COLLECTIVE BARGAINING AGREEMENT BETWEEN

RSU #16 BOARD OF DIRECTORS

AND

RSU#16 EDUCATION ASSOCIATION TEACHER UNIT REPRESENTED BY

THE RSU #16 EDUCATION ASSOCIATION/MEA/NEA

2020-2023

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Preamble

This Agreement is entered into between the RSU#16 Board of Directors (hereinafter called the "Board") and the RSU#16 Education Association (RSU#16 EA) affiliated with the Maine Education Association (MEA) and the National Education Association (NEA) (hereinafter called the "Association"). The Board and the Association agree that they share a responsibility to work together within their respective duties and powers to provide a high-quality educational system for the children of RSU#16.

Witnesseth

WHEREAS, the parties have reached certain understandings which they desire to conform in this Agreement, it is hereby agreed as follows:

Article 1: Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all public employees, employed by RSU #16 as classroom teachers, library/media specialists, school nurses, guidance counselors, social workers and academic coaches, and excluding all other positions in RSU #16, as defined by 26 M.R.S.A. Section 962(6) (including seasonal, temporary, or on-call employees). Unless otherwise indicated in a particular provision of this Agreement, the term "teacher" shall refer to all of the positions in the paragraph above.

Article 2: Separability

In the event that any provision of this Agreement is found to be in conflict with any state, federal or other applicable laws/regulations, such law(s)/regulation(s) shall prevail and such provisions of the Agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.

Article 3: Negotiation Procedure

The Board and the Association have a statutory obligation, pursuant to the Municipal Public Employees Labor Relations Law, to confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration.

Article 4: Board Rights

The Board hereby retains and reserves unto itself (or to its designees, which it may from time to time designate to act on its behalf on any matter covered by this Agreement) all powers and duties vested in it by law and/or regulation; the right to act on educational policy matters; the right to sole and exclusive control, direction and supervision of operations and personnel; and the right to carry out ordinary and customary functions of management, except as such rights are specifically limited by a provision of this Agreement.

Article 5: Association Rights

- A. The Association shall be permitted to use school facilities and equipment outside of work hours, subject to the same regulations and charges as community organizations.
- **B.** The Association shall have the right to post notices of activities and matters of Association concern in areas designated for employee use. The Association may use the district mail service, employee mailboxes, school computer equipment, and district email for communications to employees.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with the operations of the schools, scheduled meetings or assigned duties of the employees.
- **D.** MEA/NEA Office Leave: Employees who are elected to office in either the MEA or NEA may be granted a one (1) year leave without pay subject to Superintendent approval.

Article 6: Teacher Rights

- A. No teacher on continuing contract shall be given a written reprimand, suspended, non-renewed or dismissed without just cause.
- **B.** The just cause provision in Paragraph A does not apply to the non-reappointment or dismissal of a teacher under a seasonal or annual appointment to a coaching or other stipend position.
- C. The Board and Association agree that noteacher will be treated differently than another teacher based on membership or non-membership in the Association.
- D. Complaints regarding a teacher's performance made to any member of the administration by any parent, student or other person shall be called to the attention of the teacher if the complaint is investigated. Such complaint shall be investigated within a reasonable time period, if the administrator determines that the complaint is credible, and the teacher shall be given an opportunity to respond to and/or rebut such complaint as part of that investigation, and shall have the right to be represented by the Association at any investigative meetings regarding such complaint(s).
- E. Whenever a teacher is called before the Board concerning any matter which could have an adverse effect on the teacher's continuation in his/her position or employment, the teacher shall be entitled to twenty-four (24) hours prior written notice of the reason for the meeting and to have an Association representative present. It is understood that the twenty-four (24) hours prior written notice may be waived if the Superintendent determines that there is an immediate health or safety concern that must be addressed or the matter involves the welfare of any student.
- F. Pay and benefits shall continue during any administrative leave pending disciplinary action.

- G. The Superintendent shall provide a copy of the current collective bargaining agreement to each teacher (upon request). The Superintendent shall notify the Association of new teacher orientation sessions and time shall be provided for the Association at the end of the session to discuss contract and benefit information.
- H. Teachers shall be notified of their salary and anticipated school assignment for the following school year by June 1st. If the administration is unable to meet the June 1st date, the Association Co-Presidents and Staff will be notified of the new date by June 1st. The Board and administration reserve the right to make changes in teacher assignments after this time based on the needs of the schools. If a teacher assignment changes, the teacher shall be notified as soon as practicable under the circumstances.

Article 7: Work Hours and Schedule

- **A.** The expected arrival and departure times for teachers (on days when there are no duties and/or meetings) shall be established by the building principal each year based on program and student needs.
- **B.** In the event that a teacher or teachers believe that the professional requirements as determined by the building principal are arbitrary or excessive, the teacher or teachers shall report their concerns to the Superintendent who has the authority to determine the appropriateness of said requirements.
- **C.** Preparation time for teachers shall be provided in accordance with Board Policy –GCMA-Teacher Preparation Time.
- **D.** All teachers may be required to attend up to 26 faculty/professional meetings during the school year, at the end of the teachers' regular school day as scheduled by the administration. Such meetings shall be without additional compensation. Teachers will be provided with an annual schedule of faculty/professional meetings, with the understanding that meeting dates and times are subject to change as deemed necessary by the Superintendent. In addition, emergency meetings may be called at any time at the discretion of the building principal.
 - 1. For Elementary Teachers: All meetings shall be up to seventy-five (75) minutes.
 - 2. For Middle and High School Teachers: All meetings shall be up to ninety (90) minutes.
- **E.** An Association representative may speak to the teachers at any meeting referred to in Paragraph D either preceding or immediately after the regularly scheduled meeting as mutually agreed by the parties.
- **F.** The parties agree that teacher attendance at events such as parent conferences, open house, and graduation activities may be mandated by the administration. Attendance at other evening meetings shall be on a voluntary basis unless the administration notifies teachers at least one week in advance, that attendance at particular meetings is mandatory.

- **G.** Teachers shall receive a duty-free lunch each day of at least twenty-five (25) minutes. Said lunch shall be scheduled by the building principal in accordance with the program and operational needs of the building.
- **H.** Teachers who are interested in job-sharing may make a proposal to the building principal and Superintendent. Such requests may be approved if they are determined to be in the best interests of students and the educational program. Decisions regarding job-sharing requests are grievable only to the Board level and are not subject to arbitration. Teachers who job-share are required to attend all faculty meetings, workshop days and to fulfill all professional responsibilities of the position. Teachers who job-share shall receive pro-rated salary and benefits.
- I. When requested by the administration (only), a teacher who chooses to cover classes during their prep period for another teacher who must leave or is absent will be compensated at a rate of \$25 per class covered. This includes the cancellation of a special at the elementary level. This rule doesn't apply to teacher mutually agreed upon coverage.

Article 8: Work Year

- **A.** The Board or Superintendent designee agrees to meet and consult with the Association about the school calendar each year before it is finalized.
- **B.** The scheduled employment year for teachers on continuing contract shall be no more than 183 days. The scheduled employment year for teachers within their first two years of employment shall be five (5) days beyond the school year, and shall be no more than 188 days. The additional five (5) work days for new teachers within their first two years of employment will be non-instructional workdays determined by the teacher's supervising administrator. These additional days may be required after approval for the teacher's hiring by the Board but prior to the commencement of the new school year. It is understood between the parties that the length of the student school year is an educational policy matter, subject to the meet and consult requirement with the Association.

Article 9: Salaries and Placement on the Scale

- A. The salary scales are attached as Appendix A. The Superintendent will place all teachers according to years of experience. One year of experience will be granted for each year of public-school service; all other experience will be at the discretion of the superintendent.
- B. For the purpose of considering progression on either salary scale, a teacher must teach a minimum of one hundred thirty (130) days in a school year (excluding any time absent on paid or unpaid leave).
- C. Any teacher on the scale who anticipates moving to the Master's scale for the next contract year must notify the Superintendent in writing prior to February 1st. Documentation of receipt of the Master's degree must be provided prior to the start of the new contract year.

- D. Teachers shall be paid every other week and are required to use direct deposit. Pay stubs are e-mailed to the teacher's RSU #16 e-mail address. Upon written request to the Superintendent's Office, teachers will be provided with paper copies of their pay stubs. Teachers who wish to receive July and August installments in a lump sum must provide written notice to the Superintendent no later than May 1st. Staff in grant-funded positions may be required to take a lump sum as determined by the Superintendent/designee. The lump sum payment may, at the discretion of the Superintendent, be made in the last payroll in June or the first payroll in July.
- E. Upon reaching the year required for re-certification, teachers who have not submitted a copy of their new, valid certification by August 31st shall be terminated as a teacher. Re-employment after receipt of a valid certification shall be at the discretion of the Superintendent.
- F. The Board agrees to deduct Association dues from payroll checks, provided that individual teachers provide written authorization for such deduction. The Association shall certify to the Board the current rate for dues by September 1st of each year. The Association shall indemnify and hold the Board and its representatives/designees harmless from any and all claims arising out of the deduction of Association dues.
- G. Upon appropriate written authorization from the teacher, the Board shall deduct from the payroll check of any teacher and make appropriate remittance for insurance and other plans and programs approved by RSU#16.
- **H.** Teachers who work less than full-time shall receive prorated benefits and leave provided under this Agreement based on their percentage of time compared to full-time.

Article 10: Stipend Positions

- A. The stipend schedule is attached as Appendix C.
- **B.** All co-curricular stipend positions involving students shall be posted internally and shall also be advertised externally as deemed appropriate by the administration. All other positions shall be posted internally.
- C. Appointments to athletic stipend positions are for one season only. The duration of other appointments depends upon the nature of the position and shall be specified in the position description.
- **D.** The Board and the administration reserve the right to fill or not fill any stipend position. In the event that the Board decides to eliminate or leave vacant any stipend position, the Association shall be notified.
- E. The Association may request a list of co-curricular stipends paid each contract year.
- F. The Board may add additional stipend positions at its discretion, with the rate of pay determined in consultation with the Association.
- G. A stipend contract will be completed for each position.

- H. Co-curricular stipends for positions that last less than a full school year may be paid upon completion of the activity or half at completion and half at the midpoint of the activity period. Positions that last a full school year shall be paid in 24 equal installments as established by the Superintendent.
- I. The Board or its designee shall have the right to terminate a contract for a stipend position upon five days' written notice for reasons related to unsatisfactory performance. Contracts may be terminated immediately for misconduct. Stipends shall be prorated based on percentage of contract served.

Article 11: Insurance

A. The Board agrees to pay the following percentages of the MEA Benefits Trust Choice Plus premiums:

88% Single and Adult with Child premium;

84% Two Adult premium;

82% Family premium.

- **B.** Teachers who select a plan other than the Choice Plus plan shall pay any excess premium amount.
- C. Teachers who work at least twenty-five (25) hours per week, but less than full-time shall receive prorated benefits based upon their percentage of time compared to full-time. Teachers who work under twenty-five (25) hours per week are not eligible for insurance benefits paid for by RSU #16.
- **D.** If a teacher's spouse/domestic partner has access to health insurance through his/her own employer, he/she shall not be eligible for insurance benefits paid for by RSU #16. Teachers who seek to cover a spouse/domestic partner under RSU #16's health insurance plan are required annually, to sign a certification that he/she is not eligible for insurance through his/her own employer. This provision does not apply to teachers employed by RSU #16 prior to April, 2012 whose spouses currently are covered by RSU #16 health insurance.
- E. If both spouses/domestic partners are employed by RSU#16, they will receive 95% health insurance coverage of any plan they choose.
- F. Employees who are eligible for coverage under another employer's provided health insurance plan may opt out of RSU#16's health insurance plan and receive a cash-in-lieu payment of \$175.00 per month, subject to all applicable taxes. An employee taking this benefit is required to sign an annual certification that he/she is covered by another employer's health insurance plan at open enrollment.
- G. In order to enable employees to use pre-tax dollars to pay eligible dependent care and health care expenses, the Board agrees to make available, at employee expense, a Medical Expense ReimbursementAccount (Section 125) and Dependent Care Reimbursement Account (Section 129).
- H. RSU #16 will provide each teacher up to \$150.00 per contract year toward the cost of the Northeast dental insurance plan(s) offered. Teachers are responsible for the remainder of the cost for whatever premium level they choose. One of the dental plan choices will include an orthodontic rider.

I. Teachers are eligible to participate in the life insurance plan offered by Maine PERS and processed through RSU #16 at their own expense.

Article 12: Authorized Leaves

Part-time teachers shall receive pro-rated leave benefits based on their percentage of time compared to full-time.

A. Personal Sick Leave

- 1. Teachers shall receive fifteen (15) sick leave days on the first official day of the school year.
- 2. Teachers may accumulate up to one hundred thirty-five (135) sick leave days. Teachers who were employed by the predecessor school units of the Mechanic Falls School Department, Poland School Department (PCS/BMW/PRHS) or the Minot School Department will not lose any accumulated sick leave days over 135, but once their accumulation falls below 135 days, that will be the new cap.
- 3. The Superintendent has the discretion to require appropriate documentation of the need for sick leave days. An employee may be required to submit a doctor's certificate verifying the use of sick days if abuse of sick leave seems evident to the Superintendent or his/her designee or to determine the teacher's fitness to teach.
- 4. The School Board has adopted a policy on Family and Medical Leave (Code: GBN) in accordance with the Federal Family Medical Leave Act and the State Family Medical Leave Law. Staff may use any accrued sick leave under this article and it shall be used concurrently with any leave that also qualifies under this policy.
- 5. To the extent possible, medical and dental appointments shall be scheduled in advance and outside of work hours. Sick leave shall not be permitted for elective surgery and associated recuperation time (i.e., surgery performed on a date selected by the teacher) if, in the attending physician's opinion, the surgery and recuperation time could be scheduled during a time when school is not in session without being detrimental to the health of the teacher.
- 6. Teachers will be allowed to transfer in, up to 20 twenty days of unused sick leave in accordance with 20-A MRSA section 13601(2).
- 7. A teacher who has worked continuously for RSU #16 (including service in one or more of the predecessor school units of Poland, Minot, Mechanic Falls or Poland Regional High School) for at least twenty (20) years who notifies the Superintendent in writing by January 31st of his/her intention to retire into MPERS at the conclusion of the contract year shall receive payment for up to thirty (30) accumulated sick leave days at the rate of \$125 per day. Payment shall be made in the first payroll of the next fiscal year.

B. Family Sick Leave

- 1. An employee may use up to his/her current year's allotment of 15 days of sick leave each year to care for a member of his/her immediate family when the employee's presence is required. The Superintendent may require medical documentation confirming the need for such leave. For the purposes of this section, "immediate family" shall include an employee's parent, spouse/domestic partner, or child.
- 2. In the event that an immediate family member has an extended serious health condition that requires ongoing care by the employee (such as post-surgical care) and the employee has already used the 15 days of personal sick leave allowed for family care, the employee may request that the Superintendent permit the use of up to a maximum of 15 additional accumulated sick leave days to care for such family member. The employee must include medical documentation of the need for such leave with his/her request.

C. Sick Leave Bank

- 1. The sick leave bank is designed to assist teachers who experience a serious and extended non-work-related illness or injury. It is not intended for elective surgery that could be performed outside the school year; for pregnancy and childbirth (unless medically necessary); or for illness or injury to family members. It is intended to serve those teachers who have used their accumulated sick leave and who anticipate a long-term absence.
- 2. Participation in the sick bank is open to all teachers.
- 3. Participation in the sick bank is optional. Any eligible teacher who wishes to participate in the sick bank must annually contribute one (1) sick day by October 1st.
- 4. The sick bank shall be administered by the Superintendent, Business Manager, and Co- President(s). In the event that no consensus is reached, the decision shall be made by the Superintendent and it is not grievable.
- 5. Sick bank days contributed each year shall be added to the bank, but no more than one hundred fifty (150) days shall be carried over from one contract year to the next.
- 6. In order to withdraw days from the sick bank, a teacher must have exhausted his/her personal sick leave. A teacher requesting days from the sick bank shall apply in writing to the Superintendent. The request must be accompanied with specific medical documentation from a health care provider detailing the nature of the illness or injury; the anticipated length of absence and the anticipated return to work date. The Superintendent and President(s) have the discretion to request additional medical documentation if needed to act upon the request. A teacher is eligible to receive no more than fifteen (15) sick bank days each school year, except that a teacher may apply for up to fifteen (15) additional sick bank days in extraordinary circumstances. A teacher may access the bank no more than twice in any five-year period.
- 7. Teachers who cancel their membership in the bank will not be reimbursed for days donated.

8. There is an affirmative duty for teachers who may qualify for disability benefits under the Maine PERS to apply for such benefits as soon as possible. A teacher must agree in writing that in the event that he/she receives a disability retirement, he/she will pay back any sick bank days used, if any, after the effective date of the disability retirement.

D. Bereavement Leave

- 1. Up to five (5) days per occurrence may be used for a death in the family which includes: spouse, domestic partner, parents, children/stepchildren, siblings, in-laws (mother, father, brother or sister), aunt, uncle, niece, nephew, grandparents, grandchildren, sibling or child of a domestic partner.
- 2. In extenuating circumstances, additional days may be granted at the discretion of the Superintendent on an individual basis. Any such days shall be deducted from sick leave or shall be unpaid.

E. Personal Leave

- 1. Teachers are allowed up to two (2) personal leave days per contract year.
- 2. One (1) personal day shall (only) be used for urgent business which cannot be taken care of outside the workday. This one (1) personal day may not be used for recreational purposes or other employment.
- 3. One (1) personal day can be used for any reason at all, with the following restrictions: no more than one teacher in each building can use this provision on the same day, approval will be based on first submission first approved, and that this personal day cannot be used during the months of May and June. If a teacher needs a personal day in the month of May or June, the restriction of section E. 2 above apply.
- 4. Personal days, may only be taken on the day before or after a holiday or vacation period, or on a teacher workshop day for bona fide emergencies or significant events the scheduling of which are beyond the teacher's control. Requests for personal days on these days must be made to the Superintendent, who has the discretion to require appropriate documentation in support of such requests. If no documentation can be produced the days will be without pay.
- 5. Personal days may be taken in full or half-day increments.
- 6. Teachers are required to request personal days at least five (5) work days in advance, except in an emergency.

F. Legal Proceedings Leave

- 1. Teachers shall be granted leave for jury duty. Teachers must turn over their jury duty pay (less expenses, including mileage). If an employee is released from jury duty during working hours, he/she is expected to contact the building principal and return to work if required.
- 2. Teachers shall be granted leave with pay for any legal proceedings when RSU #16 requires the employee to attend.

G. Child Care Leave

A teacher may request an unpaid leave of absence for childcare purposes for a period of up to one (1) year following the birth of a child or an adoption. Any such request must be made in writing to the Superintendent and is subject to approval by the Board. Requests should be submitted as far in advance as possible, as the availability of a suitable substitute is a factor in the decision whether or not to approve the leave.

H. Military Leave

The Board shall comply with all applicable federal and state laws and regulations concerning military leave.

I. Sabbatical Leave

- 1. After seven (7) years of continuous service in RSU #16 (including service in the predecessor school units of Poland, Minot or Mechanic Falls), a teacher may be eligible for sabbatical for one year at half his/her salary with the written agreement that he/she return to the district for three years following the leave.
- 2. A teacher who fails to comply with the three-year requirement will have to repay the sabbatical salary at a rate of one third for each year not completed. Said leave must be part of a written professional development plan which is consistent with RSU#16's vision and goals; be recommended by the Principal and Superintendent; and approved by the Board.
- 3. The teacher may retain the current level of health insurance but the teacher will pay a 50% prorated cost of the coverage.
- 4. The teacher will not receive sick leave or course reimbursement for the duration of the leave.
- 5. The sabbatical request will include a document prepared by the teacher that defines the teacher's specific goals, objectives, and responsibilities for the sabbatical year.
- 6. Leave is to be applied for by December 1st for the following school year for budget purposes.
- 7. Upon return from sabbatical leave, the teacher shall be advanced in the system according to regular procedure.

Article 13: Course Reimbursement

This article does not apply to teachers who are on sabbatical or any unpaid leave of absence.

A. University/College Courses

RSU #16 will reimburse a full-time teacher for graduate courses up to a maximum of nine (9) credit hours at the University of Maine at Orono rate per fiscal year. Part-time teachers are eligible for course reimbursement prorated based upon their percentage of time worked compared to full time. The UMO rate is the maximum that will be paid for any course. If a teacher takes a course at a higher rate, he/she will be responsible for the difference in cost.

There will be an overall cap of \$70,000 for tuition reimbursement. \$10,000 of that money will be reserved for priority staff (i.e. staff with conditional or transitional certifications and then staff matriculated in advanced degree programs) at the discretion of the superintendent. Requests will be considered on a first-come, first-served basis until this amount is depleted district wide. If no priority needs are identified as of Oct 1, the association will be notified and the money will be directed back to the regular tuition lines. Teachers requesting priority status will notify the Superintendent by Oct 1 each year.

A teacher must obtain prior approval from the Superintendent and meet the following conditions:

- 1. Courses will only be approved from institutions that appear in the U. S. Department of Education's Database of Accredited Postsecondary institutions and Programs http://ope.ed.gov/accreditation.
- 2. Courses taken must be required by the administration and/or be aligned with a teacher's professional goals and the needs of RSU #16.
- 3. Course approval forms must be submitted four (4) weeks prior to the registration deadline for a course.
- 4. The teacher must obtain a "B" or better (or Pass in a Pass/Fail course) in order to be reimbursed.
- 5. The teacher must submit proof of payment and his/her course grade before reimbursement will be made.
- 6. The teacher must still be under contract with RSU #16 to receive reimbursement.
- 7. Teachers may request pre-payment for courses provided that they meet the applicable requirements in Section A and sign a written agreement that they shall reimburse RSU#16 for the cost of the course(s) if they do not obtain a "B" in the course; withdraw from the course; or leave their employment with RSU #16 within two (2) year of completing the course(s).
- 8. A teacher must submit a transcript for completed courses to the Superintendent's Office within thirty (30) days of course completion. If the transcript is not submitted, RSU 16 may deduct the amount prepaid from the teacher's bi-weekly pay.
- 9. If a teacher fails to reimburse RSU 16 within 60 days of receiving a grade less than a "B" or "fail", RSU 16 may deduct the amount owed from the teacher's bi-weekly pay.

B. Seminars, Workshops and Other Professional Development

In addition to the normal workshop/PD line budgeted by the office of the Principal each year, there will be an additional \$5000 district-wide reserved for conferences/workshops. Requests will be considered on a first-come, first-serve basis at the beginning of each school year with Superintendent's approval until this amount is depleted. The Superintendent will make decisions on such requests based on funds available and the relevance/value of the particular activity to the teacher's assignment and RSU #16, and the Superintendent's decision is final and not grievable.

Article 14: Vacancies and Transfers

- A. During the school year, teaching vacancies will be posted in the schools and the Superintendent's Office not less than ten (10) days before the position is permanently filled. During the summer, vacancies will be posted and a copy mailed to the Association President(s) not less than ten (10) days before the position is permanently filled.
- **B.** Teachers who desire a change in grade and/or subject assignment may submit a letter of request to the Superintendent/designee within the deadline of the posted vacancy. Teachers who possess the qualifications for a position shall be considered by the interviewing committee.
- C. The Superintendent will take requests for transfer into consideration when filling vacant positions.
- **D.** Notice of reassignment or transfer not requested by a teacher shall be given to the teacher as soon as practical by the Superintendent and/or Principal. If requested by the teacher, The Superintendent and/or Principal will meet with the teacher to discuss the transfer. The teacher may, at his/her option, have an Association representative present at such meeting. The Superintendent's decision is final and shall be issued in writing.
- E. The Superintendent shall notify the Association President(s) of all new hires and their placement on the scale once confirmed.

Article 15: Health and Safety

- A. The Board shall comply with applicable provisions of federal and state laws and regulations with respect to employee safety and health in order to provide a safe working environment.
- **B.** It is the responsibility of the employee to notify the administration as soon as possible of any threat, assault or other situation that he/she believes to be unsafe or hazardous. The administration will investigate and remediate as appropriate.
- C. Written, verbal or physical threats made against an employee by students, parents, community members or colleagues shall be immediately reported to the Superintendent and the appropriate law enforcement officials if necessary. The administration shall conduct an investigation and the employee shall be notified of the outcome of the investigation to the extent allowed by law.

Article 16: Personnel File

- A. The Committee shall maintain, for official School Department purposes, one (1) personnel file for each employee in accordance with 20-A MRSA sections 6101 and 6102. This file shall be kept under conditions that ensure its integrity and safekeeping and shall contain copies of personnel forms, official correspondence to and/or from the employee, written evaluations and other appropriate material relating to the employee's employment. The employer is not responsible, however, for any inadvertent release of confidential information that is obtained through deceit or fraud.
- B. An employee shall be given a copy of any detrimental material prior to its being placed in the file. An employee shall also have the right to submit a written answer to any materials placed in the file within thirty (30) calendar days. Anonymous or unattributed material shall not be placed in the file, unless the matter is investigated and found to have merit, in which case an investigation report shall be placed in the personnel file.
- C. An employee shall have the right to examine his/her file in the presence of the Superintendent, his/her designee, or appropriate administrative personnel, during the normal business hours of the office in which the file is kept and within two (2) working days of the request. Upon request, an employee may obtain copies of any material in the personnel file without cost.

Article 17 – Reduction in Force

- A. If the Board is contemplating the elimination of positions, it shall notify the Association and shall meet and consult on the matter before any decision is made.
- **B.** The Superintendent shall post a seniority list in each building by October 1st of each year. Teachers shall be listed by impact area and seniority. Seniority shall be based upon continuous years of service since the last date of hire in this bargaining unit within RSU#16 or the predecessor school units (Poland/Whittier, PRHS, Minot or Mechanic Falls). Part- time teachers shall be listed along with full-time teachers.
- C. If teachers are tied in seniority, then total teaching experience shall be used to break the tie (except for rehired retirees whose seniority shall be calculated from the last date of hire). Teachers who work in more than one impact area shall be listed in the impact area where they spend the majority of their time. Teachers who are transferred from one impact area to another shall retain their seniority in the previous impact area for three years (provided they maintain the appropriate certification). Part-time teachers shall be listed along with full-time teachers.
- **D.** If no objections to the seniority list are made in writing by the Association by November 1st, the list shall be signed by the Superintendent and the Association President(s) and shall be binding on the parties for the balance of the contract year unless changes are mutually agreed to.

E. The following impact areas shall be used:

1. All Elementary Schools

Pre-Kto3 Classroom Teachers

4-6 Classroom Teachers

Special Education Teachers

Social Worker

Guidance Counselor

Music

Art

Physical Education & Health

2. Middle School

7-8 Classroom Teachers by subject (language arts, social studies, math, science)

Special Education Teachers

Social Worker

Guidance Counselor

Art

Physical Education & Health

Technology Education

3. High School

9-12 Classroom Teachers by subject (language arts, history, math, science)

Special Education Teachers

Social Worker

Guidance Counselors

Technology Education

Art

Physical Education & Health

4. Other Specialty Areas

K-12 Gifted and Talented

PreK-12 Library/Media Specialists PreK - 12

School Nurses

7-12 Music

PreK-12 ESL

PreK-12 Speech & Language

7-12 World Languages

- **F.** Probationary teachers and teachers who have been suspended within three (3) years shall be laid off first. If additional layoffs are necessary, teachers shall be chosen for layoff within specific impact areas using the criteria based on the Reduction in Force rubric in Appendix B.
- G. In the event a teacher is not certified to be reassigned to a position within an impact area currently staffed by a teacher with less seniority, the teacher lacking appropriate certification for remaining positions shall be laid off first.
- H. Teachers shall receive a minimum of ninety (90) calendar days' notice of layoff. The Association shall also receive a copy of layoff notices.

- I. Continuing contract teachers who have been laid off shall remain on the recall list for a period of two (2) years. The Committee shall offer re-employment within their impact area to teachers on the recall list for any vacancies for which they are qualified. Teachers who are recalled shall retain their seniority and all benefits accumulated prior to the layoff.
- J. Teachers are responsible for keeping the Superintendent's Office informed of their current contact information.
- K. Teachers shall be notified of recall to their impact area at their last known address via certified mail and must accept the position in writing within ten (10) calendar days or they shall forfeit the position.
- L. Teachers shall be removed from the recall list if they:
 - 1. Fail to respond to a recall notice;
 - 2. Refuse an equivalent position in their impact area;
 - 3. Request to be removed from the recall list;
 - 4. Fail to appear for work on the appointed day following recall.
- M. Teachers who are laid off are entitled to continue health insurance coverage in accordance with the law.

Article 18: Travel Expenses/Itinerant Teachers

Teachers who are required to use their personal vehicle for RSU #16 business shall be reimbursed for such use at the current IRS rate. Itinerant teachers who travel between schools within a school day shall be reimbursed likewise.

Article 19: Grievance Procedure

A. Purpose

The purpose of this procedure is to secure, at the lowest level possible, solutions to disagreements or disputes over the meaning or application of this Agreement. Both parties agree that the grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

- 1. A "grievance" is any alleged violation of the specific terms of this Agreement or any dispute with respect to its meaning or application.
- 2. A "grievant" is the employee(s) or Association making the claim.
- 3. A "party in interest" is any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4. A "day" shall mean a school day during the school year and during the summer it shall mean business days when the Superintendent's Office is open, exclusive of weekends and legal holidays.

C. Time Limits

- 1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement between the Superintendent and the Association President(s).
- 2. Failure of the grievant to timely file a grievance or to strictly adhere to all further time requirements in the grievance procedure shall constitute a waiver of such grievance and shall be a complete bar to arbitration.
- 3. Failure of the administration to respond within a time limit in the grievance procedure shall provide the grievant with the right to appeal the grievance to the next level of the procedure.
 - 4. A formal grievance to be considered under this Article must be filed within fifteen (15) days of the treatment, act or condition that forms the basis of the grievance.

D. Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she must first discuss the matter with his/her building principal or immediate supervisor, in an attempt to resolve the grievance informally. If the grievance is the result of a decision or action of an administrator other than the building principal or immediate supervisor, the procedure shall be initiated at Level Two.

E. Formal Procedure

- 1. LevelOne
 - a. If a grievant is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing to the building principal or immediate supervisor within the time limit in Section C.4 above.
 - b. The building principal/immediate supervisor shall meet with the grievant and within ten (10) days after receipt of the written grievance, render his/her-decision in writing to the grievant, with a copy to the Association President(s).

2. Level Two

- a. If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance with the Superintendent.
- b. The Superintendent shall, within ten (10) days after receipt of the appeal, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision in writing to the grievant, with a copy to the Association President(s).

3. Level Three

- a. If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within ten (10) days after receipt of the decision, appeal his/her written grievance with the Superintendent and Board Chair.
- b. The Board shall, at its next regularly scheduled meeting after receipt of the appeal (or, at the Board's discretion, at a meeting called to hear the grievance), meet with the grievant for the purpose of resolving the grievance.
- c. The Board shall, within ten (10) days after the meeting, render its decision in writing to the grievant, with a copy to the Association President(s).

4. Level Four

- a. The Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after receipt of the decision, submit the grievance to arbitration by so notifying the Board Chair and Superintendent in writing.
- b. The Superintendent/designee and the Association President(s)/designee shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall be called upon to select an arbitrator in accordance with its Labor Arbitration rules.
- c. The arbitrator selected shall confer promptly with the representatives of the Board and the Association to schedule the arbitration hearing.
- d. The arbitrator shall render his/her decision in writing to the parties within thirty (30) days of the hearing, setting forth his/her findings of fact, reasoning and conclusions on the issue(s)submitted. The arbitrator's jurisdiction is limited to interpretation and application of the express terms of this Agreement. The arbitrator shall be without power or authority to make a decision that violates the law or the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties, subject to judicial review as provided by law.
- e. The costs of the arbitrator and meeting space shall be shared equally by the Board and the Association.

F. Other Provisions

1. There shall be no reprisals against any participant in the grievance process.

- 2. A grievant may choose to be represented by the Association or by another person during the informal procedure and Levels One, Two and Three. If the Association is not representing the grievant, it shall have the right to be present and to share its views at any meeting between the grievant and the administration.
- 3. All documents, communications and records generated in the grievance process shall be filed separately from the personnel files of the participants.
- 4. All meetings conducted pursuant to this Article shall be conducted in private or executive session, except as mutually agreed otherwise by the parties.
- 5. Grievances must be filed in writing on a form to be provided by the Board and approved by the Association. Grievances must include the signature of at least one-unit member.

Article 20: Employment of Retired Teachers

- A. A rehired retired teacher is defined as any teacher who was eligible to retire, who retired and severed employment at his/her normal retirement age, who is receiving retirement benefits from the MainePERS, and has returned to teaching pursuant to applicable Maine law and regulations.
- **B.** Any retired teacher hired or rehired by the Board shall be hired as a probationary teacher pursuant to 20-A M.R.S.A. §13201 and placed on the salary scale at a step determined by the Superintendent. The terms and conditions of this agreement pertaining to probationary teachers shall be controlling and the following limitations shall apply:
 - 1. No contract will exceed one (1) year in length;
 - 2. The annual salary will be paid at 100% for the step for no more than five contracts;
 - 3. The annual salary will be paid at 75% of the step for any contract after the fifth contract; and
 - 4. There can be no more than ten (10) total contracts regardless of whether they occur in consecutive years.
- C. The teacher's seniority date for the purposes other than for salary scale placement (including but not limited to reduction in force) shall be based on continuous employment with the Board as of the most recent date of hire or rehire.
- **D.** If the teacher was previously employed by the Board, there shall be no entitlement to any previous benefit accruals, including but not limited to sick leave, eligibility for other types of leave, severance benefits, longevity pay and no credit for previous experience for such benefits shall be given.
- E. The teacher may choose to participate in RSU#16's health insurance at their own expense.
- F. All other terms and conditions of the contract shall, to the extent applicable, be controlling. If the teacher is employed less than full-time, the teacher's salary and benefits shall reflect his/her percentage of time compared to full-time.

Article 21: Miscellaneous

Speech Clinician - The speech clinician Tiffany Witherell shall be included in this bargaining unit for as long as she is employed continuously by RSU #16, but no future speech clinicians will be considered to be part of the teacher bargaining unit.

Article 22: Duration of Agreement

- A. This Agreement shall be effective as of September 1, 2020 and shall continue in effect until August 31, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with regard to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.
- C. In witness whereof, the Association and Board, by their respective representatives duly authorized affix their signatures to this Agreement below.

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Dated: Xley to bus	フェルル ア	
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RSU #16 Board of Directors

By: Mary Martin

Title: RSU#16 School Board Chair

RSU #16 Education Association, for the Teacher Unit

By: Miarelle Smith

Title: Chief Negotiation RSV 16 EA.

APPENDIX A SALARY SCALE FOR 2020-2023

	FY21]	FY22		10 km2 10 km2 24250		FY23	
Teaching Year	BS	MS		Teaching Year	BS	MS		Teaching Year	BS	MS
0	\$37,301	\$39,078		0	\$38,793	\$40,570		0	\$40,151	\$41,928
1	\$37,835	\$39,612		1	\$39,348	\$41,125		1	\$40,725	\$42,502
2	\$38,472	\$40,149		2	\$40,011	\$41,688		2	\$41,411	\$43,088
3	\$38,900	\$40,676		3	\$40,456	\$42,232		. 3	\$41,872	\$43,648
4	\$39,433	\$41,210		4	\$41,010	\$42,787		4	\$42,445	\$44,222
5	\$40,499	\$42,276		5	\$42,118	\$43,895		5	\$43,593	\$45,370
6	\$41,032	\$42,808	430	6	\$42,673	\$44,449		6	\$44,167	\$45,943
7	\$41,564	\$43,341		7	\$43,227	\$45,004		7	\$44,740	\$46,517
8	\$43,163	\$44,939		8	\$44,890	\$46,666		8	\$46,461	\$48,237
9	\$44,229	\$46,005		9	\$45,998	\$47,774		9	\$47,608	\$49,384
10	\$45,295	\$47,071		10	\$47,107	\$48,883		10	\$48,755	\$50,531
11	\$46,893	\$48,670		11	\$48,769	\$50,546		11	\$50,476	\$52,253
12	\$47,959	\$49,736		12	\$49,877	\$51,654		12	\$51,623	\$53,400
13	\$49,025	\$50,802		13	\$50,985	\$52,762	20.4 21.4	13	\$52,770	\$54,547
14	\$51,188	\$52,965		14	\$53,235	\$55,012		14	\$55,098	\$56,875
15	\$52,222	\$53,999		15	\$54,311	\$56,088		15	\$56,211	\$57,988
16	\$53,288	\$55,065		16	\$55,419	\$57,196		16	\$57,359	\$59,136
17	\$55,419	\$57,196		17	\$57,636	\$59,413		17	\$59,653	\$61,430
18	\$56,276	\$58,052		18	\$58,527	\$60,303		18	\$60,575	\$62,351
19	\$57,048	\$58,824		19	\$59,329	\$61,105		19	\$61,406	\$63,182
20	\$60,900	\$62,900		20	\$63,336	\$65,336		20	\$65,553	\$67,553

Longevity Stipends:

When a teacher has completed 25 years in this district a one-time longevity stipend of \$1,000

30 years in this district a one-time longevity stipend of \$1,000

35 years in this district a one-time longevity stipend of \$1,000

40 years in this district a one-time longevity stipend of \$1,000

will be awarded at the successful completion of the specific longevity year.

Off-Scale: Employees not on the scale at the start of this contract will receive an additional \$2,000 stipend each year of this contract. This will not continue into the next contract.

APPENDIX B REDUCTION IN FORCE

1	N	•	m	Δ.
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Seniority / Completed Years of Teaching

pts.	
0-3 years $=0$ pt	s.
4-7 years = 1 pt	
8 - 11 years = 2 p	ots.
12 - 15 years = 3	pts.
16 - 19 years = 4	pts.
20 + years = 5 nts	-

Certification / Endorsements

_____pts.
Not yet Professional = 0 pts.
Professional = 2 pts.

Each additional certification / endorsement (includes but not limited to AP classes and National Board Certification) = 1 pt. Each

Degrees / Education / Training

 $\frac{pts.}{BS/BA = 0 pts.}$

MS / MA /Ph.D./CAS (In field of assignment) = 1 pts.

Significant professional development related to assignment (current or past 2 years; teacher's own initiative, time, and expense) = $\frac{1}{2}$ pt.

Evaluations*

Currently on performance improvement plan = -4 pts.

One performance improvement plan in the last three years = -4 pts.

Ineffective = 0 pts

Developing = 1 pts

Effective = 2 pts

Identifiable Contributions**

Distinguished = 3 pts

pts. None = 0 pts. 1 = 1pt. 2 = 2pts. 3 - 4 = 3 pts. 5 or more = 4 pts. Total pts.

^{*} Most recent TPEG Final Evaluation Rating Form shall be utilized. If evaluations are not available for all members of the impact area, this criterion will not be used.

^{**} An identifiable contribution includes an approved stipend or non-stipend co-curricular position, a leadership position, or other significant contribution to the school or district in developing / implementing educational programs or professional development activities in the current year or prior two years. Points will be awarded for each identifiable contribution per year.

Appendix C Stipend Schedule for 2020-2023

School	Position	Stipend Amount
ESS	Canadal Ed Tagas I - J.	
LOO	Special Ed Team Leader	\$2,448
	Team Leader	\$1,200
	Team Leader	\$1,200
	Team Leader	\$1,200
	RTI Coordinator	\$1,500
	Certification Team Member	\$750
	Certification Mentor*	\$500
	6th Grade Ferry Beach Stipend*	\$200
	6 th Grade Ferry Beach Stipend*	\$200
	Dean of Students	\$5,000
		Ψο,υου
MCS	Special Ed Team Leader	\$2,448
	Team Leader	\$1,200
	Team Leader	\$1,200
	Team Leader	\$1,200
	RTI Coordinator	\$1,500
	Certification Team Member	\$750
	Certification Mentor*	\$500
	6 th Grade Ferry Beach Stipend*	\$200
	6 th Grade Ferry Beach Stipend*	\$200
		Ψ200
PCS	Special Ed Team Leader	\$3,054
	Team Leader	\$1,200
	RTI Coordinator	\$1,500
	Certification Team Member	\$750
	Certification Mentor*	
	6 th Grade Ferry Beach Stipend*	\$500 \$200
and the second	6 th Grade Ferry Beach Stipend*	\$200
	6 th Grade Ferry Beach Stipend*	\$200
	6 th Grade Ferry Beach Stipend*	\$200

BWMS	Leadership Team	\$1,200
	Leadership Team	\$1,200
	Leadership Team	\$1,200
	Leadership Team	\$1,200
	Certification Team Member	\$750
	Certification Mentor*	\$500
	Camp Kieve Stipend*	\$200
	Dean of Students	\$5,000
PRHS	Dpath Leader	\$1,224
	COL Scheduler	\$1,224
	Graduation Advisor	\$1,326
	LA Coordinator Special Ed	\$1,224
	LA Coordinator Tech	\$918
	LA Coordinator English	\$1,530
	LA Coordinator Science	\$1,224
	LA-Coordinator-Social-Studies-	\$1,530
	LA Coordinator VPA	\$918
	LA Coordinator Math	\$1,224
	LA Coordinator Wellness	\$918
	LA Coordinator World Language	\$918
	9th RT Coordinator	\$1,224
	10th RT Coordinator	\$1,530
,	11th RT Coordinator	\$1,224
	12th RT Coordinator	\$1,530
	Leadership Team (VK)	\$1,224

	Leadership Team (VK)	\$1,224
	Auditorium Manager	\$1,581
	Judiciary Board	\$1,530
	Certification Mentor*	\$500
	Guidance Director	\$4,000
	9-10 Team Leader	\$500
	9-10 Team Leader	\$500
	9-10 Team Leader	\$500
	National Honor Society	\$1,200
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District Wide	Chemical Hygiene Officer	\$800
	District Nurse	\$2,000
	District Certification Chair	\$1,200
	K-8 Special Olympics	\$1,943
	Special Education/Speech Teacher	
	Paperwork Stipend*	\$500
	District Assessment Coordinator	\$250
	Dean of Students Behavioral	\$5,000

^{*}Certification Mentor numbers are dependent on how many new teachers a school has.

^{*}Ferry Beach numbers are dependent on how many teachers a school has.
*Special Education Teacher Paperwork numbers are dependent on how many teachers a school has.

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PRHS Co-Curricular Stipends	TIER I	
	Theatre Three Act Director	\$1,943
	Theatre Musical Director	\$1,943
	Theatre Musical Asst Director	\$998
	Theatre One Act Director	\$998
	Instrumental Music Groups	\$3,675
	Choral Groups	\$3,675
	Yearbook	\$3,675
	Speech & Debate	\$3,675
	TIER II	
	Special Olympics	\$1,943
	WPRH	\$1,943
	SRB	\$1,943
	Class Advisor - 12	\$1,943
·	Fitness Room Fall	\$1,365
	Fitness Room Winter	\$1,365

	Newspaper	\$1,943 \$1,943
	TIER III	Ψ13,713
	School Store	\$1,470
	SET	\$1,470
	Class Advisor - 9	\$1,470
	Class Advisor - 10	\$1,470
	Class Advisor - 11	\$1,470
	Community Service Club	\$1,470
	Musical Choral Director	\$1,470
	Theatre Tech Director	\$1,470
	TIER IV	
	Maine Street Mentors	\$998
	Ocean Science Club	\$998
	Downhill Club	\$998
	Musical Accompanist	\$998
	Bates Girls' Group	\$998
	TIER V	
	Chemistry Club	\$714
	Art Club	\$714
	Spanish Club	\$714
	Book Club	\$714
WMC Co Commission		
WMS Co-Curricular Stipends	TIER I	
	Yearbook	\$1,204
	Student Council	\$1,204
	Civil Rights	\$1,204
	Drama	\$973
	Choral Director	\$911
	Band Director	\$911
	Tech Team	\$694
	Math Team	\$694
1	Guitar Club	\$694
		[1] 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5
DDUS Extra Curricular		
PRHS Extra Curricular		
	TIER I	\$5,355
PRHS Extra Curricular	TIER I Varsity Football	\$5,355 \$3,749
PRHS Extra Curricular	TIER I	\$5,355 \$3,749 \$3,749

1	Boys' Ice Hockey	\$2,625
	Girls' Ice Hockey	\$2,625
	<u> </u>	· · · · · · · · · · · · · · · · · · ·
	Varsity Boys' Basketball	\$5,355
	JV Boys' Basketball	\$3,749
	Varsity Girls' Basketball	\$5,355
	JV Girls' Basketball	\$3,570
	B 1 st Team Basketball	\$2,675
	G 1 st Team Basketball	\$2,675
	TIER II	
	Varsity Field Hockey	\$4,095
	JV Field Hockey	\$2,867
	Varsity Girls' Soccer	\$4,095
	JV Girls' Soccer	\$2,867
	Varsity Boys' Soccer	\$4,095
	JV Boys' Soccer	\$2,867
	Varsity Cheering - Winter	\$4,095
	Varsity Baseball	\$4,095
	JV Baseball	\$2,867
	Varsity Softball	\$4,095
	JV Softball	\$2,867
	Head Indoor Track	\$4,095
	Assistant Indoor Track	\$2,867
	Assistant Indoor Track	\$2,867
	Head Outdoor Track	\$4,095
	Head Outdoor Track	\$4,095
. "	Assistant Outdoor Track	\$2,867
	Assistant Outdoor Track	\$2,867
	TIER-III	42,007
······································	Head Cross Country	\$3,150
	Assistant Cross Country	\$2,205
	Golf	\$3,150
***	Cheering - Fall	\$3,150
	Faculty Manager - Fall	\$1,470
	Faculty Manager - Winter	\$1,470
	Faculty Manager - Spring	\$1,470
	Unified Basketball Head	\$1,050
	Omnoc Daskovan Head	φ1,030
WMS Extra Curricular Stipends	TIER I	Programme to the country of Section 2.4 Biggs
•	Boys' Basketball	\$2,352
• • • • • • • • • • • • • • • • • • • •	Boys' Basketball	\$2,352
	Girls' Basketball	\$2,352
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Girls' Basketball	\$2,352
TIER II	
Field Hockey	\$1,848
Girls' Soccer	\$1,848
Girls' Soccer	\$1,848
Boys' Soccer	\$1,848
Boys' Soccer	\$1,848
Baseball	\$1,848
Baseball	\$1,848
Softball	\$1,848
Softball	\$1,848
Head Indoor Track	\$1,848
Assistant Indoor Track	\$1,029
Head Outdoor Track	\$1,848
Assistant Outdoor Track	\$1,029
TIER III	
Cross Country	\$1,470
Cross Country Assistant	\$840

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