

AGREEMENT
BETWEEN THE
AUGUSTA BOARD OF EDUCATION
AND THE
AUGUSTA EDUCATION ASSOCIATION
SUPPORT UNIT

2020-2023

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PREAMBLE

This agreement is entered into by and between the Augusta Board of Education (hereinafter referred to as the "Board") and the Augusta Education Association (hereinafter referred to as the "Association") of the City of Augusta, Maine.

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the bargaining agent for a unit consisting of those employees of the Board (hereinafter referred to as "employees") who have completed six months of continuous employment in the following classifications: secretaries (excluding central office staff); school bookkeepers (excluding central office staff); educational technicians II and III (which includes special education, and regular classroom, library, and computer lab technicians); cafeteria managers and cafeteria workers, but excluding lunch room monitors.

Nothing in this article shall affect or impair the right of the Board or its representatives, as representatives of the public, to consult or meet, but not engage in negotiations with individual employees or groups of employees in the unit.

This contract constitutes a binding agreement between the Augusta Education Association and the Augusta Board of Education. For the term of said agreement, the participants shall carry out the commitments contained herein and give them full force and effect.

ARTICLE 2 - NEGOTIATIONS PROCEDURE

The Board recognizes its obligation to meet with the Association for the purpose of collective bargaining in accordance with Chapter 9-A of Title 26, as amended.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. Except as otherwise expressly limited by a specific written term of this agreement, the Board hereby retains without limitation all of its rights and powers pursuant to Maine law. The Board shall further have the right to act through such designated representative or agent as it may chose in any instance governed by this agreement.
- B. The Board shall have the right to promulgate and enforce at any time any written or oral rules or regulations it considers necessary for the safe, effective and efficient operation of the schools, so long as they are not inconsistent with the specific written terms of this agreement.
- C. The Association recognizes that volunteer organizations and individuals may perform services in the schools that are a valuable and necessary contribution to the operation of the schools. The Board shall have the right to avail itself of such services so long as the normal scheduled hours of employees are not reduced as a result.

ARTICLE 4 - UNION SECURITY

All employees in the bargaining unit shall have the right to join or to refrain from joining the Association. No employee in the bargaining unit shall be favored or discriminated against by the Board or by the Association because of an employee's membership or non-membership in the Association. The Board agrees to treat, and the Association agrees to represent, all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Dues will be deducted from the salary of members of the Association who so authorized, in writing, to be transmitted to the Association. The Association agrees fully to indemnify, defend and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to this article.

The Board agrees to notify the Association in writing of the name, address, job classification, and date of employment, or termination of employment, of all persons covered under this agreement within a reasonable period of time of their employment or the termination thereof.

ARTICLE 5 – ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Augusta Education Association (AEA, Association) and the Augusta Board of Education (Board) recognize the need for continuing professional improvement and agree to cooperatively strive towards this goal.

The Board agrees to furnish to the Association, in response to a reasonable and specific request, all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certified personnel, agendas and meetings of all employees.

The Association President shall be given due notice by the Secretary of the Board in regard to all meetings of the Board.

It is the intent of this statement to include all committee meetings for which written notices have been distributed to Board members. AEA representation shall be permitted at Board of Education committee meetings at the discretion of the respective committee chairpersons.

- B. Association business shall be permitted to be transacted on school property provided such transaction does not infringe upon the work responsibilities of staff members, or upon normal operations.

Association communications shall be transacted through the AEA representative, or in the absence of such person, an employee.

- C. The Association and its representatives shall have the right to use school buildings for meetings, subject to approval by the principal of the building in question. Such request shall be made in advance of the time and place of such proposed use, on forms found in the policy manual of the Board.

- D. The Association shall have the right to use school facilities and equipment, including typewriters, copying or other duplicating equipment, calculating machines and all types of audio-visual equipment, subject to approval of the supervisor in charge of the equipment requested and when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- E. The Association shall have in each building the right to use a bulletin board in each faculty lounge and employees' dining room. The Association shall have the right to use the bulletin board in the central office for Association notices.

- F. The Association shall have the right to use email inter-school mail facilities and school mail boxes as it deems necessary provided it does not conflict with or hinder the normal use of such facilities.

- G. The opening day workshop(s) program for staff members shall be a co-sponsored activity by the Board, Administration, and AEA. The AEA will be obligated to assume a share of costs, as mutually agreed during the planning of such program(s).

- H. Release time with pay shall be granted to the President, or the Vice President(s) for up to three (3) days for the purpose of investigating or adjudicating a formal grievance. Additional time, as necessary, may be granted by the Superintendent of Schools.

ARTICLE 6 - GRIEVANCE PROCEDURE

- A. Purpose

1. For the purpose of this agreement the following procedure is to secure at the lowest possible level, acceptable solutions to disagreements or disputes involving only an alleged specific and direct violation of expressed language or a specific provision of this agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this negotiated agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any member of the administration, and having the

grievance adjusted without intervention of the AEA, provided the adjustment is not inconsistent with the terms of this negotiated agreement.

3. In a particular grievance, the AEA, having been designated as representative for the employee, is given reasonable opportunity to be present at any meeting of the parties called for resolution of such grievance.

B. Definitions

1. A "grievance" is a claim made by an employee or by the Association which is based on an event or condition where there is a disagreement or dispute as to the interpretation, meaning or application of any of the provisions of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days.
5. "Employee" shall include any member of the bargaining unit as defined in Article 1.

C. Time Limits

1. Since it is important that grievances 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 consent.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

D. Informal Procedure

1. If an employee feels that he/she has a grievance, he/she must first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally. This discussion must take place within twenty-five (25) days of the treatment, act or condition which is the basis of his/her grievance complaint.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to have an Association representative within his/her area assist him/her in further efforts to resolve the problem informally with the principal or other appropriate administrator within five (5) days.

E. Formal Procedure

Nothing in this Article denies the right of the employee to secure advice, counsel and representation from any person and/or the appropriate committee of the AEA concerning the alleged grievance.

1. Level One - School Principal - or Legal Designee
 - a. If an aggrieved person is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a formal grievance, in writing, to his/her principal, or legal designee, or other appropriate administrator within five (5) days of conclusion of informal procedures.

- b. The principal or legal designee or appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person and the Association.
2. Level Two - Superintendent of Schools - Legal Designee
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, or within ten (10) days after his/her formal presentation, file his/her written grievance with the Superintendent of Schools.
 - b. The Superintendent or legal designee shall, within ten (10) days after receipt of the written grievance, meet with the aggrieved person for the purpose of resolving the grievance.
 - c. The Superintendent shall, within ten (10) days after the hearing render his/her decision and the reasons therefore in writing to the aggrieved person and the Association.
3. Level Three - Board of Education
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may within five (5) days after the decision, or within ten (10) days after the hearing, file the grievance for appeal to the Board.
 - b. At no point prior to an official hearing or meeting of the Board, at which time the grievance is being resolved, shall the employee concerned, or other employee, discuss with members of said Board, or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance. The parties shall not intend this section to include the Superintendent or their legal designee.
 - c. The Board shall, within ten (10) days after receipt of the grievance, meet with the aggrieved person for the purpose of resolving the grievance.
 - d. The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person and the Association.
4. Level Four - Impartial Arbitration
- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within five (5) days after the decision, or within ten (10) days after the Board meeting, request in writing to the Association that his/her grievance be submitted to arbitration. The Association shall within five (5) days after receipt of such request, if the Association determines that the grievance is meritorious, submit the grievance to arbitration by so notifying the Board in writing.
 - b. The Chairperson of the Board and the President of the Association or representative of the aggrieved shall within five (5) days after such written notice meet and attempt to 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 following the meeting, they shall immediately request the American Arbitration Association to propose names of seven (7) arbitrators. Within five (5) days of receipt of the names of the proposed arbitrators, the parties shall meet to select a single arbitrator by alternately striking names from the list provided.
 - c. The arbitrator selected shall confer promptly with the representatives of both parties in interest, shall review the record of the prior hearings, and shall hold further hearings with the aggrieved person and other parties in interest as he/she shall deem requisite.

- d. The arbitrator shall, within thirty (30) days after his/her meeting with both parties, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which violates the Agreement. The decision of the arbitrator shall be submitted to both parties and shall be final and binding on the parties, subject only to judicial review.
- e. The costs for the services of the arbitrator will be borne equally by both parties to the arbitration.

F. Rights to Employees to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
2. Forms, for filing and processing grievance and other necessary documents, shall be prepared by the Superintendent and made available to parties in interest, so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

ARTICLE 7 - NO STRIKE

In recognition of the provisions of Section 964, Chapter 9-A, Title 26, as amended, State of Maine, the Association agrees that during the term of the agreement neither it nor any of its agents will engage in illegal activities as specified in Section 964 of Chapter 9-A, Title 26, as amended. The individuals and/or the Association shall be held responsible for their own activities.

ARTICLE 8 – EMBODIMENT OF AGREEMENT

This agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations, and for the duration of this Agreement the Association agrees that the Board shall not be obligated to negotiate with respect to any subject or item whether contained herein or not; provided only that this article shall not preclude impact bargaining as the result of a change in educational policy.

ARTICLE 9 - DISCRIMINATION

The Board agrees to continue its established policy against all forms of illegal discrimination, including 1) discrimination with regard to race, creed, color, national origin, sex, marital status, age, sexual orientation, gender expression, gender identity, physical or mental disability, unless based upon a bona fide occupational qualification; and 2) intimidation or harassment on the basis of race, color, sex, sexual orientation, gender expression, gender identity, physical or mental disability, religion, age, ancestry or national origin. AEA agrees to continue its policy to admit all members to membership and to represent all members without discrimination because of race, color, sex, sexual orientation, gender expression, gender identity, physical or mental disability, religion, age, ancestry or national origin.

The AEA agrees to support affirmative action programs mandated by law and any other affirmative action programs affecting the Board which comply with or are mandated by applicable State and federal laws.

The AEA and the Board agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various terms is unacceptable conduct and will not be condoned or tolerated by the AEA or the Board.

The Board and the AEA agree that any disputes arising out of the provisions of this Article may be processed through the grievance procedure contained in the Grievance Procedure Article subject to the Board's right to have any such grievance considered at the appropriate level or steps by the School's Affirmative Action Officer. This provision shall not preclude other legal remedies provided by law.

ARTICLE 10 - EMPLOYEE RIGHTS

All employees shall be subject to a probationary period of six (6) full continuous months of employment. Following successful completion of the probationary period, no employee shall be discharged, suspended, reprimanded in writing or demoted to a lower classification without just cause.

Written notice of any action taken under this Article shall be given in writing to the employee affected within ten (10) days after the effective date thereof.

Within thirty (30) days of receiving a written reprimand, an employee may place in his/her personnel file a written rebuttal to such reprimand.

Whenever any employee is required to appear before a Supervisor and/or Administrator and/or Superintendent on any matter involving discipline, the employee's terms of employment, salary and/or benefits of the employee's employment, the employee shall be given prior written notice of and the reasons for the meeting. The employee shall be entitled to have a representative of the Association present to advise and represent him/her during the meeting.

Any administrative leave of the employee shall be with pay, pending disciplinary action.

Complaints and Investigations

The parties recognize that complaints made against an employee need to be treated on an individual basis, taking into consideration the severity of the complaint, the due process interests of the employee, the interest of the students, and the need to conduct a fair investigation.

1. Complaints against an employee may be minor and can be resolved at the classroom or building level, or at times, the serious nature of the allegations in the complaint will require and investigation. The administration will decide on an individual basis whether the complaint shall be investigated.
2. When a complaint against an employee is investigated, the administrator shall provide the employee and the Association President with a letter containing:
 - a. A summary of the allegations;
 - b. The identity of the complainant (unless such disclosure is contrary to state or federal requirements);
 - c. A statement regarding the prohibition of retaliation against the complainant;
 - d. The right to representation at the investigation interview;
 - e. The time and place of the investigation interview.
3. At the conclusion of the investigation, the employee and the Association shall be informed in writing of the outcome of the investigation.
4. Any investigation report shall be kept in an administrative file and it shall not be placed in the employee's personnel file. The written summary of the outcome of the investigation shall only be included in the employee's personnel file if the document contains disciplinary consequences for the employee.

ARTICLE 11 - WORK WEEK AND WORK YEAR

- A. **Regular Employees.** Regular employees are those employees in either full-time or part-time positions who have successfully completed their six (6) month probationary period.
- B. **Full-Time Employees.** Full-time employees are defined as those employees regularly scheduled to work at least a thirty (30) hour week. The basic work week for full-time employees shall consist of five (5) days. The normal work day shall be six (6) hours, provided, however, that the Superintendent shall retain full discretion to require that additional hours above thirty (30) hours per week be worked on a position-by-position basis, for such periods of time, permanently or otherwise, as in his/her discretion may be advisable. All hours worked in excess of thirty (30) hours per week, but less than forty (40) hours per week, will be paid at the employee's regular hourly rate.

Teachers Workshops where Educational Technician staff attendance at school is required at times when students will not be in attendance shall be limited to one (1) workshop day.

School secretarial staff is required to work a maximum of five (5) days immediately prior to the first student day of the school year and a minimum of three (3) days, maximum of five (5) days immediately after the last student day. The number of days worked shall be determined by the supervisor, following a discussion between the supervisor and the employee.

Actual hourly schedule of work for food service staff to be set by the Nutrition Director. Overtime pay and extra function pay for food service staff shall be computed after forty (40) hours per week; (with the exception of any non-school function which will be paid at time and a half).

- C. **Part-time Employees.** Part-time employees are defined as those employees regularly scheduled to work less than a thirty (30) hour week. Hours for part-time employees shall be as determined by the Board.
- D. **Pay for Required Work Outside of Regularly Scheduled Hours.** An employee shall be paid when he or she is authorized by an administrator to perform work outside of regularly scheduled hours.

ARTICLE 12 - BENEFITS

- A. **Benefit Entitlement.** Full-time employees, and part-time employees regularly scheduled to work at least thirty (30) hours per week, shall be entitled to all fringe benefits provided in this contract except as otherwise provided herein. Part-time employees not regularly scheduled to work at least thirty (30) hours per week shall not be entitled to any fringe benefits provided in this contract except as specifically otherwise provided herein.
- B. **Health Insurance.** For employees who are scheduled to work thirty (30) or more hours per week, the Board agrees to furnish insurance protection as offered through the MEA Benefit Trust Health Plans (Standard, Choice Plus, Standard 500 or the Standard 1000 plans). The Board shall make the following contributions toward the cost of health insurance:
1. Upon the signing of the contract, the Board will pay 100% for single coverage and 70% of the cost of two adult, adult with child and family coverage under each plan except the Standard Plan. The employee is responsible for the difference in cost between the Choice Plus Plan and the Standard Plan if the employee chooses the Standard Plan.
 2. This coverage shall be for a full twelve (12) month period. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 3. The Board will pay \$2000 in additional compensation to employees who decline health insurance coverage from the Board after they provide proof of coverage in another health plan not provided by the Board. The payment will be earned on a monthly basis between September 1st and August 31st and paid in the employee's last pay of the contract year less all applicable taxes, including state and federal withholding.

4. Part-time employees working fewer than thirty (30) hours per week may elect coverage under the Board's health plan at their own expense and to the extent permitted by the insurance carrier.
5. Beginning September 1, 2021, an employee is only eligible for Board contributions towards spousal coverage under a two-adult or family coverage if his/her spouse is not eligible for employer paid group health insurance coverage through his/her employer or, if self-employed, does not provide employer paid group health insurance for his or her employees. For purposes of this provision, "eligible" shall mean access to employer paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse's/employee's health insurance premiums. If the spouse has access to a health insurance plan that meets the above conditions and elects compensation or another form of benefit in lieu of health coverage, the spouse shall be ineligible for Board contributions for spousal coverage.
 - a. Employees requesting health coverage for a spouse are required to complete the certification form attached as Appendix A upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility or health insurance. The Board may require further documentation as it deems appropriate.
 - b. An employee who is ineligible for Board contributions towards spousal coverage pursuant to this Section may nevertheless elect to pay the additional cost of spousal coverage, at his or her own expense, through payroll deduction.

C. Dental Insurance. The Board agrees to furnish support unit staff dental insurance as offered through the MEA Group Dental Care Program which includes Plan V of the Delta Dental Plan coverage as specified

D. Holidays.

1. 12-month employees - The following shall be paid holidays, at the employee's regular wages: New Year's Day, Martin Luther King Jr. Day, President's Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day.
2. Forty (40)-week employees - The following shall be paid holidays, at the employee's regular wages, only if they fall within a regular work week: Martin Luther King Jr. Day, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after. Christmas and New Year's Day shall be paid holidays regardless of whether they fall in the regular work week.

E. Vacation. Full-time calendar year employees shall each year, accrue vacation time as follows:

Years of Service	Vacation accrual
0 to 3 years	2 weeks (10 days)
4 to 10 years	3 weeks (15 days)
11 to 16 years	4 weeks (20 days)
17+ years	5 weeks (25 days)

Vacation will be charged in half-day increments. Employees are not eligible for vacation until they have successfully completed their probationary period. Once the probationary period is successfully completed, vacation will be issued retroactively to the employee's date of permanent hire.

Maximum accrual will be fifty (50) days. The district will provide an annual statement of accrued benefits.

F. Sick Leave

Each full time employee shall be credited at the rate of fifteen (15) sick leave days at the beginning of each contract year. Full-time Year-Round and School year employees beginning employment after the start of the school year will be credited with the appropriate prorated accrual of days based on the number of full-time months worked in the current school year. Part-time employees changing status to full-time after the start of the school year will be credited with the appropriate prorated accrual of days based on the number of full-time months worked in the current school year. No employee shall be credited more than fifteen (15) sick leave days per year regardless of the employee's number of months of employment in such year. Unused sick leave shall be cumulative to a maximum of one hundred eighty (180) days. Sick leave may be used for illness in the immediate family. The immediate family is defined as spouse, children, step-children, parents and members of the immediate household. Sick leave shall be subject to the following conditions:

- a. Except in true emergencies, the absence must be reported by the employee to his/her supervisor or office at least one(1)hour before the time he/she is normally required to report for work.
- b. At its option the Board may, at its own expense, request a statement from a physician substantiating the facts regarding a claim of sick leave of five (5) or more consecutive days.
- c. Any employee who makes false claim for paid sick leave may be subject to disciplinary action.
- d. Sick leave usage shall be computed at ¼ hour intervals.
- e. Employees scheduled to work less than thirty (30) hours per week shall be entitled to one-half of the sick leave benefits available to full-time employees. This means one-half of the allowed days and one-half of the allowed accumulation.

G. Sick Leave Incentive. Employees who use two (2) or fewer sick days in a school year will receive a bonus as follows:

0 sick days used = \$250.00
 1 sick day used = \$200.00
 2 sick days used = \$150.00

Food Service workers regularly employed less than (thirty) 30 hours per week who use two (2) sick days or less shall receive a \$100.00 bonus.

H. Sick Leave Bank.

- a. A sick leave bank, administered by a committee composed of the Superintendent or designee and one member each from custodial, teacher, and support units shall be established for staff who wish to participate. Decisions of the committee are final.
- b. Establishment and continuation of the bank – Each bargaining unit member wishing to become a member of the sick leave bank shall contribute one (1) day of his her sick leave to the bank by September 15th of the enrolling year. Upon hire, new employees shall have fourteen (14) school days to join the sick bank. This contribution of one (1) day enrolls the unit member in the sick leave bank that year. The unit member will give authorization for this on a form provided by the Superintendent's Office.
- c. Up to 200 days of unused days in the bank at the end of the school year will be carried over to the next school year.
- d. If at any time the number of sick leave days in the bank is deemed inadequate by the sick leave bank committee to fill the needs of participating members, the committee can assess each participating member an additional day to be credited to the bank.
- e. Requests to use days from the bank may be made for absences resulting from illness or accident lasting more than five (5) consecutive days and only after the sick leave, personal leave and any vacation time in excess of twenty (20) days of the unit member making the request has been depleted. The request must include medical documentation of the need for sick bank days and an estimated date of return to work. Only members of the sick leave bank will be allowed to use the sick leave bank. Normal pregnancy does not qualify for sick leave bank unless medically necessary and medical documentation is provided.
 - Sick leave bank request shall be submitted on the approved form (with required documents) to the Human Resources Administrative Assistant.
 - The Human Resources Administrative Assistant shall inform the Sick Bank Committee of the request.

- The sick bank request form and required documents shall be made available for review by members of the Sick Bank Committee at the Central Office.
 - Any employee medical information shall be kept confidential by members of the Sick Bank Committee.
 - All Sick Bank Committee members shall sign a confidentiality agreement.
- f. Participants in the sick bank will not have to replace days used except as a regular contributing member of the bank.
- g. Participants withdrawing from membership in the sick bank will not be able to withdraw the days they have contributed.
- h. A participant may borrow up to one hundred (100) days from the bank per school year.
- I. Family Medical Leave. Employees who meet the eligibility requirements may be approved for the Federal Family and Medical Leave Act (FMLA). FMLA provides employees with up to 12 work weeks of leave during a 12-month period for a number of reasons, (1) the birth, adoption, or foster placement of a child; (2) to care for a spouse, son, daughter, or parent with a serious health condition; or (3) when the employee is unable to work because of the employee's serious health condition. The terms and conditions of FMLA Leave will be governed by the federal statute and regulations.
1. For purposes of the FMLA allocation, the "12-month period" referred to above shall be a "rolling" 12 month period measured backward from the date of any FMLA Leave usage.
 2. Employees requesting leave shall provide at least 14-days' notice whenever the need for leave is foreseeable.
 3. If an employee is absent for five consecutive days, the employee shall upon request provide information necessary for the Board to determine whether the employee qualifies for an FMLA leave.
 4. Any employee taking FMLA leave shall use any paid sick leave available, to the employee, and the sick leave used shall be deducted from an employee's accumulated sick leave.
 5. When an employee has used all available sick leave, including any sick leave days from the sick bank for the employee's own serious health condition, the remaining days for FMLA leave shall be unpaid.
 6. The Board shall maintain their contributions toward the cost of health insurance benefits in accordance with the provisions of the contract as required by the federal law.
 7. An employee who is unable to return to work after he/she has exhausted the allocation of FMLA may be eligible for an additional medical leave of absence, subject to the necessary certification from the employee's medical provider and approval by the Superintendent. Before returning to work the employee must present medical certification that he/she is fit for duty.
- J. Bereavement Leave. In the absence of any employee of the school system because of death in the immediate family, employee's full hourly rate shall be paid for a period not to exceed five (5) days. If the absence continues for a longer period, the leave may be extended through the use of sick leave. (Note: immediate family shall be defined as the spouse and the parents of the spouse, the parents, custodial parent, guardian, children, step-children, brothers, sisters, wards, grandparents and grandchildren of the employee). Employees may attend funerals of distant relatives and friends without loss of pay, the time lost being deducted from sick leave.
- K. Workers Compensation. In cases of injury covered under the Workers' Compensation Act, an employee will be paid from his or her accumulated sick leave the difference between the amount of his or her regular pay and the amount that he or she receives pursuant to Workers' Compensation. This difference shall be charged on a pro rata basis to the employee's accumulated sick leave and will cease when said employee's

accumulated sick leave is exhausted. In no case will an employee receive double compensation under both the sick leave policy and the Workers' Compensation Act.

- L. Mileage. An employee required to use his/her vehicle for work purposes shall, with prior approval, be compensated at the current IRS rate.
- M. Jury Duty. There shall be no net loss of pay to employees required to serve on jury duty.
- N. Personal Days. A full-time employee shall be entitled to three (3) days of personal leave of absence during the school year, not cumulative, for legitimate and necessary personal business, religious holidays, and legal or business matters, any of which require absence during school hours. Personal leave may be charged in quarter day increments.
1. Personal business leave may not be used on the days immediately before or after a vacation or holiday, except in the case of a bona fide emergency, or except where permission is granted by the Superintendent, whose decision shall be final.
 2. All personal business leave day requests are subject to the approval of the Superintendent or his/her designee, such leave requests will not be unreasonably requested or unreasonably refused. Requests for personal business leave will be submitted in writing by the employee to the Superintendent or his/her designee at least five (5) days in advance, except in a case of a bona fide emergency, and will state the reason for the leave request.
 3. At the end of the school year, any unused Personal Days shall be appended to the employee's sick time.
- O. Course Reimbursement. Upon prior approval by the Superintendent or his designee, employees will be reimbursed the actual tuition, not to exceed the current University of Maine at Orono rate, for up to nine (9) credit hours in any contract year, for any course taken either to improve their work skills or to enable them to better do their job. All such requests will be reviewed by the Superintendent or his designee whose decision shall be final and non-grievable.
- Direct pay will be made on behalf of the employee for undergraduate and graduate courses for up to the University of Maine rate of up to nine (9) credits per contract year. Confirmation of successful completion and credits earned (grade/credit report, etc.) must be received in the Superintendent's Office on courses paid by the Augusta School Department before additional reimbursement moneys are issued, except for courses taken the previous semester, where the grade/credit is not yet issued. If the employee is unable to provide the aforementioned evidence, the employee will authorize a payroll deduction for the remainder of the school year.
- Professional work reimbursement does not apply towards Continuing Education Units (CEUs).
- P. Workshops/In-Service Training. Upon prior approval, support staff employees may attend out of district workshop and/or seminars. Full reimbursement will be made for registration fees that will enhance the employee's abilities to perform specific duties. All such requests will be reviewed by the Superintendent or his designee whose decision shall be final and non-grievable.
- Q. Leaves. Leaves of absence may be granted by the Superintendent with or without pay for a special reason.
- R. Association Leave. Up to nine (9) days per school year, not to exceed one (1) day per month, will be granted by the Administration to a person designated by the AEA for the purpose of conducting Association business. It is understood that three (3) days written notification period to the Superintendent is necessary in order for Association Leave to be granted. The Superintendent has the authority to waive the three (3) day notice requirement in cases of emergency.

Association Leave is contingent upon continued involvement in professional self-development related areas. The Board has the right to revoke Association Leave if continued involvement in professional self-development related areas is not justified on a periodic basis to the Board.

S. Pay. See Exhibit A. "Support Unit Hourly Wage Schedule".

Employees shall be paid in accordance with the salary schedule in Exhibit A.

Initial placement on the salary schedule shall be determined by giving credit for equivalent job experience at the discretion of the Superintendent. Placement shall be consistently applied to all new hires. The Superintendent shall inform the Association of such placement.

Payment schedules and options: Each pay period will be two (2) weeks long and end on a Friday. Pay checks for a pay period will be issued one (1) week after the end of the pay period.

School year employees may elect the option of being paid as earned, or have the option of having their pay averaged over 26 pay periods as described below. Full year employees will be paid over 26 pay periods as earned. Employees who work as a lunch room monitor in addition to their regular position, must complete a separate time card for the lunch room monitor position along with the timecard required for the regular position.

Federally paid employees who are notified by July 15th of each year, shall have the option of being paid as earned or paid in 21 or 26 pay periods. Those employees who choose to be paid in 26 pay periods must take their summer pay in a lump sum payment by July 1st.

$$\frac{(\text{Scheduled days/year}) \times (\text{Scheduled hours/day}) \times (\text{Scheduled hourly rate})}{26 \text{ pay periods}}$$

= Gross Averaged Pay Per Pay Period

Any unpaid hours missed during a pay period ("unpaid leave") shall be deducted from the pay check for that pay period. Any extra paid hours worked during a pay period will be added to the pay check for that pay period.

If, because of a mid-year termination or for any other reason, the amount the employee receives under this pay averaging system is more than the employee's paid hours multiplied by his or her rate of pay, such overage will be withheld from the last check the employee receives. (If such overage is not withheld, the employee shall pay such overage to the Board.) If the employee receives less than the employee's paid hours multiplied by his or her rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last check.

Except as hereinafter provided, no change with respect to pay averaging may be made after an employee receives his/her first paycheck.

In pay checks for work performed by a school year employee in pay periods following the last school year pay period, the employee will receive the pay earned during such pay periods. Any work performed outside of the employee's regular work schedule will be paid as earned based on completion of a time card.

Step increases will be granted only at the beginning of each school year. An employee hired prior to January 15 of any school year covered by this contract will receive credit for one year's experience on the salary scale for that school year. An employee hired on or after January 15 of any school year covered by this contract will receive no experience credit for that year.

If an employee's pay classification changes, such change will be made only as of the first day of a pay period.

T. Retirement / Separation / Death Benefit.

A. Accumulated Sick Leave

After fifteen (15) years of continuous service to the Augusta School System, an employee, upon retirement, separation or death, shall be paid the equivalent of one-half (1/2) of his/her accumulated sick leave, based on his/her regularly scheduled rate of pay and regularly scheduled hours per day, not to exceed \$3,500.

B. Health Insurance Contribution

The Board agrees to contribute to all employees' insurance protection as offered through the MEA Health Plan for those retired employees who contribute to the cost of their insurance premiums, which includes Blue Cross/Blue Shield (UCR) and Major Medical coverage as specified below:

1. Upon showing evidence that retirement benefits are to be immediately received from the Maine State Retirement System;
2. Up to \$4000.00 of the premium of a single subscription until the employee qualifies for Medicare (payment is made annually each September to the retired employee). Employees will provide annually, to the district, proof of premium cost incurred by the retired employee.
3. After twenty-two (22) years of continuous service in the Augusta System;
4. Upon retirement and attained age of 55.

U. Reclassification. An employee reclassified to a different job classification (*i.e. Ed Tech II to Ed Tech III*) within the bargaining unit covered by this Agreement shall be placed on the lowest step in the new classification which will provide the employee with the same or next higher pay per hour as the prior classification.

V. Uniform Allowance. The Board shall provide each food service worker and food service manager with appropriate uniforms at the beginning of each school year. The Board will reimburse up to \$100.00 for the purchase of shoes with receipt provided by the food service employee.

W. Unexpected School Closure Procedure. When School is canceled prior to the start of the school day the employee does not report to work and is not paid for the day. If the school schedule is altered, due to an unexpected district event, employees will be paid for their regularly scheduled day.

School building year round employees who determine to not report to work when school is cancelled or altered may use their available leave time.

X. Employee Assistance Program. An Employee Assistance Program is available to all employees.

Y. Administering Medications Stipend. In the absence of full time nursing staff at the middle and elementary schools and CATC, each building shall designate one primary person who will be responsible for the administering of medications. Such designee will be properly trained as a first responder in order to qualify for an \$800 stipend to be paid out, half in December and half in June.

ARTICLE 13 - SENIORITY, LAYOFF, RECALL

A. Seniority. "Seniority" shall be an employee's length of continuous service within the Augusta School Department since the date of his/her most recent employment in the bargaining unit.

B. Reduction in Force (RIF). "Reduction in Force" (RIF) shall mean the discontinuance of employment of an employee for bona fide financial or program reasons.

- C. **Position Elimination.** If the Board is contemplating the elimination of any bargaining unit positions, it (or its designee) will notify the Association. The Board (or its designee) will meet and consult with the Association upon request prior to a decision to eliminate any bargaining unit positions.

A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.

In the event that the Board decides to eliminate any bargaining unit positions, it shall give the Association prompt written notice of the position(s) to be eliminated.

For purposes of reduction in force, the following classification/impact areas shall be used:

IMPACT AREAS	Educational Technicians	Secretarial	Food Service
CLASSIFICATION	Ed Tech III	School Secretaries	Food Service Manager
CLASSIFICATION	Ed Tech II		Food Service Workers

In the event of a layoff, the employee whose position is to be eliminated may displace the employee with the least seniority in his/her classification.

A displaced employee may displace an employee in a lower classification within the employee's impact area or in any other classification in which he/she has satisfactorily served, provided that the person to be displaced is less senior than the displacer. The least senior employee(s) in the applicable group(s) shall be terminated first, in order to achieve the reduction in force.

If the employee to be terminated is qualified, in terms of experience, authorization, and/or training, to provide the programs remaining, then the next least senior employee within the impact area may be terminated.

In the event of the elimination of a part time position, a part time employee whose contract would not otherwise be terminated may be required to choose between assuming a full-time position or accept a layoff.

If a vacancy exists in the bargaining unit, the displaced employee, if qualified, shall have the option of displacing an employee as described above, may accept a vacant position, or accept the layoff.

An employee whose position is eliminated shall receive thirty (30) calendar days written notice prior to termination. This notice shall only be given during the school year, and never during the summer vacation. No notice shall be given less than thirty (30) days from the end of the school year.

- D. **Recall.** In the event a vacancy occurs in the classification for which an employee has been laid off, employees shall be recalled from layoff in inverse order of layoff. Employees shall remain on the recall list for eighteen (18) months.

Employees who decline an offer of recall within their classification within their impact area shall waive all rights to future recall.

Non-probationary employees on layoff and for the period eligible for recall shall be offered recall to any vacant position in the employee's impact area/classification from which he/she was laid off. Employees will be offered recall to a vacant position in any other classification provided the employees are qualified in accordance with the Department of Education's rules and regulations and provided the laid off employee is qualified in accordance with the appropriate job description.

Employees have a responsibility to keep the employer informed of a current address and contact information. Employees shall receive notice of such recall to the last known employee address and or contact information.

- E. **Continuation of Benefits.** Employees who have been laid off may participate at their own expense in the District's group health insurance plan for such period as prescribed by law.

ARTICLE 14 - SEVERABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 15 - WAIVER

It is expressly understood and agreed that any waiver on the part of the Board of any breach of any term or provision of this agreement shall not constitute a precedent, nor bind the Board to a waiver of any similar or succeeding breach of the same or any other terms or provisions of this agreement.

ARTICLE 16 - SUBCONTRACTING

Prior to final Board action, the Association shall be entitled to notice of any proposed recommendation to subcontract all or any services performed by the employees in the bargaining unit covered by this Agreement

ARTICLE 17 - JOINT LABOR MANAGEMENT COMMITTEE

A Joint Labor Management Committee ("Committee") shall be made up of five (5) employee members and five (5) members who are either administrators or Board members. The Association will select the employee members of the Committee and the Board will select the administrators and Board members of the Committee. The Association and the Board will endeavor to select employee and administrator members from as many different schools as possible. Meeting schedules and agendas shall be as mutually agreed upon by the President of the Association and the Superintendent, except that the committee will meet as needed, but at least on a quarterly basis and also upon the request of members of the committee. The purpose of the Committee shall be to discuss matters of concern to the employees and to the Board and the administration.

The committee shall develop a process and procedures for effective decision making and issue resolution.

ARTICLE 18 - PROFESSIONAL DEVELOPMENT

- A. The school district shall make available to each educational technician the training required by the State of Maine education technician regulations as stated in sections Section 5 D. (1) (A) (2) of Chapter 115 Part 1 of the State Board's rules governing the certification and employment conditions for education technicians. This training shall include, but shall not be limited to: support attendance at district in service programs, conferences and special project work on non-student days. Education Technicians will have access to staff development programming. Staff development activities funded under this section must meet Department of Education standards for education technician authorization renewal credits and shall be at the districts expense. Employees shall suffer no loss of pay as a result of such attendance and participation.
- B. A staff development committee shall be established. This committee will plan and implement the required training described above. The committee shall have the responsibility for coordinating all staff development programs provided to education technicians in the district and keep track of the progress of each education technician for authorization purposes. The committee shall be compensated at the rate of \$500.00 per year with compensation for individual members determined by the committee.

ARTICLE 19 - POSITION VACANCIES

In addition to Board of Education recruitment procedures, notices of vacancies of positions in classifications covered by this Agreement stating minimum qualifications necessary shall be posted in all schools for a period of five (5) work days. Applications shall be accepted from personnel who believe themselves qualified by reason of experience, training, capacity and general ability to execute proficiently all the demands of the position. All qualified staff applicants will be interviewed. If in the judgment of the Superintendent the abilities and qualifications of two or more applicants are equal, then the applicant with the most seniority in the Augusta School System shall be nominated by the Superintendent to fill the position.

All staff applicants shall be given the opportunity to update their personnel file by adding new information and by removing obsolete or irrelevant material when approved by the Superintendent.

All unsuccessful candidates for nomination shall be notified of the decision in writing within one (1) week of the decision.

The following statement will be included in all internal postings: *Internal applicants need only to submit a letter of intent for the vacancy within their bargaining unit.*

ARTICLE 20 – HEALTH AND SAFETY

The board shall reimburse any support staff employee for said employee’s personal insurance deductible or make replacement costs, whichever is less, for any loss, damage, or destruction of clothing or personal property of that employee as a result of the performance of his/her duties in the school, or while discharging duties on the school property, or while discharging duties on a school-sponsored activity. The incident will be reported to the building administrator within one (1) working day upon discovery of loss, damage, or destruction. Such payment will be made within forty-five (45) days of the reporting of the incident

ARTICLE 21 – JOB DESCRIPTIONS AND ASSIGNMENTS

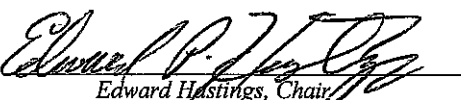
Each employee shall be provided with a written job description once finalized by the Board, describing his/her job responsibilities. The Association shall be provided with a copy of all job descriptions in the bargaining unit and copies of new job descriptions when positions are created in the unit or positions are modified requiring new job descriptions. The Board shall notify and, upon request, meet and consult with the Association regarding the creation or modification of job descriptions.

ARTICLE 22 – TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2020 through August 31, 2023.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 3rd day of December, 2020

AUGUSTA BOARD OF EDUCATION

By 
Edward Hastings, Chair
Augusta Board of Education

AUGUSTA EDUCATION ASSOCIATION

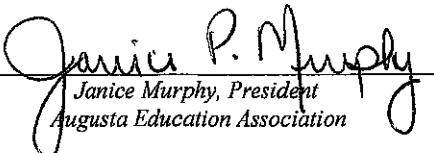
By 
Janice Murphy, President
Augusta Education Association

Exhibit A - Support Unit Hourly Wage Schedule

2020-2021

EXP.	Bookkeeper	Ed Tech II	Ed Tech III	Computer Tech	Food Service Worker	Food Service Mgr.	Secretary	Cony Food Mgr.
0	\$ 14.51	\$ 14.63	\$ 15.04	\$ 16.40	\$ 12.15	\$ 13.61	\$ 12.65	\$ 15.05
1	\$ 15.51	\$ 14.99	\$ 15.41	\$ 17.52	\$ 12.47	\$ 14.11	\$ 13.52	\$ 15.69
2	\$ 16.17	\$ 15.71	\$ 16.14	\$ 18.28	\$ 12.89	\$ 14.72	\$ 14.11	\$ 16.37
3	\$ 16.87	\$ 16.45	\$ 16.91	\$ 19.07	\$ 13.31	\$ 15.36	\$ 14.71	\$ 17.08
4	\$ 17.60	\$ 17.23	\$ 17.71	\$ 19.89	\$ 13.76	\$ 16.02	\$ 15.35	\$ 17.81
5	\$ 18.36	\$ 18.05	\$ 18.55	\$ 20.74	\$ 14.21	\$ 16.71	\$ 16.01	\$ 18.58
6	\$ 19.15	\$ 18.91	\$ 19.44	\$ 21.64	\$ 14.69	\$ 17.43	\$ 16.70	\$ 19.38
7	\$ 19.97	\$ 19.80	\$ 20.36	\$ 22.57	\$ 15.18	\$ 18.18	\$ 17.42	\$ 20.22
8	\$ 20.83	\$ 20.74	\$ 21.32	\$ 23.54	\$ 15.68	\$ 18.97	\$ 18.17	\$ 21.09
9	\$ 21.73	\$ 21.73	\$ 22.34	\$ 24.56	\$ 16.20	\$ 19.78	\$ 18.95	\$ 22.00
10	\$ 22.67	\$ 22.76	\$ 23.40	\$ 25.62	\$ 16.74	\$ 20.64	\$ 19.77	\$ 22.94
11	\$ 23.65	\$ 23.84	\$ 24.51	\$ 26.72	\$ 17.30	\$ 21.53	\$ 20.62	\$ 23.93

2021-2022

EXP.	Bookkeeper	Ed Tech II	Ed Tech III	Computer Tech	Food Service Worker	Food Service Mgr.	Secretary	Cony Food Mgr.
0	\$ 15.24	\$ 14.67	\$ 15.08	\$ 17.22	\$ 12.43	\$ 13.87	\$ 13.29	\$ 15.42
1	\$ 15.89	\$ 15.37	\$ 15.80	\$ 17.96	\$ 12.85	\$ 14.47	\$ 13.86	\$ 16.09
2	\$ 16.58	\$ 16.10	\$ 16.55	\$ 18.73	\$ 13.27	\$ 15.09	\$ 14.46	\$ 16.78
3	\$ 17.29	\$ 16.86	\$ 17.33	\$ 19.54	\$ 13.71	\$ 15.74	\$ 15.08	\$ 17.50
4	\$ 18.04	\$ 17.66	\$ 18.16	\$ 20.38	\$ 14.17	\$ 16.42	\$ 15.73	\$ 18.26
5	\$ 18.82	\$ 18.50	\$ 19.02	\$ 21.26	\$ 14.64	\$ 17.13	\$ 16.41	\$ 19.04
6	\$ 19.63	\$ 19.38	\$ 19.92	\$ 22.18	\$ 15.13	\$ 17.87	\$ 17.12	\$ 19.87
7	\$ 20.47	\$ 20.30	\$ 20.87	\$ 23.14	\$ 15.63	\$ 18.64	\$ 17.86	\$ 20.72
8	\$ 21.36	\$ 21.26	\$ 21.86	\$ 24.13	\$ 16.15	\$ 19.44	\$ 18.62	\$ 21.61
9	\$ 22.28	\$ 22.27	\$ 22.89	\$ 25.17	\$ 16.69	\$ 20.28	\$ 19.43	\$ 22.55
10	\$ 23.24	\$ 23.33	\$ 23.98	\$ 26.26	\$ 17.24	\$ 21.15	\$ 20.27	\$ 23.52
11	\$ 24.24	\$ 24.44	\$ 25.12	\$ 27.39	\$ 17.82	\$ 22.06	\$ 21.14	\$ 24.53

2022-2023

EXP.	Bookkeeper	Ed Tech II	Ed Tech III	Computer Tech	Food Service Worker	Food Service Mgr.	Secretary	Cony Food Mgr.
0	\$ 15.62	\$ 15.04	\$ 15.46	\$ 17.65	\$ 12.81	\$ 14.22	\$ 13.62	\$ 15.81
1	\$ 16.29	\$ 15.75	\$ 16.19	\$ 18.41	\$ 13.23	\$ 14.83	\$ 14.21	\$ 16.49
2	\$ 16.99	\$ 16.50	\$ 16.96	\$ 19.20	\$ 13.67	\$ 15.47	\$ 14.82	\$ 17.20
3	\$ 17.73	\$ 17.28	\$ 17.77	\$ 20.03	\$ 14.13	\$ 16.14	\$ 15.46	\$ 17.94
4	\$ 18.49	\$ 18.10	\$ 18.61	\$ 20.89	\$ 14.60	\$ 16.83	\$ 16.13	\$ 18.71
5	\$ 19.29	\$ 18.96	\$ 19.49	\$ 21.79	\$ 15.08	\$ 17.56	\$ 16.82	\$ 19.52
6	\$ 20.12	\$ 19.86	\$ 20.42	\$ 22.73	\$ 15.58	\$ 18.31	\$ 17.55	\$ 20.36
7	\$ 20.98	\$ 20.81	\$ 21.39	\$ 23.71	\$ 16.10	\$ 19.10	\$ 18.30	\$ 21.24
8	\$ 21.89	\$ 21.79	\$ 22.40	\$ 24.74	\$ 16.63	\$ 19.93	\$ 19.09	\$ 22.16
9	\$ 22.83	\$ 22.83	\$ 23.47	\$ 25.80	\$ 17.19	\$ 20.78	\$ 19.91	\$ 23.11
10	\$ 23.82	\$ 23.91	\$ 24.58	\$ 26.91	\$ 17.76	\$ 21.68	\$ 20.77	\$ 24.11
11	\$ 24.84	\$ 25.05	\$ 25.75	\$ 28.07	\$ 18.35	\$ 22.61	\$ 21.67	\$ 25.15

Stipend position(s) held by support staff shall follow Schedule B, C, and D of the Teachers' Contract.

Exhibit B

GRIEVANCE FORM

**AUGUSTA EDUCATION ASSOCIATION
Jan Murphy, President, Hussey Elementary School
Augusta, Maine 04330**

GRIEVANT: _____

POSITION: _____ SCHOOL: _____

DATE OF ALLEGED GRIEVANCE: _____

CONTRACT PROVISIONS VIOLATED: _____

DESCRIPTION OF GRIEVANCE: _____

REMEDY REQUESTED: _____

SIGNED: _____ DATE: _____

<u>Date Filed with:</u>		<u>Written Response Recd:</u>	
1) Prncpl/Admin	Initialed: _____	Date: _____	Initialed: _____
2) Superintendent	Initialed: _____	Date: _____	Initialed: _____
3) Board of Educ.	Initialed: _____	Date: _____	Initialed: _____
4) Arbitrator	Initialed: _____	Date: _____	Initialed: _____

APPENDIX A

**ANNUAL SPOUSAL AUGUSTA SCHOOL DEPARTMENT
HEALTH INSURANCE CERTIFICATION**

I, _____, hereby certify to the Augusta Board of Education as follows
(Please complete the appropriate section):

_____ My spouse is not employed

_____ My spouse is employed, but he/she is not eligible for health insurance through his/her employer,
or if eligible for such insurance his/her employer does not contribute to the cost of insurance
or provide cash in lieu of insurance.

_____ My spouse is self-employed and has no employees or does not contribute to the cost of
health insurance for his/her employees or does not provide cash in lieu of insurance.

I certify that the above information is true and agree to notify the Superintendent's Office within 10 days of any change. I understand that the Board of Education reserves the right to require documentation concerning my certification. I further understand that any health insurance payments made by Augusta School Department based upon a false certification will require repayment, including any collection costs and attorney's fees, by me.

**Side Agreement
Between the
Augusta Education Association/MEA/NEA
(Support Unit)
and the
Augusta Board of Education**

This agreement documents the understanding between the Augusta Education Association/MEA/NEA (“the Association”) and the Augusta Board of Education (the “Board”) regarding compensation for Educational Technicians who are re-assigned by the administration from their regular positions to substitute for other employees. The parties have agreed on a pilot program.

Beginning with the 2021-2022 school year the Board agrees to compensate educational technicians while funds are available from the “Substitute Fund” an additional \$50 per day, beyond their regular days’ pay, for substituting for another employee for more than two (2) hours per day, commencing with the fifth (5th) substituting assignment. The Substitute Fund for this pilot program will be established beginning with the 2021-2022 school year and the sum of \$5000 shall be designated for use to pay for substituting in accordance with this Side Letter.

By April 1, 2022, the parties agree to share information regarding the amount of loss time with assigned students and the cost effectiveness of the pilot program.

Either party may initiate negotiations for the continuation or discontinuance of the pilot program. Should the parties not meet or are unable to resolve the matter, the continuation of the agreement beyond the 2020-2023 contract, shall be subject to the 2023 successor negotiations between the parties and the pilot program will not automatically extend beyond the 2022-2023 contract year.