

2024-2027

AGREEMENT

between the

BANGOR SCHOOL COMMITTEE

and the

BANGOR EDUCATION ASSOCIATION

on behalf of the

TEACHERS BARGAINING UNIT

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AGREEMENT entered into by and between the BANGOR SCHOOL COMMITTEE, of Bangor, Maine (hereinafter referred to as the "Committee"), and the BANGOR EDUCATION ASSOCIATION, of Bangor, Maine (hereinafter referred to as the "Association").

ARTICLE I

PREAMBLE

The Committee and the Association recognize that providing a high-quality educational program for the students who attend the public schools in the City of Bangor, Maine, must have first priority in their consideration together. They agree that:

1. The Committee is vested with certain legal authority and responsibility which it cannot, and does not desire to, abrogate, including all actions appropriate for compliances with the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act.
2. The Committee, under law, has the final responsibility of establishing educational policies for the Bangor School Department.
3. The Committee will confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession, and except that the Committee shall meet and consult but not negotiate with respect to educational policies. For the purpose of this paragraph, education policies shall not include wages, hours, working conditions, or contract grievance arbitration.
4. The Superintendent and the Superintendent's staff have the responsibility of carrying out established policies of the Committee.
5. The teachers represented by the Association have the ultimate task of implementing the educational program in the classroom.

The Committee and the Association also agree that the best interests of public education will be served by establishing procedures to govern the relationship between the Committee and the employees represented by the Association.

It is the intent and purpose of this Agreement to promote harmonious relations between the Committee and the Association to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving differences which may arise, and to set forth herein the basic and full agreement between the Committee and the Association concerning wages, hours, working conditions, and contract grievance arbitration.

ARTICLE II
RECOGNITION

The Committee recognizes the Association as the sole and exclusive bargaining agent for the certified professional employees who have been in the employ of the Committee six (6) months or longer in accordance with the Municipal Public Employees Labor Relations Act except those excluded under Title 26, Chapter 9A, Section 962, Subsection 6. In this Agreement certified professional employees (hereinafter referred to as "teachers") include and are limited to teachers, school counselors, department heads, librarians, literacy coaches, occupational therapists, school psychological service providers, social workers, school nurses, physical therapists, speech-language clinicians/pathologists, graduation coaches, IEP Compliance Coordinators, and elementary math coaches.

Whenever the singular is used, it is to include the plural unless similar contra indications are present.

ARTICLE III
TEACHER RESPONSIBILITIES & QUALIFICATIONS

The Committee and the Association acknowledge that the teachers' primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end.

All teachers shall at all times be fully certified and/or licensed in accordance with state and federal guidelines under the Every Student Succeeds Act and shall hold valid State certification which authorizes the legal teaching of the teacher's assigned subjects or fields at the time of hire. All teachers shall present a copy of such certificate, or an application therefore, and documentation that they are fully certified and/or licensed to the Office of the Superintendent in advance of actual teaching. Teachers further agree to perform all assigned duties in accordance with all laws, rules and regulations and subject to the direction of the Committee and the Superintendent. In the event a teacher is transferred to a position for which they are not fully certified and/or licensed, that teacher will have the full time permitted by statute to obtain the necessary certification and/or licensure.

ARTICLE IV
WORK YEAR COMPENSATION

The salary schedules for teachers are based on a work year of one hundred eighty-two (182) days, except that probationary teachers have a work year of one hundred eighty-four (184) days in their first year and one hundred eighty-three (183) days in their second probationary year. If the Committee requires teachers to work in excess of one hundred eighty-two days, they shall be compensated at the rate of one, one hundred eighty-second ($1/182$) of their respective salaries for each such day.

ARTICLE V

LEAVES

Section 1. Sick Leave

A. All teachers shall be entitled to twelve (12) days of leave with pay each year on account of personal illness, the total amount to accrue as of September 1.

*Permanently employed, part-time teachers will receive sick leave benefits on a prorated basis commensurate with their approved working schedule.

*Note: this applies to grandfathered part-time employees as of June 30, 2012 who work less than full-time which only had their sick leave prorated. See Article XVIII, Section F Employee Rights, for any part-time employees hired after June 30, 2012 for clarification of salary, benefits, and leaves.

However, should an employee resign having taken more leave days than having earned at the rate of one (1) day per month, the employee will forfeit pay for the unearned days.

B. Unused sick leave days shall be accumulated from year to a maximum of one hundred fifty (150) days.

C. In cases of extended illness (five (5) or more consecutive days) the Committee or the Superintendent may request a statement from a duly licensed physician or a notarized statement from the employee substantiating a claim for sick leave before honoring such claim. If such a statement is not presented within ten (10) days of the request, the claim shall be disallowed.

D. An employee who is unable to report to the assigned duties because of personal illness or disability and who has exhausted all accrued sick leave shall be granted a leave of absence without pay for the duration of such illness or disability to a maximum of one (1) year. At the discretion of the Committee and upon the request by the employee, the leave of absence without pay may be renewed.

Section 2. Family Leave

Employees shall be allowed leave of absence at full salary when such leave is required for attendance upon members of the immediate family whose illness demands their care. Each employee shall receive five (5) days per year for this purpose. In addition, teachers may accrue two (2) unused days per year, to a maximum of ten (10) combined days. Use of family leave shall not exceed three (3) days in any single instance unless approved for an additional day(s) granted by the Superintendent.

Immediate family shall be regarded as grandfather, grandmother, father, mother, husband, wife, brother, sister, son, daughter, grandson, and granddaughter natural, in-law or step relationships. In situations where a unique relationship exists between an employee and some other person over a period of time, and which evinces a state of responsibility, caring and a closeness similar to kinship, such leave may be approved by the Superintendent.

Section 3. Bereavement Leave

Employees shall be granted leave of absence necessitated by the death of a member of the immediate family. Such leave shall be granted at full salary for a period not to exceed five (5) days in each instance.

Immediate family shall be regarded as grandfather, grandmother, father, mother, husband, wife, brother, sister, son, daughter, grandson, and granddaughter natural, in-law or step relationships. In situations where a unique relationship exists between an employee and some other person over a period of time, and which evinces a state of responsibility, caring and a closeness similar to kinship, such leave may be approved by the Superintendent and will not be unreasonably withheld.

Section 4. Military Leave

Employees who are members of the National Guard or other authorized state, military or naval forces, and those employees who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to a leave of absence from their respective duties, without net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such employees shall have made every reasonable effort to perform such annual training during the period when school is not in session. Net loss of income shall be defined as the difference between the employee's daily rate of pay and military pay.

Each employee shall be entitled to further leave for military service in accordance with applicable Federal and State laws.

Section 5. Jury Duty

The Committee agrees not to interrupt the normal salary payments to any employee who is summoned for and who appears for jury duty on an employee workday provided such employee shall endorse and deliver to the Bangor School Department promptly upon receipt of all amounts received above reimbursed expenses for such jury service.

It is further understood that such a teacher will report promptly for duties whenever not required by the court to be present for jury service provided there remain at least two (2) hours in the teacher's scheduled work day. If the jury duty is performed outside of Penobscot County, reasonable and usual travel time shall be allowed in addition to the two (2) hours.

Section 6. Professional Leave

A. Sabbatical Leave

Teachers who will have completed seven (7) years of consecutive teaching service in the Bangor School Department shall be eligible to apply for a leave of absence for professional improvement directly related to their current teaching assignment, not to exceed one (1) full year and with recompense to be at

no more than one-half (1/2) the regular annual salary. The teacher must present plans for study beyond the Bachelor's Degree in an application to the Superintendent no later than 1 February preceding the school year in which the leave will be taken. The Committee may grant no more than two (2) such leaves in any one (1) school year. Teachers shall not be employed to work for any school system while on such leave unless such work is required as part of a degree program. Teachers who are granted sabbatical leave are expected to return for at least one (1) year of employment with the Bangor School Department upon termination of the leave or shall reimburse the Department for all compensation received while on such leave.

Sabbatical leave compensation shall be based upon the regular salary, exclusive of any salary addendum or extra-duty pay, at the rate of half salary for a full year of leave or one-fourth salary for a half year of leave.

The Superintendent shall make recommendations concerning sabbatical leave requests to the Committee by March 1.

B. Without Recompense

1. Teachers who are on continuing contract may request a leave of absence without recompense for the purpose of further study. Plans must be presented in an application to the Superintendent no later than six (6) months prior to the beginning date of the requested leave.

2. A leave of absence without pay of up to one (1) year may be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher. At the discretion of the Committee and upon the request of the employee the leave of absence without pay may be renewed.

C. Placement on Salary Schedule

1. Sabbatical leave or leave without recompense for the purpose of further study as described in Section B.1. of this Article shall not be considered as time employed by the Department for the purpose of placement on the salary schedule upon the employee's return from such leave.

2. A leave of absence without pay, as described in Section B.2. of this Article for exchange teacher or overseas teacher shall not be considered as time employed by the Department for the purpose of placement on the salary schedule unless the Superintendent determines at the time such leave is granted, that such leave is for the purpose of teaching.

D. Professional Improvement Leave

Each teacher, upon approval of the Superintendent, shall be entitled to two (2) days during the school year with full pay for the purpose of visiting other schools, participating in professional meetings, or attending conferences. Approval shall be contingent on the estimated worth of the visit, alignment to the BSD Ten Year Strategic Plan, SCC goals, SMART goals, and the willingness of the employee to submit

a written report.

Additional days of professional improvement leave may be granted at the Superintendent's discretion. In the absence of clear evidence that the Superintendent's decision regarding the granting of professional leave is capricious and/or arbitrary, such decision shall be final.

Section 7. Maternity/Paternity Leave

The Committee agrees to comply with all laws as may relate to the eligibility of employees to receive sick leave benefits during time of pregnancy.

Maternity/Paternity leave of absence without pay up to one (1) year in duration shall be granted to any employee after six (6) months of service upon application accompanied by a written statement of the anticipated commencement date of such leave.

In the event of medical complications during or after pregnancies, involving either the mother or the newborn child, extensions of the maternity/paternity leave shall be granted. Such leave extension shall not exceed two (2) years.

Section 8. Adoption Leave

An employee adopting a child shall be entitled upon request to a leave of absence without pay. Such request must be made in writing to the Superintendent at least one (1) month prior to the beginning date of the requested leave and shall be for a period of up to one (1) year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

In situations where an employee is unable to provide one (1) month of notice prior to the beginning date of the leave, the Superintendent may waive the provision.

Section 9. Personal Business Leave

There are times when teachers may need to conduct personal business that cannot otherwise be scheduled outside the regular school day. For these situations, each employee shall be granted up to two (2) days per year without amplification or loss of pay upon advance notice of forty-eight (48) hours. In situations where 48-hour notice is not possible, the employee is responsible for submitting a written request no later than seven (7) calendar days following the date of the leave. Submission of written requests beyond the due date may result in loss of per diem pay.

Except for circumstances beyond the control of the employee, the use of personal business leave days cannot be used to extend a vacation or long weekend unless in the case of an emergency (such as a canceled flight, in which the employee must submit documentation of the canceled flight) or unless granted prior approval, at the sole discretion of the Superintendent, where full amplification will be required.

Personal business leave may not be used to conduct activities for profit or other employment, nor may it be used if related to the employee's arrest or incarceration.

For those times, when an employee has a situation which does not qualify as personal business leave, the employee may submit a request for leave without pay, subject to Superintendent approval at the Superintendent's sole discretion.

Section 10. Earned Paid Leave

Full-time employees will be credited in advance with 24 hours of Earned Paid Leave (EPL) at the beginning of each contract year (September 1 to August 31). The advance crediting of EPL is based on accrual of 1 hour of EPL for every 40 hours worked, up to a maximum of 24 hours per year, with full-time employees presumed to work 40 hours per week. EPL will be prorated for part-time or partial year employees. The 24 hours of EPL under this section, combined with the 2 personal days under Section 9, satisfy the Maine statutory requirement for employees to earn up to 40 hours of earned paid leave on an annual basis.

Newly hired employees may not use EPL until they have been employed by the Bangor School Department for 120 calendar days.

The following notice requirements apply depending on whether EPL leave is used for planned purposes or unplanned/emergency purposes:

A. Planned Purpose

To use EPL, employees will provide written notice of use to their supervisor at least 14 days in advance for a purpose that can be planned.

Any such use of EPL shall not run concurrently with any other type of paid leave for which the employee is eligible for this purpose (such as sick leave). In general, planned EPL may not be used for more than three (3) consecutive work days. Planned EPL cannot be used on the days immediately before and/or after a holiday or vacation period, on the first day of school, or during state assessments, workshop days, mandatory trainings, or any other day that would create an undue hardship for the School Department, unless granted approval by the Superintendent.

B. Unplanned/ Emergency Purpose:

EPL may be used for an emergency, illness or injury, or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule; and is otherwise unforeseeable. In these cases, employees are required to notify the School Department as soon as practicable in the circumstances.

The employee will provide appropriate explanation or reasoning demonstrating the necessity of using EPL for unplanned/emergency purposes. Employees may be asked to provide additional documentation upon request when an employee requests such leave for three (3) consecutive work days or more, or if there is evidence of misrepresentation.

Unused EPL may not be carried over to the next contract year. Upon separation of employment,

any credited EPL time that was used, but not yet accrued, will be deducted from the employee's final paycheck. Earned paid leave will not be paid out upon separation of employment, and it may not be used to extend an employee's employment beyond the last day actually worked. However, if the employee returns to work within one year of leaving, the employee may use the EPL credited to them at the time they are rehired without waiting 120 calendar days.

Section 11. Other Leaves Permitted

A. Other leaves of absence with or without pay may be granted by the Superintendent or Committee. However, in the absence of clear evidence that the Committee's decision is capricious and/or arbitrary, such decision shall be final.

B. An employee may request a leave of absence without pay and without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a State legislator. Such leave shall be granted provided that written notice of intent to become a candidate for the Legislature is given at the time teacher contracts are issued.

C. An employee who has the opportunity to serve in a professional association capacity shall be granted up to one (1) year leave of absence (after written application) without pay. At the discretion of the Committee and upon the request of the employee the leave of absence without pay may be renewed.

Section 12. Notification of Leave

An employee shall notify the Superintendent or the Superintendent's designee of the intention to take any leave permitted upon this Article with as much advance notice as is practicable under the circumstances. Unless waived at the sole discretion of the Superintendent, failure to notify the Superintendent of a family leave request within ten (10) days of taking such leave shall result in the denial of the leave request.

ARTICLE VI

PROFESSIONAL IMPROVEMENT

A. As a condition of employment, each teacher shall successfully complete no fewer than six (6) credit hours or their equivalent every five (5) years. All such credit hours or their equivalent for which reimbursement is sought shall require approval by the Superintendent unless in a degree/certificate granting program in the teacher's field of training.

All teachers requesting approval and/or reimbursement for coursework, conference attendance, or other professional improvement must submit the "Bangor School Department Application for Professional Development Approval."

Teachers requesting approval of coursework, conference attendance, or other professional improvement for recertification purposes also must complete and submit the "Prior Approval Form E1" for the Bangor Certification Committee.

A teacher shall be reimbursed for not more than nine (9) credit hours during the twelve (12) month period commencing September 1 of each year. For the final course of a degree program, up to three (3) credit hours may be added to the limit of nine (9) credit hours per year. The teacher would need a written letter from their advisor stating that this is the final course required to complete their degree. The teacher would then only have six (6) credit hours available to them in the following year. The per credit reimbursement rate shall be at the University of Maine at Orono cost of graduate education credits, plus up to \$100.00 in fees (in the event fees are charged), and the cost of textbooks and computer supplies/lab fees, as supported by paid receipts, with a limit on textbooks of \$225.00 and on computer supplies/lab fees of \$50.00 per course. The Bangor School Department shall make arrangements with the higher education facility for direct payment toward the teacher's courses, and the teacher shall be responsible for making arrangements with the higher education facility for any additional amount owed.

In the event a teacher is required to take a course for recertification purposes and that course is not offered at one of the State's universities during that twelve (12) month period, the Committee agrees to pay actual tuition, plus up to \$100.00 in fees (in the event fees are charged), and the cost of textbooks and computer supplies/lab fees, as supported by paid receipts with a limit on textbooks of \$225.00 and on computer supplies/lab fees of \$50.00 per course. Third party billing will also be available to the teacher, and the teacher shall be responsible for making arrangements with the higher education facility for any additional amount owed.

Teachers on leave of absence without pay for the purpose of further study shall be reimbursed upon their return to employment for no more than six (6) credit hours taken during a twelve (12) month period commencing September 1 of each year. Reimbursement shall be for the cost of credits, plus up to \$100.00 in fees (in the event fees are charged), and the cost of textbooks and computer supplies/lab fees, as supported by paid receipts, with a limit on textbooks of \$225.00 and on computer supplies/lab fees of \$50.00 per course. The per credit cost shall not exceed that charged by the University of Maine at Orono for any equivalent graduate education course (unless as described in the preceding paragraph).

All employees seeking reimbursement for course work must demonstrate, in writing, the precise applicability of such course work to their present instructional or extra-duty assignment. Prior approval of such course work must be obtained from the Superintendent or their designee before class registration (unless in a degree granting program as described above). A change of degree program must be approved by the Superintendent or designee prior to the teacher signing up for new courses. Proof of satisfactory completion of each course, along with credit and book/computer supply/lab and registration fees/expense vouchers, must be submitted within three (3) months following completion of the course to qualify for reimbursement (unless the direct billing option has been selected). All employees may request approval from the Superintendent or their designee to take courses for which no credit is granted. If approved,

reimbursement shall be as stated in the above paragraphs. Teachers who have been granted approval of courses and other fees prior to the ratification of this contract shall be grandfathered under the terms of the previous year's contract.

If a teacher fails to finish or successfully complete an approved course, except in the case of death or disability, the teacher shall reimburse the School Department all monies paid through the direct billing option. Teachers receiving grades lower than a B- will not be reimbursed for the courses.

B. Upon request by the teacher, and after approval by the Superintendent, the Committee shall pay the full cost, up to three teachers per year, of the application fee for participation in the initial certification process of the National Board for Professional Teaching Standards. Requests shall not be unreasonably denied, and such decisions shall be final in the absence of clear evidence that the Superintendent's decision is capricious and/or arbitrary. The Committee has the option to increase the number of teacher candidates.

In addition, each teacher candidate shall be provided a maximum of three days of paid leave to prepare the teacher's portfolio for submission. Teachers whose application fee is paid by the Committee will not be entitled to course or textbook reimbursement during the school year in which they are candidates for National Board Certification.

If a teacher does not complete the National Board Certification process, the teacher shall reimburse the School Department all monies paid to NBPTS on the teacher's behalf. Achievement of National Board certification is not required to fulfill the conditions set forth in this article. Participation in this process is voluntary.

Teachers who achieve National Board certification will be compensated based on the salary schedule and the stipend amount funded by the State of Maine per 20-A M.R.S.A. §13013-A, as long as they maintain NBPTS certification.

C. School Vacation Conference Options: Upon request by the teacher, and subject to approval by the Superintendent, a teacher may attend a conference or workshop during school vacations or the summer months in lieu of taking graduate credit courses, subject to the following conditions:

1. All conferences and workshops approved under this section must be conducted during school vacations or the summer months, so that teacher time in the classroom will not be diminished by attending the approved conference or workshop.

2. The employee seeking approval for a conference or workshop from the Superintendent shall state in writing why the employee believes the particular workshop or conference has meaningful educational and professional development value, and is comparable to graduate coursework or which cannot be obtained from such available course work.

3. The Bangor School Department will reimburse:
 - a. the cost of the conference/workshop up to \$175.00 for a one (1) day conference and up to \$325.00 for a conference that is more than one day, and
 - b. a maximum of \$75 for in state travel and \$125 out of state travel.
4. No more than two conferences/workshops under this section and Article V, Section 6 (D) may be approved or reimbursed in any contract year.

ARTICLE VII

SALARIES

Teachers shall be paid in accordance with the salary schedule set forth in Schedule "A", which is attached hereto and made a part hereof, unless specific and individual exception has been negotiated or an annual increase is withheld as provided below.

Teachers needing to demonstrate improvement as specified on Form GCN-3 attached to the most recent evaluation will remain on the same step on the salary scale as the year in which they are placed on an improvement plan until they have met the requirements and expectations of the plan. Any teacher placed on an improvement plan after May 1st will have until the end of September to demonstrate improvement. On October 1st if the teacher remains on the improvement plan, they will be placed on the salary scale from the previous year and remain there until they are removed from the improvement plan.

There shall be twenty-one (21) or twenty-six (26) pay periods during each contract year at the discretion of the individual teacher. All paydays shall fall on Thursday except that, when a holiday intervenes, an effort shall be made to pay on the preceding day. After advance notice to employees at the beginning of a school year, the School Department may pay employees over twenty-seven (27) pay periods to reconcile discrepancies between biweekly payroll periods, the number of days in the year, and/or to ensure there are not more than two weeks between paychecks.

Employees who enter or leave the employ of the Bangor School Department during a school year shall be paid a proportionate share of their annual salary in relation to the number of days of service as compared with the number constituting the work year.

Teachers may request payment in one (1) lump sum of the unpaid balance of their contracted salary on the second pay date in June provided their work year is concluded and provided notice is given no later than four (4) weeks prior to that date. An employee who receives notice that the employee's position is to be eliminated shall be eligible for this provision without four (4) weeks of notice.

Any teacher employed less than full time, other than substitute teachers, shall be paid a proportionate salary for the time required by the school department.

For the purpose of placement on the salary schedule, a teacher shall be considered to have worked

a full year having been employed a minimum of one hundred thirty-six (136) consecutive days.

ARTICLE VIII

INSURANCE

Section 1.

A. Teachers may choose to enroll in any of the MEA Benefit Trust Plans. All Committee contributions will be based on the Choice Plus Plan.

The Committee will provide one hundred percent (100%) single subscriber coverage under Choice Plus to all teachers, except those employees receiving the cash in lieu.

For teachers who elect dependent care coverage (adult with child, two-person, or family), the following percentages of dependent care coverage under the Choice Plus Plan will be covered after the single subscriber coverage rate is subtracted out. For teachers whose spouse is also employed in the BSD that elect family coverage, the premium rate will be determined as follows: Two (2) single subscriber rates will be subtracted from the Choice Plus premium and then the below percentage rate will be applied:

2024-2025 58%

2025-2026 58%

2026-2027 58%

B. Any employee whose spouse receives either two-person or family-plan coverage as an employee of any Bangor city department, including the School Department, is not eligible for dual health insurance under this Article.

C. Teachers hired after October 15, 1993 and before July 1, 2012, who work less than full-time shall have one hundred percent (100%) single subscriber health insurance paid as outlined above in Article VIII, section A. Those same teachers who elect to increase coverage (adult with child, two-person, or full family) will have the additional cost prorated.

D. Income Protection and Long-Term Disability Insurance comparable in benefits as noted in the Appendix

E. Life Insurance in the amount of ten thousand dollars.

F. The Committee will pay the premium for dental insurance protection equal to the MSMA Plan I, single-person coverage. Teachers who elect increased coverage to two-person or family coverage may elect to do so by paying the difference between the chosen plan and single-person coverage.

Section 2.

Employees not desiring health insurance provided by the Bangor School Department, who provide documentation that they are covered under another employer's health insurance plan, shall \$3,950 in the last paycheck in June. Current employees must provide documentation annually, by scanning and emailing

their documentation to the Business Office between May 15 and June 15 of the previous year to be eligible. New employees must provide documentation at the time of employment. Employees not desiring dental insurance provided by the Bangor School Department shall receive \$50 in lieu of such coverage.

ARTICLE IX

EXTRA-DUTY PAY

1. Each employee who contracts for an extra-duty assignment shall be paid in accordance with the extra-duty salary schedule set forth in Schedules "B1" and "B2" which are attached hereto and made a part hereof.

2. Employees who enter or leave the employ of the Bangor School Department who hold an extra-duty assignment shall be paid a proportionate share of their extra-duty salary in relation to the time expended in that activity compared to the total time required to complete that activity.

3. Employees who have extra duty commensurate with the contract year will receive payment in twenty-one (21), twenty-six (26), or twenty-seven (27) equal installments unless the method of payment set forth in Paragraph 4 is selected.

4. Employees who have extra duty can request payment in one lump sum at the conclusion of the activity. In the case of an employee who begins an activity in advance of the contract year, partial payment can be authorized if requested prior to the first pay period for the contract year. Any request for a change for a lump sum or partial payment must be made to the Director of Business Services by September 1.

5. No employee shall be required to enter into a contract for the performance of extra duties under the extra duty payment schedule.

6. All extra-duty positions will be posted in the same fashion and under the same guidelines as vacant positions are posted. Current employees who are qualified and who apply will be given consideration for extra-duty positions. Article XVIII, Employee Rights, shall not apply to extra-duty positions.

7. Changes in the extra-duty salary scale can be negotiated at any time during the contract as long as both sides agree to open up this section only. Any requests for changes will be made, in writing, to the Association and the Superintendent. Any agreed upon changes made to the extra-duty scale will be corrected in the contract before the start of the new contract year.

8. If an employee is out on long-term leave and unable to fulfill the responsibility of an Extra-Duty position, the employee will be compensated for the time served up until the first date of the leave and the Committee has the right to post and fill the position with another employee for the remainder of the season/school year. At the end of that school year, the filled position will be posted to allow interested parties to apply.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1. Definitions

1. A grievance, for purposes of this contract, shall be defined as any controversy, complaint, misunderstanding, or dispute arising between the parties as to the meaning or application of the specific terms of this Agreement.
2. An "aggrieved employee" is the teacher or teachers making the claim
3. "Days" shall mean calendar days exclusive of Saturdays, Sundays, legal holidays, and snow/storm days.

Section 2. Informal Procedure

Every reasonable effort should be made by the parties involved to arrive at a fair and equitable resolution of every grievance without resorting to the grievance procedure hereinafter set forth. It is understood that the presentation and discussion of grievances shall take place during non-working time except by mutual agreement or when such discussions cannot be conveniently scheduled. If the grievance cannot be resolved in this manner, the matter may be submitted to the grievance procedure in accordance with the terms of this Article.

Section 3. Formal Procedure

If the grievance has not been adjusted informally as above suggested, it may be submitted to the following grievance procedure:

Step 1. Principalship Level

If the grievance is to be submitted to this formal procedure, the aggrieved employee and/or the Association, within thirty (30) days after the event(s) or condition(s) on which the grievance is based occurred, shall submit in writing, and sign such grievance setting forth the contentions in full to the Principal of the school in which the aggrieved employee is assigned.

The Principal shall submit a written answer to the aggrieved employee and/or the Association within twenty (20) days after receipt of the written grievance. In the event a grievance does not pertain to the Principal, the grievance may be filed at Step 2.

Step 2. Superintendency Level

If the answer of the Principal does not satisfactorily adjust the grievance, the aggrieved employee and/or the Association may, within ten (10) days after receipt of the written answer from the Principal, submit the grievance to the Superintendent in writing, including the answer of the Principal. The Superintendent shall hear the aggrieved employee and/or the Association and shall submit a written answer to the grievance to the aggrieved employee and the Association within ten (10) days after receipt of the written grievance.

Step 3. School Committee Level

If the answer of the Superintendent does not satisfactorily adjust the grievance, the aggrieved employee and/or the Association may, within ten (10) days after receipt of the written answer from the Superintendent, submit the grievance to the School Committee Chair in writing, including the answer of the Superintendent. The School Committee shall hear the aggrieved employee and/or the Association in executive session at or before the next regularly scheduled School Committee meeting that is held at least ten (10) days after the School Committee Chair's receipt of the written grievance. The School Committee shall submit a written answer to the grievance to the aggrieved employee and the Association within ten (10) days after hearing the grievance.

In the event that the Principal, Superintendent, or School Committee fail to respond within the time periods provided above, the aggrieved employee or the Association may automatically proceed to the next level in the grievance procedure.

Section 4.

Time is of the essence in the filing and processing of all grievances under this Article and Article XI. Failure on the part of the grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of such grievance and be a complete bar to arbitration, unless both parties agree to waive or extend time requirements. No arbitrator shall have the authority to waive, amend, modify or adjust the time requirements set forth herein or in Article XI.

ARTICLE XI

ARBITRATION PROCEDURE

Section 1. Binding Arbitration

Any grievance concerned with the meaning or application of specific terms of the Agreement and which has been properly processed through the grievance procedure set forth above in Article X and has not been settled at the conclusion thereof, and which has been deemed meritorious by the Association, may be appealed to arbitration by the Association by serving written notice of its intention to appeal on the Committee, together with a written statement of the specific provision or provisions of this Agreement at issue. If, however, the grievance is not appealed to arbitration as provided in this Section within fourteen (14) days after receipt of the written report of the School Committee where such grievance was discussed, such grievance shall be considered settled in accordance with the action taken by the School Committee.

Section 2. Selection of Arbitrator

In the event a grievance is appealed to arbitration as provided in the foregoing section, the Chair of the School Committee or designated representative shall meet with the aggrieved employee and/or the President of the Association or designated representative within five (5) days and shall jointly select as

arbitrator a person who is recognized as experienced, impartial, and competent. If the parties are unable to reach agreement at this meeting, either party may request the American Arbitration Association to furnish an arbitrator under its Voluntary Labor Arbitration Rules.

Section 3. Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined exclusively to only those grievances which are disputes between the parties as to the meaning or application of the specific terms of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement to establish or alter any wage rate or wage structure, to interpret any federal or state statute or local ordinance when the compliance or non-compliance therewith shall be involved in the consideration of the grievance, or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Committee and the Association unless the grievances at issue directly relate to the same express provision or provisions of this Agreement and were timely appealed to arbitration by the Association when the arbitrator was selected by the parties. The award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee, the Association and the Committee.

Section 4. Arbitration Procedure

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Committee and the Association. All other expenses will be paid by the party incurring them.

ARTICLE XII

NO STRIKE NO LOCKOUT

For the duration of this Agreement, the Association, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow down or stoppage of work, boycott, picketing or other interruption of the Bangor school program. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the Committee. In consideration of this no strike pledge by the Association and employees, the Committee shall not lock out employees for the duration of this Agreement. Neither the violation of any provision of this Agreement nor the commission of any act constituting a prohibited practice complaint or otherwise made unlawful by any federal, state or local law shall excuse employees, the Association or the Committee

from their obligations under the provisions of this Article. Alleged violation of any provision of this Article is appealable immediately by either party to the Superior Court for Penobscot County in the State of Maine for the purpose of securing specific performance of the provisions of this Article, and/or assessing damage for a violation of any of the provisions of this Article.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice of all job vacancies, including extra-duty, shall be given to teachers by the Superintendent by posting on the school website and on a school bulletin board designated for employees. Notice of job vacancies also shall be given to employees by email sent once per week to employee school department email addresses. Following such notice employees who wish to apply for the open position will have five (5) days exclusive of Saturdays, Sundays, legal holidays and storm days, to notify the Superintendent that they wish to be considered for the position. Such notification shall include the position to which the employee desires to be assigned and/or the school to which the employee desires to be transferred, together with the reasons such a change is requested.

The decision concerning such request shall be made by the Superintendent. In the absence of clear evidence that the Superintendent's decision is capricious and/or arbitrary, such decision shall be final.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

The Superintendent, appropriate principal(s), or other administrator(s) shall discuss potential involuntary transfers which occur after teachers have signed their salary notifications with individual teachers before the involuntary transfer is made. Such discussion will include the reason(s) for such transfer. Additionally, the Superintendent, appropriate principal(s), or other administrator(s) will provide any employee involuntarily transferred or reassigned specific reasons in writing for the involuntary transfer within fifteen (15) days of the Superintendent's decision to take such action, except in the case of emergency, and prior to the new assignment or transfer taking effect. In the absence of clear evidence that the Superintendent's decision is capricious and/or arbitrary, such decision shall be final. The Superintendent shall also notify the Association before the involuntary transfer or reassignment goes into effect. An employee who is involuntarily transferred shall not be reduced in compensation. An employee who is involuntarily transferred is not entitled to additional compensation related to the transfer, provided that in extraordinary circumstances requiring extensive packing and moving, the Superintendent may approve additional compensation not to exceed one (1) day of paid time at the employee's per diem rate.

ARTICLE XV
EMPLOYMENT

A. Employees shall be notified of their contract and salary status for the next school year no later than 1 May or not later than thirty (30) days after the signing of the collective Bargaining Agreement whichever comes later.

B. Teachers initially hired effective on or after September 1, 1985, by the Bangor School Department shall receive full credit for prior teaching experience at an approved school and at the same level (elementary or secondary) as the position to which elected. Experience at another level (college, nursery) shall be granted credit at the discretion of the Superintendent.

C. An Educational Technician who is currently employed by the Bangor School Department, who is hired as a teacher with no break in service, shall carry over up to twenty (20) days of personal sick leave, if accrued. Said days shall be granted upon issuance of continuing contract status.

D. An employee may terminate the employee's contract after thirty (30) days of written notice to the Superintendent or by mutual agreement. Days are defined as calendar days.

ARTICLE XVI
PERSONNEL FILES

Upon reasonable notice, any employee or a representative whom the employee has designated in writing shall have the right, upon request to the Superintendent, to review the contents of the employee's personnel file and to make copies of any documents contained therein.

No person other than the employee, the designated representative, the School Committee when acting as a collective body, or the employee's administrator(s) or their clerical assistants shall be allowed access to the personnel file on the employee unless specific authorization is granted by the employee. No materials shall be maintained in the individual building files that are not also included in the central office files. Adherence to this section will be in accordance with the "Right-to-Know" Law.

Employees shall be provided a copy of all material placed in the personnel file. An employee shall have the opportunity to review evaluative, disciplinary or investigative material which is to be placed in the employee's personnel file and sign it with the expressed understanding that such signature in no way indicates agreement with the contents thereof. An employee shall have the right to submit a written response to any material placed in the personnel file. This response shall be reviewed by the Superintendent and attached to the file copy. Anonymous or unattributed material shall not be placed in the file.

Complaints shall not be placed in an employee's personnel file unless the employee is notified and a qualified supervisor attaches a cover letter stating that an investigation has been completed and the complaint is believed to be valid. The employee will be able to respond in writing to any and all complaints.

An employee may submit material for inclusion in the file which shall thereupon be placed in the

file and retained. The employee may likewise indicate in writing those materials which the employee considers inappropriate to be retained. The material shall be reviewed by the Superintendent who shall decide on this matter. The Superintendent's decision shall be subject to review by the Committee, but it shall not be a matter for grievance.

ARTICLE XVII

NON-TEACHING DUTIES

A. Every effort will be made to relieve classroom teachers from non-teaching duties and if this is not possible, the non-teaching responsibilities will be assigned to the extent possible by the appropriate administrator on an equalized basis within any given school building.

B. Teachers will not be required to drive pupils to school activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their Principal.

ARTICLE XVIII

EMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, suspended, or denied the step increase without just cause. No employee on continuing contract shall be dismissed without just cause. Any such action will be subject to the grievance procedure set forth in this Agreement, but non-renewals based upon evaluation of teaching performance shall not be subject to the grievance procedure, provided that the procedural steps of any non-renewal policy which may be adopted by the Committee were followed.

B. Any suspension of any employee pending final investigatory committee action will be with pay.

C. Whenever any employee is called before the Superintendent or any member of the Superintendent's staff concerning any matter which may have an adverse effect on continuation in office, position or employment or on the wages or any increments pertaining thereto, the employee shall receive prior written notice of the reasons, for such meeting or interview and shall be entitled to have a representative of the Association present for advice and representation during such meeting or interview.

D. Seniority shall be based upon continuous years of service within the Bangor School Department and shall run from date of hire within each bargaining unit. Seniority rights shall be interrupted, however, by involuntary layoffs of less than two years when caused by elimination of positions.

E. Layoff and Recall

1. When a position is eliminated, the individual employee contract to be terminated shall be determined on the following basis:

a. Seniority;

b. Qualification (which may include but is not limited to the following: certification, academic preparation as reflected by highest degree level obtained, course work for which salary placement credit is granted, college level courses, workshops, and institutes which are relevant to teaching), both in regard to comparison with other employees within the bargaining unit and suitability for available positions; and

c. Effectiveness rating as determined by evaluation.

2. To the extent that seniority shall be considered for the determination of layoff and recall rights, such seniority shall be applied in the following classifications:

a. Teachers shall be divided between K-8, 9-12 and specialist areas except that teachers who are assigned to grades 7 and/or 8 on the basis of a 7-12 certificate shall be considered as 9-12 for the purpose of seniority.

b. K-8 classroom teachers shall be treated as a single department for the purpose of seniority.

c. Within the 9-12 division (including 7-8 teachers so assigned on the basis of a 7-12 certificate), teachers shall be further grouped for the purpose of seniority into the following departments: Business Education, English/Reading, Health/Family Life, World Language, Librarian, Mathematics, Science, History/Social Studies, Special Education, and Vocational.

d. Specialist teachers will also be grouped for the purposes of seniority into the following departments: Literacy Coaches, Pre-K, Special Education K-8, Special Education 7-12, School Counselors, K-12, Art K-12, Hearing Impaired K-12, Multiple Handicapped K-12, Music K-12, Physical Education K-12, Physical Therapist K-12, Occupational Therapist K-12, School Nurse K-12, School Psychological Service Provider, Social Worker K-12, Speech-Language Clinicians K-12 and Speech-Language Pathologists K-12.

e. Layoff and recall shall be governed by seniority within departments except as affected by items 1.(b) and 1.(c) above.

3. A teacher who is transferred to another bargaining unit represented by the Association, or between a classroom teaching and a non-classroom teaching position, shall retain seniority rights in the prior position for a period of three (3) years from the date of leaving said prior position.

4. Teachers who are employed with teaching responsibilities in more than one subject area may have seniority rights independently in both areas.

5. A teacher who is transferred from one department to another who is transferred from one level to another shall have transferred all years of seniority in the prior department or level to the new department or level assignment.

6. Any teacher who has had experience as an assistant teacher in the Bangor School

Department shall be granted the time served as an assistant teacher in Bangor towards seniority when two or more teachers have the same amount of time as teachers in the Bangor School Department.

7. An employee shall retain recall rights for a period of one (1) year from the date of termination of employment caused by elimination of a position unless the employee indicates in writing that the employee wishes to be removed from the recall list or unless the employee fails to accept recall. If a laid off employee accepts any employment position with a seniority classification other than that held immediately prior to layoff, the employee shall remain eligible for recall within the prior classification. The School Committee shall fulfill its recall obligations by giving notice through the mail to the last known address of the laid-off employee. An employee receiving a recall notice must respond within five (5) business days of receipt of notice.

8. All benefits to which an employee was entitled at the time of layoff, including unused, accumulated sick leave and credits towards sabbatical eligibility, shall be restored upon return to active employment.

9. An employee will not receive increment credit for time spent on layoff unless such time was spent in employment as a teacher, nor will such time count toward the fulfillment of time requirements for acquiring continuing contract status.

10. The Committee shall maintain seniority and recall lists and make copies of such lists available to the Association at the commencement of the school year. The Committee will promptly notify the Association of changes in the list.

11. The Committee will notify the Association promptly of all employees who are to be laid off or recalled.

12. Any employee whose employment is terminated as a result of a reduction in force shall be granted an additional two (2) days of leave of absence with pay to apply and interview for other positions, provided said employee has not been offered a comparable position within the Bangor School Department.

F. Part-time Employees

Part-time employees are those employees that work less than a full-time schedule. Part-time employees will receive the Committee's contribution of all salary, benefits, and leaves prorated.

ARTICLE XIX

COMMITTEE RIGHTS

Except as explicitly limited by a specific provision of this Agreement, the Committee shall continue to have the exclusive right to take action it deems appropriate in the operation of the Bangor School Department, in the implementation of educational policies, and in the direction of the work of the teacher complement in accordance with its judgment. Such rights shall include, but shall not be limited to, the

operation of the school system, direction of the employee complement, the right to discharge, to change assignments, to promote, to suspend, to reduce or expand the employee complement, to transfer, to maintain discipline, to establish teaching schedules, and to introduce new or improved methods or facilities and to contract employee assignments. The Committee's not exercising any function hereby reserved to it, or its exercising of such function in a particular way, shall not be deemed a waiver of its right to exercise such function or preclude the Committee from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE XX

ASSOCIATION RIGHTS

A. No employee who is scheduled by the Committee and the Association to participate during working hours in negotiations, grievance proceedings, mediation, fact-finding, arbitration, prohibited practice complaints, conferences or meetings shall suffer any loss in pay thereby.

B. The Association shall be permitted to transact official Association business on school property when school is not in session in the building in question and where it does not interfere with scheduled meetings or assigned duties for employees, and to use school facilities and equipment subject to the same regulations and charges as govern other community organizations using such facilities and equipment.

C. The Association shall be permitted to two (2) lobby days for the purpose of having one member testify before the Legislature on proposed bills with an impact on public education in the State of Maine.

ARTICLE XXI

DUES DEDUCTIONS

The Committee agrees to deduct from the earnings of those employees who provide the Committee with written authorization for such deductions dues payments to the Bangor Education Association.

Such authorized deductions shall be made from each successive pay period beginning with the first pay period each September, or upon enrollment, whichever is later, through the last pay period each June. Such deduction authorizations shall be voluntary and shall be on a form approved by the Committee.

The Committee will disburse each deducted dues payments to the Bangor Education Association following each bi-weekly pay period.

The Committee further agrees to deduct from the salaries of those employees who provide the Committee with written authorization for such deductions, premium payments for prepaid legal insurance offered by the Maine Teachers Legal Services Association. Such deduction authorizations shall be voluntary and shall be made on a form approved by the Committee.

The amounts deducted for legal insurance shall be disbursed to the Bangor Education Association

in the same manner and with the same frequency as dues deductions.

The Committee agrees to recognize Continuous Payroll Deductions forms attached as Schedule "C" signed by employees. The Association on or before July 1 of each year will submit to the Committee an itemized statement (for each employee authorizing continuous payroll deduction) signifying the full amount to be deducted for each teacher during the ensuing year. An employee may give thirty (30) days of written notice to the Director of Business Services and the Association that the employee's dues deduction authorization is to be canceled. In such cases, the Director of Business Services is authorized to cancel such dues deductions at the end of the thirty (30) day period.

The Association agrees to indemnify and hold the Committee harmless from all claims, demands, suits and actions which may arise from the deduction of Association dues and prepaid legal service deductions from employee earnings.

ARTICLE XXII

WORKING HOURS

Field trips shall be approved by the Principal and shall be scheduled for beginning and completion within school hours. Extra-curricular activities shall not be considered as field trips.

Teacher participation in overnight or weekend trips which have been approved by the Superintendent shall be voluntary. A teacher who is contracted for an extra-curricular activity for which compensation is received shall not be entitled to extra compensation for that activity under this section.

Teachers will have a duty-free lunch period of at least thirty (30) consecutive minutes per day at the elementary level and at least twenty (20) consecutive minutes per day at the middle and high school levels.

ARTICLE XXIII

PROMOTIONS

The Superintendent or the Superintendent's designee will notify all teachers via their approved BSD email addresses whenever there is an opening for an administrative and/or supervisory position within the school department.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other party thereto, pursuant to the provisions of this Agreement, such notices shall be given as follows:

1. If by the Association, to the Committee in care of the Superintendent.

2. If by the Committee, to the Association in care of the President.

B. Any individual contract between the Committee and an employee who has been employed six (6) months or longer hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Every effort, within financial limitations, will be made by the Committee to provide each employee a place in close proximity to the employee's workplace for the safekeeping of personal effects during working hours.

D. The parties agree that during the term of this agreement, the signed agreement is accepted as an annual 120 day written notice for the collective bargaining of financial matters in future fiscal years as required under MRS Title 26.

ARTICLE XXV

EVALUATION

The evaluation of teachers is governed by MRSA Title 20-A, Chapter 508. Teacher evaluations will be conducted by an administrator outside of the teacher's bargaining unit in the employ of the Committee. Upon request, Department Heads shall provide supplemental feedback as part of the evaluation process based on their subject matter expertise and knowledge of institutional practices.

Each employee shall be provided with a copy of the evaluation criteria and evaluation form prior to the employee's initial evaluation under those criteria. A copy of the criteria will be available in every building upon request by a teacher.

All observations for the purpose of evaluation will be conducted with the knowledge of the employee.

When evaluations are used as a basis for non-renewal, the employee must have been evaluated within the current school year. The employee shall have the opportunity to sign the evaluation report that is to be placed in the employee's personnel folder. The employee's signature of the evaluation report does not mean that the employee agrees with the evaluation. The employee will be able to respond in writing to any and all areas of the evaluation. Such response will be attached to the evaluation in the personnel folder.

ARTICLE XXVI

SCOPE OF AGREEMENT AND SEPARABILITY

This Agreement represents the entire Agreement between the Association and the Committee and is not subject to any prior oral agreements or understandings between the parties and may be amended only by agreement in writing signed by both of the parties hereto. In the event any of the provisions contained

in this Agreement are found to be contrary to any applicable provisions of law, such applicable provisions of law shall control and the remaining provisions in this Agreement shall not be affected thereby. In the event any provision and neither party appeals to the Maine Supreme Judicial Court, then the parties shall meet within forty (40) days after such decision to re-negotiate such provision, unless mutual agreement is reached to re-negotiate such provision at a date to be determined by both parties.

ARTICLE XXVII

MILEAGE

Any employee who voluntarily uses a privately owned vehicle in carrying out duties as authorized by the Superintendent shall be reimbursed for all miles driven in carrying out such duties at the Internal Revenue Service rate on September 1 of the contract year.

ARTICLE XXVIII

RETIREMENT

An employee with at least ten (10) years working in the Bangor School Department under the teacher contract shall receive payment at the employee's per diem rate of pay for up to thirty (30) days of accumulated sick leave upon retirement from the MainePERS immediately following the current school year.

Notice of the intent to retire will be given to the Superintendent's office by October 1, and final notification will be submitted by March 1 of the school year in which the increment will be received.

ARTICLE XXIX

MAINE PAID FAMILY MEDICAL LEAVE ACT

The Committee and teachers will evenly split (i.e., 50/50) any premium due under 26 M.R.S.A. §850-F or H.

ARTICLE XXX

DURATION

This Agreement is effective as of the date it is fully signed and shall continue in full force and effect until midnight on August 31, 2027, except that salary increases will be paid retroactively to September 1 for those teachers who are currently employed when this Agreement is fully signed.

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the 18th day of April 2025.

BANGOR SCHOOL COMMITTEE

By: 
Chair Sara Luciano

BANGOR EDUCATION ASSOCIATION

By: 
President Stephanie Hendrix

By: _____

By: 
Chief Negotiators
(Stephanie Hendrix)

BANGOR SCHOOL DEPARTMENT
SALARY SCHEDULE A1

SCHOOL YEAR TEACHERS
SALARY SCALE FOR 2024-2025

<u>Step</u>	<u>Prior Experience</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>CAS/EdS (30+) 2nd M or M+30</u>	<u>Doctorate</u>
1	0	44,820	48,477	52,432	56,712
2	1	44,820	48,477	52,432	56,712
3	2	44,820	48,477	52,432	56,712
4	3	46,612	50,417	54,531	58,980
5	4	48,477	52,432	56,712	61,341
6	5	50,417	54,531	58,980	63,794
7	6	52,432	56,712	61,341	66,345
8	7	54,531	58,980	63,794	68,998
9	8	56,712	61,341	66,345	71,757
10	9	58,980	63,794	68,998	74,627
11	10	61,341	66,345	71,757	77,614
12	11	63,794	68,998	74,627	80,717
13	12	66,345	71,757	77,614	83,945
14	13	68,998	74,627	80,717	87,303
15	14	71,757	77,614	83,945	90,796
16	15	74,627	80,717	87,303	94,430
17	16	77,614	83,945	90,796	98,207
18	17	77,614	83,945	90,796	98,207
19	18	77,614	83,945	90,796	98,207
20	19	77,614	83,945	90,796	98,207
21	20	77,614	83,945	90,796	98,207
22	21	80,717	87,303	94,430	102,135

The CAS/EdS (minimum of a 30-hour program), Second Master's, or Master's plus 30 column shall include those teachers with a Certificate of Advanced Study, an Education Specialist Degree, a second Master's Degree, or thirty hours beyond the Master's Degree for those teachers actively involved in a Doctoral Program. Doctoral Programs and Degrees must be a minimum of 90 hrs. beyond a Bachelor's degree.

BANGOR SCHOOL DEPARTMENT
SALARY SCHEDULE A1

SCHOOL YEAR TEACHERS
SALARY SCALE FOR 2025-2026

<u>Step</u>	<u>Prior Experience</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>CAS/EdS (30+) 2nd M or M+30</u>	<u>Doctorate</u>
1	0	46,164	49,931	54,005	58,413
2	1	46,164	49,931	54,005	58,413
3	2	46,164	49,931	54,005	58,413
4	3	48,010	51,929	56,167	60,750
5	4	49,931	54,005	58,413	63,181
6	5	51,929	56,167	60,750	65,708
7	6	54,005	58,413	63,181	68,335
8	7	56,167	60,750	65,708	71,068
9	8	58,413	63,181	68,355	73,910
10	9	60,750	65,708	71,068	76,866
11	10	63,181	68,335	73,910	79,942
12	11	65,708	71,068	76,866	83,138
13	12	68,335	73,910	79,942	86,463
14	13	71,068	76,866	83,138	89,922
15	14	73,910	79,942	86,463	93,520
16	15	76,866	83,138	89,922	97,262
17	16	79,942	86,463	93,520	101,153
18	17	79,942	86,463	93,520	101,153
19	18	79,942	86,463	93,520	101,153
20	19	79,942	86,463	93,520	101,153
21	20	79,942	86,463	93,520	101,153
22	21	83,138	89,922	97,262	105,199

The CAS/EdS (minimum of a 30-hour program), Second Master's, or Master's plus 30 column shall include those teachers with a Certificate of Advanced Study, an Education Specialist Degree, a second Master's Degree, or thirty hours beyond the Master's Degree for those teachers actively involved in a Doctoral Program. Doctoral Programs and Degrees must be a minimum of 90 hrs. beyond a Bachelor's degree.

BANGOR SCHOOL DEPARTMENT
SALARY SCHEDULE A1

SCHOOL YEAR TEACHERS
SALARY SCALE FOR 2026-2027

<u>Step</u>	<u>Prior Experience</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>CAS/EdS (30+) 2nd M or M+30</u>	<u>Doctorate</u>
1	0	47,549	51,429	55,625	60,166
2	1	47,549	51,429	55,625	60,166
3	2	47,549	51,429	55,625	60,166
4	3	49,451	53,487	57,852	62,572
5	4	51,429	55,625	60,166	65,076
6	5	53,487	57,852	62,572	67,679
7	6	55,625	60,166	65,076	70,385
8	7	57,852	62,572	67,679	73,200
9	8	60,166	65,076	70,385	76,127
10	9	62,572	67,679	73,200	79,172
11	10	65,076	70,385	76,127	82,341
12	11	67,679	73,200	79,172	85,632
13	12	70,385	76,127	82,341	89,057
14	13	73,200	79,172	85,632	92,620
15	14	76,127	82,341	89,057	96,326
16	15	79,172	85,632	92,620	100,180
17	16	82,341	89,057	96,326	104,187
18	17	82,341	89,057	96,326	104,187
19	18	82,341	89,057	96,326	104,187
20	19	82,341	89,057	96,326	104,187
21	20	82,341	89,057	96,326	104,187
22	21	85,632	92,620	100,180	108,355

The CAS/EdS (minimum of a 30-hour program), Second Master's, or Master's plus 30 column shall include those teachers with a Certificate of Advanced Study, an Education Specialist Degree, a second Master's Degree, or thirty hours beyond the Master's Degree for those teachers actively involved in a Doctoral Program. Doctoral Programs and Degrees must be a minimum of 90 hrs. beyond a Bachelor's degree.

BANGOR SCHOOL DEPARTMENT
SCHEDULE B1

SALARY ADDENDUM

The following payments are listed as indices based upon the salary received by the individual as a classroom teacher:

A. Heads of High School (9-12) Departments:

Business Education, English, Fine Arts, World Language, School Counselors, Mathematics, Physical Education, Science, History/Social Studies, and Special Education.

1. Department Heads will receive a stipend based on their individual salary as a classroom teacher and based on the following guidelines:

Departments containing up to 10 teachers*	7%
Departments containing more than 10 teachers*	9%

*excluding the Department Head

There will be two (2) Special Education Department Heads based on the needs of the students. If needs do not require, the second position will not be filled.

B. School Counselors

Payment for High School School Counselors is for an additional four (4) weeks of responsibilities beyond the regular school year.

Payment for Middle School School Counselors is for an additional three (3) weeks of responsibilities beyond the regular school year.

Payment for Elementary School School Counselors is for an additional two (2) weeks of responsibilities beyond the regular school year.

BANGOR SCHOOL DEPARTMENT
SCHEDULE B2
EXTRA-DUTY*

In years one through five of an extra-duty assignment, the position shall be compensated by the amount in the first column. The sixth and subsequent years of an assignment to the same extra duty, the position shall be compensated by the amount in the second column.

NOTE: Teachers who receive release time for assignments will not be eligible for the extra-duty stipends.

	(yrs 1-5) <u>Column 1</u>	(yrs 6-6+) <u>Column 2</u>
I. School Department		
A. IEP Coordinators	\$5,900	\$6,400
B. Enrichment Activities Coordinators	\$2,531	\$2,737
C. Team Leaders	\$2,531	\$2,737
D. Certification Committee		
Chairperson	\$3,500	\$4,000
Committee Members	\$2,169	\$2,346
Support Team Members	\$ 800	\$ 850
E. Advance Placement Coordinator	\$1,432	\$1,549
F. Special Olympics Coordinator	\$1,446	\$1,564
G. Chemical Management Officer	\$1,010	\$1,091
H. Clinical Care Coordinator	\$2,531	\$2,737
I. Library Study Coordinator	\$1,074	\$1,162
II. High School Non-Athletic Groups		
A. Music Groups		
Band	\$4,701	\$5,083
Jazz Band	\$2,893	\$3,128
Chorus	\$1,808	\$1,955
Chorus (After 2024-2025)	\$2,893	\$3,128
Orchestra	\$1,808	\$1,955
Orchestra (After 2024-2025)	\$2,893	\$3,128
Jazz Choir	\$1,808	\$1,955
Jazz Choir (After 2024-2025)	\$2,893	\$3,128
B. Debate	\$3,797	\$4,106
C. Dramatics	\$4,520	\$4,888
Technical Advisor	\$1,085	\$1,174
D. Speech Activities	\$4,158	\$4,498
E. Publications		
Yearbook Business Manager	\$2,531	\$2,737
Newspaper	\$3,073	\$3,261
F. Student Council Advisor	\$4,339	\$4,692

Schedule B2
Extra-Duty (continued)

	Column 1	Column 2
G. Class Advisors		
Seniors	\$1,808	\$1,955
Juniors	\$1,085	\$1,174
Sophomores	\$1,085	\$1,174
Freshmen	\$1,085	\$1,174
H. Cultural Exchange Advisor	\$1,085	\$1,174
I. National Honor Society Advisor	\$2,893	\$3,128
J. Graduation & Senior Events Coordinator*	\$3,580	\$3,872
K. Chess Club Advisor	\$2,169	\$2,346
L. Key Club Advisor	\$2,893	\$3,128
M. Math Team: Advisor	\$3,616	\$3,911
Assistant Advisor	\$1,446	\$1,564
N. Mosaic	\$2,531	\$2,737
O. Art Club Advisor	\$2,169	\$2,346
P. Assessment Coordinator	\$2,531	\$2,737
Q. Maine Academic Decathlon: Coach	\$1,446	\$1,564
R. SEED Advisor	\$1,790	\$1,936
S. Talent Show, BHS	\$ 723	\$ 782
T. Civil Rights Advisor	\$2,169	\$2,346
U. VPA Academy Research Coordinator	\$3,616	\$3,911
V. STEM Academy Research Coordinator	\$3,616	\$3,911
W. Business Academy Research Coordinator	\$3,616	\$3,911
X. Humanities Academy Research Coordinator	\$3,616	\$3,911
Y. LGBTQ+ Straight Alliance	\$1,808	\$1,955
Z. Mountain Bike & Trail Club Advisor	\$1,808	\$1,955
AA. Maine Quiz Bowl Coach	\$1,432	\$1,549
III. Middle School Non-Athletic Groups		
A. Music Groups		
Band	\$ 300	\$ 325
Band (After 2024-2025)	\$2,531	\$2,737
Chorus	\$ 300	\$ 325
Chorus (After 2024-2025)	\$2,531	\$2,737
Orchestra	\$ 300	\$ 325
Orchestra (After 2024-2025)	\$2,531	\$2,737
Vocal Group	\$2,531	\$2,737
Instrumental Group	\$2,531	\$2,737
B. Dramatics	\$2,531	\$2,737
C. Publications		
Yearbook	\$3,073	\$3,324
Newspaper	\$1,446	\$1,564
D. Student Council Advisor	\$3,073	\$3,324
E. Math Counts	\$1,085	\$1,174
F. Civil Rights Club	\$1,432	\$1,549
IV. Grade 4-5 Musicals	\$2,531	\$2,737

Schedule B2
Extra-Duty (continued)

V. High School Athletics

A. Head Coaches - Boys

Football	\$7,232	\$7,821
Soccer	\$6,508	\$7,039
Basketball	\$7,232	\$7,821
Swimming	\$7,232	\$7,821
Baseball	\$6,508	\$7,039
Tennis	\$5,062	\$5,475
LaCrosse	\$6,508	\$7,039

B. Head Coaches - Girls

Field Hockey	\$6,508	\$7,039
Soccer	\$6,508	\$7,039
Basketball	\$7,232	\$7,821
Swimming	\$7,232	\$7,821
Softball	\$6,508	\$7,039
Tennis	\$5,062	\$5,475
LaCrosse	\$6,508	\$7,039

C. Head Coaches - Coed

Cross Country	\$5,062	\$5,475
Winter Track	\$7,232	\$7,821
Spring Track	\$7,232	\$7,821
Ice Hockey	\$7,232	\$7,821
Golf	\$3,938	\$4,259
Cheerleading – Fall	\$5,012	\$5,421
Cheerleading – Winter	\$6,444	\$6,969

D. JV and Assistant Coaches

Football (Asst.)	\$4,339	\$4,692
Field Hockey (Asst.)	\$3,977	\$4,302
Field Hockey (JV)	\$3,977	\$4,302
Soccer - Boys (Asst.)	\$3,977	\$4,302
Soccer – Boys (JV)	\$3,977	\$4,302
Soccer – Girls (Asst.)	\$3,977	\$4,302
Soccer – Girls (JV)	\$3,977	\$4,302
Cross Country (Asst.)	\$3,073	\$3,324
Basketball – Boys (JV)	\$4,339	\$4,692
Basketball – Girls (JV)	\$4,339	\$4,692
Winter Track (2) (Asst.)	\$4,339	\$4,692
Ice Hockey (Asst.)	\$4,339	\$4,692
Ice Hockey (JV)	\$4,339	\$4,692
Swimming (Diving) - Boys & Girls (JV)	\$4,701	\$5,083
Swimming – Boys (Asst.)	\$4,701	\$5,083
Swimming – Girls (Asst.)	\$4,701	\$5,083
Spring Track (Asst.)	\$3,073	\$3,261
Baseball (Asst.)	\$3,977	\$4,302

Schedule B2
Extra-Duty (continued)

	Column 1	Column 2
Baseball (JV)	\$3,977	\$4,302
Softball (Asst.)	\$3,977	\$4,302
Softball (JV)	\$3,977	\$4,302
Cheerleading – Fall (JV)	\$3,043	\$3,229
Cheerleading – Winter (JV)	\$3,043	\$3,229
Golf (Asst./JV)	\$2,506	\$2,710
Lacrosse – Boys (JV)	\$3,938	\$4,259
Lacrosse – Girls (JV)	\$3,938	\$4,259
Tennis (JV)	\$3,073	\$3,261
E. Freshmen Coaches - Boys		
Football	\$4,158	\$4,498
Football Assistant	\$2,531	\$2,737
Basketball	\$4,158	\$4,498
Soccer	\$3,797	\$4,106
F. Freshman Coaches - Girls		
Basketball	\$4,158	\$4,498
Soccer	\$3,797	\$4,106
VI. Middle School Athletics		
A. Coaches – Boys		
Football (Grade 7/8)	\$3,073	\$3,324
Soccer	\$3,073	\$3,324
B Squad Soccer	\$2,531	\$2,737
Basketball	\$3,616	\$3,911
B Squad Basketball	\$2,531	\$2,737
Swimming	\$ 542	\$ 587
Baseball	\$3,073	\$3,324
B Squad Baseball	\$2,531	\$2,737
B. Coaches - Girls		
Soccer	\$3,073	\$3,324
B Squad Soccer	\$2,531	\$2,737
Basketball	\$3,616	\$3,911
B Squad Basketball	\$2,531	\$2,737
Swimming	\$ 542	\$ 587
Softball	\$3,073	\$3,324
B Squad Softball	\$2,531	\$2,737
Field Hockey	\$3,073	\$3,324
B Squad Field Hockey	\$2,531	\$2,737
C. Coaches - Coed		
Cheerleading	\$2,531	\$2,737
B Squad Cheering	\$1,611	\$1,742
Track	\$3,073	\$3,324
Cross Country	\$2,531	\$2,737
VI. Intramurals and Co-curricular Activities		
Hourly stipend for activities as assigned by the Principal	\$17.00	

BANGOR SCHOOL DEPARTMENT

SCHEDULE C

CONTINUOUS PAYROLL DEDUCTION FORM

I authorize Continuous Payroll Deduction of professional dues as may be determined from time to time, unless I revoke this authorization in writing to my local association and school business office thirty (30) days in advance of the proposed termination date. If employment is terminated, amounts still owing this authorization shall be deducted from final pay due.

Signed _____

Date _____

DISABILITY INSURANCE PLAN
BANGOR SCHOOL DEPARTMENT

This narrative is a brief description of the long-term disability benefits now being provided to employees of Bangor School Department. Detailed descriptions of each benefit can be found in the plan certificates which will be distributed to each employee.

1. Monthly Benefit Amount

The monthly benefit amount a disabled employee will receive will be equal to 66 2/3% of their salary up to a monthly maximum of \$1,500.

2. Maternity As Any Illness

Maternity will be treated as any illness and will pay a disability benefit if the employee cannot perform the duties of her occupation.

3. Partial Disability

An insured who is partially disabled and may be able to work part-time with a reduction in pay will be paid a disability according to policy provisions.

4. Rehabilitation

The policy encourages employees to become rehabilitated if they desire and will continue disability payments during the rehabilitation period according to policy provisions.

5. Survivor Income Benefit

If an employee dies after being disabled for six months or longer and while receiving benefits, the policy will pay the employee's eligible survivor or estate a benefit equal to three times the insured's gross monthly benefit.

6. Coverage Period

The policy covers employees for the full year/twelve months.

7. Conversion Privilege

When an individual's insurance under the policy terminates because he/she ends employment with the Bangor School Department, he/she may obtain converted disability income coverage without evidence of insurability.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this 9th day of April 2025 (the "Effective Date"), by and between the Bangor School Committee (Committee) and the Bangor Education Association (Association).

WHEREAS, on March 3, 2025, the Association and the Committee reached a tentative agreement on their 2024-2027 successor collective bargaining agreement for the teachers' bargaining unit (CBA);

WHEREAS, the CBA establishes the agreed-upon sick leave benefits for all employees in the teachers' bargaining unit for the duration of the CBA, except as provided below for certain employees;

NOW, THEREFORE, for mutual consideration, the parties agree as follows for the duration of the CBA:

1. The part-time teachers covered by the CBA who have been employed by the Committee as part-time teachers since June 30, 2012 will receive sick leave benefits per the CBA on a prorated basis commensurate with their approved working schedule.
2. Only the following employees are eligible for this benefit:
 - Wendy Libby
 - Danielle Schneider
3. By signing this memorandum, all parties affirm that they have read it carefully and are signing voluntarily with full knowledge of its significance and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue. The parties agree that this MOU does not constitute a waiver of any rights under the CBA.

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the 18th day of April 2025.

BANGOR SCHOOL COMMITTEE

By: 
Chair Sara Luciano

BANGOR EDUCATION ASSOCIATION

By: 
President Stephanie Hendrix

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made this 9th day of April 2025 (the "Effective Date"), by and between the Bangor School Committee (Committee) and the Bangor Education Association (Association).

WHEREAS, on March 3, 2025, the Association and the Committee reached a tentative agreement on their 2024-2027 successor collective bargaining agreement for the teachers' bargaining unit (CBA);

WHEREAS, the CBA establishes the salaries for all employees in the teachers' bargaining unit for the duration of the CBA, except as provided below for certain employees;

NOW, THEREFORE, for mutual consideration, the parties agree as follows for the duration of the CBA:

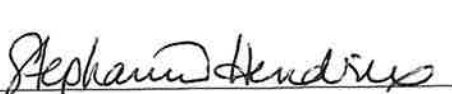
1. The parties' MOU regarding National Board Certification dated December 6, 2018 is hereby terminated.
2. The teachers list in paragraph 3 below will receive the NBCT stipend amount funded by the State of Maine, per 20-A MRSA §13013-A, and will also be paid according to the same salary lane as they were paid for 2023-2024.
3. Only the following employees are eligible for this benefit and will be paid as follows for the duration of the CA provided they maintain their NBCT status:
 - Dianne Johnson, Column 3 CAS/EDS (30+), Step 22
 - Tracy Vassiliev, Column 3 CAS/EDS (30+), Step 22
 - Jill Kenney, Column 3 CAS/EDS (30+), Step 20 for 24-25; Step 21 for 25-26; Step 22 for 26-27
 - Theodore Taylor, Column 3 CAS/EDS (30+), Step 22
 - Jamie Purnell, Column 3 CAS/EDS (30+), Step 14 for 24-25, Step 15 for 25-26, Step 16 for 26-27
4. By signing this memorandum, all parties affirm that they have read it carefully and are signing voluntarily with full knowledge of its significance and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue. The parties agree that this MOU does not constitute a waiver of any rights under the CBA.

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the 18th day of April 2025.

BANGOR SCHOOL COMMITTEE

By: 
Chair Sara Luciano

BANGOR EDUCATION ASSOCIATION

By: 
President Stephanie Hendrix

MEMORANDUM OF UNDERSTANDING: Planning time, Prep Time & Absenteeism

The Bangor School Committee and the Bangor Education Association (BEA) hereby enter into this Memorandum of Understanding (MOU) to address issues relating to teacher planning/preparation time and absenteeism.

The parties agree to establish a committee to discuss impacts on planning/prep time and the issues of employee absenteeism in order to inform discussion of these issues in the next round of negotiations (for the successor agreement to the 2024-2027 contract).

During the term of the collective bargaining agreement between the Bangor Education Association and the Bangor School Department for August 2024 – July 2027, the parties shall establish a committee as follows:

1. The Association and the Department shall each select a representative to co-chair the Committee, and each co-chair will select two (2) additional representatives to the Committee to ensure equal representation;
2. The Committee shall convene and host its first meeting at least one (1) year prior to expiration of the 2024-2027 Collective Bargaining Agreement.
3. The Committee shall meet four (4) times over the course of six months beginning after its first meeting.
4. The Committee shall report findings to the respective negotiation teams for use during the negotiation of a successor agreement.
5. The Committee shall convene with the goal and intent to provide data to assist the School Committee and the Association in evaluating and developing proposals related to planning/prep time and employee absenteeism in the context of negotiations for a successor agreement.
6. Nothing in this MOU prevents the Committee and the Association from entering into a mutual agreement to reopen negotiations on these issues during the term of the 2024-2027 Collective Bargaining Agreement.

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the 18th day of April 2025.

BANGOR SCHOOL COMMITTEE

By: 
Chair Sara Luciano

BANGOR EDUCATION ASSOCIATION

By: 
President Stephanie Hendrix

MEMORANDUM OF UNDERSTANDING: Extra Duty Stipends

The Bangor School Committee and the Bangor Education Association (BEA) hereby enter into this Memorandum of Understanding (MOU) to address issues relating to transparency and equity regarding extra duty stipends.

The parties agree to establish a committee to research issues related to extra duty stipends and their associated policies/regulations in order to inform discussion of these issues in the next round of negotiations (for the successor agreement to the 2024-2027 contract).

Upon ratification of the collective bargaining agreement between the Bangor Education Association and the Bangor School Department for August 2024-July 2027, the parties shall establish a committee that abides by the following:

1. The Association and the Department shall each select a representative to co-chair the Committee.
2. There shall be equal representation for each party. Each co-chair will select two (2) additional representatives to serve on the Committee.
3. The Committee shall convene and host its first meeting within 45 calendar days of ratification.
4. The Committee shall meet four (4) times over the course of six months beginning after its first meeting.
5. The Committee shall report findings to the respective negotiation teams for use during the negotiation of a successor agreement.
6. The Committee shall convene with the goal and intent to provide data and recommendations to assist the School Committee and the Association in their mutual goal to restructure the extra duty stipend schedule such that the procedure for review and addition of new positions and the compensation structure is more transparent and equitable.
7. Nothing in this MOU prevents the Committee and the Association from entering into a mutual agreement to reopen negotiations on these issues during the term of the 2024-2027 Collective Bargaining Agreement.

The parties have hereby caused their names to be subscribed by their duly authorized representatives as of the 18th day of April 2025.

BANGOR SCHOOL COMMITTEE

By: 

Chair Sara Luciano

BANGOR EDUCATION ASSOCIATION

By: 

President Stephanie Hendrix