

**COMPREHENSIVE
AGREEMENT**

between the

EAST MILLINOCKET BOARD OF DIRECTORS

and the

**EAST MILLINOCKET EDUCATION ASSOCIATION
MEA/NEA ED-TECH BARGAINING UNIT**

JULY 1, 2019 to JUNE 30, 2022

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ARTICLE I – PREAMBLE

This agreement has been entered into this **11th day of March, 2019** by and between East Millinocket Education Association /MEA/NEA Ed-Tech Bargaining Unit(hereinafter called the “Association”) and the East Millinocket Board of Directors (hereinafter called the “Board”) of East Millinocket, Maine.

ARTICLE II – RECOGNITION

The East Millinocket Board of Directors (hereinafter called the “Board”) recognizes the East Millinocket Education Association (Support Staff Unit)/ MEA/NEA (hereinafter called the “Association”) as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and working conditions for its eligible employees of the bargaining unit consisting of all Ed Techs I, II and III, and Associate Specialist Speech Ed Tech III. Excluded from this unit shall be Educational Technicians who have been employed six months or less: any Educational Technicians who do not otherwise satisfy the definition of public employee under 26 MRSA Subsection 962: and all other employees of East Millinocket.

ARTICLE III – ASSOCIATION RIGHTS

- A. The Association shall be permitted: to transact official Association business on school property when school is not in session so long as it does not interfere with scheduled meetings, assigned duties of the employees or normal school operations.
- B. The Association and bargaining unit employees shall have the right to use the Districts’ communications systems and equipment when such equipment is not otherwise in use and is consistent with the Board’s policy. Any toll charges incurred due to official association business will be paid for by the association. A check for this will be made out to the School Department and forwarded to the Office of the Superintendent.
- C. Copies of this Agreement will be reproduced by the Superintendent’s Office within thirty school (30) days after the contract is fully signed and executed. A copy of this contract will be given to all present and future employees.
- D. The Superintendent’s Office will provide notice to the Association Representative of new educational technician bargaining unit employees within thirty (30) school days of Board approval of the official minutes. Such notice will include: Name, job classification, location, and rate of pay.

ARTICLE IV – MANAGEMENT RIGHTS

- A. Except as explicitly limited by a specific provision of this Agreement, the Board retains all rights and authority available to it under law and to have the exclusive right to take any action it deems appropriate in the operation of the school system, in the implementation of educational

policies, and in the direction of the work of employees covered herein in accordance with its judgment. Such rights shall include, but not be limited to:

1. The operation of the school system such as:
 - a. the direction of employees,
 - b. Hiring and discharging of employees,
 - c. Investigation and appropriate discipline of employees,
 - d. changes in assignments,
 - e. suspending, so long as a proper investigation occurs within an appropriate time frame,
 - f. establishing schedules,
 - g. introduction of new or improved methods or facilities and
 - h. the right to carry out the ordinary and customary functions of management, which are exclusively vested in the Board and the Superintendent.

ARTICLE V – GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” shall mean an alleged violation of any of the provisions of this Agreement.
2. A “grievant” is the employee, employees or the Association making the claim of grievance pursuant to the terms of this Agreement.
3. A “party in interest” is the employee or employees 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 days when school is in session during the school year. During the summer recess between school years, “day” shall mean weekdays, Monday through Friday, excluding legal holidays.

B. Purpose

1. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of recrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents on a later grievance proceeding.

C. Submission of Grievance

1. The aggrieved party must attempt to resolve the grievance informally during the twenty-five (25) day period specified in C-3 below.
2. Each grievance shall be submitted in writing, on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. An employee, or group of employees, may submit grievances which affect them personally and shall submit such grievance to the building principal.
5. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

D. Time Limits

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing by the parties in interest.
2. Between the end of the school year and the beginning of the next school year, the time limit set forth herein shall refer to the regular week days, Monday through Friday, except when school is not in session.
3. Time is of the essence in the filing and processing of all grievances under this article. Failure on the part of a 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 any grievance and shall be a complete bar to arbitration. Failure by the District to adhere to the time requirements for processing/responding to a grievance shall permit the grievant to proceed to the next level of the grievance procedure.

E. Informal Procedure

1. If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with his/her principal or other administrator in an effort to resolve the problem informally designated.
2. If the employee is not satisfied with such disposition of the matter, he/she shall have the right to discuss it with the Superintendent in an effort to resolve the problem informally.

F. Formal Procedure

1. Level One - School Principal

- a) If an aggrieved party is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing on a mutually agreed upon form to his/her principal or other designated administrator with jurisdiction thereunder. A grievance will be deemed waived unless submitted in writing twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievance.

- b) The principal or other designated administrator shall, within five (5) days after receipt of the written grievance, have rendered his/her decision and the reasons therefore in writing to the aggrieved party.
- c) Level One of the formal grievance procedure may be bypassed when the Superintendent is the "designated administrator" as described in subsection "a" above. In such instances the formal grievance procedure shall commence at Level Two.

2. Level Two - Superintendent of Schools

- a) If the aggrieved party is not satisfied with the resolution of the grievance at Level One, he/she may within five (5) days submit it to the Superintendent at Level Two.
- b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance.
- c) The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved party.

3. Level Three - School Board

- a) If the aggrieved party is not satisfied with the resolution of the grievance at Level Two, he/she may, within five (5) days after receiving the Superintendent's response, request in writing a meeting on the matter before the Board.
- b) The Board shall, meet with the aggrieved party at its next regularly scheduled Board meeting for the purpose of reviewing the grievance.
- c) The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved party.

4. Level Four - Impartial Arbitration

- a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days, submit the grievance to arbitration by so notifying the Board in writing.
- b) The Chairman of the Board and the aggrieved party shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the American Arbitration Association shall immediately be called upon by the Association to propose a list of arbitrators. The arbitrator selected shall confer promptly with the representatives of the Board and the aggrieved party and shall review the record of the prior meetings and shall hold such hearings with the aggrieved party and Board as he shall deem requisite.
- c) The arbitrator shall, as soon as practicable after his/her selection, 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 decisions which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the aggrieved party and shall be final and binding on the parties, subject to judicial review.

- d) The costs for the services of the arbitrator shall be borne equally by the Board and the aggrieved party.

G. Rights to Representation

Any party in interest may be represented at Levels One, Two, Three, and Four of the formal grievance procedure by a person of his/her own choosing, except that an employee may not be represented by any other association than the East Millinocket Education Association or its designee. When an employee is not represented by the Association, the Association shall have the right to be represented by its designee. Any agreement or resolution arrived at by the parties must be consistent with the collective bargaining agreement.

H. Group Grievance

If a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent with a copy to building principal(s) or other appropriate administrator(s) directly involved, and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

I. Filing

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, except that regular personnel documents shall be returned to the personnel file at the conclusion of the grievance process.

J. Forms

Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent, and made available to the Association so as to facilitate operation of the grievance procedure.

ARTICLE VI – EMPLOYMENT

A. Employment Rights

1. New employees will serve a one-time probationary period of one year. During the 1st 12 months of this period, the employee shall not be covered by the bargaining agreement. Probationary employees will have their wages set by the superintendent, at the entry level wage for their job's classification
2. No non-probationary employee shall be discharged or formally disciplined without just cause

3. Whenever an employee is required to appear at a meeting of the Board or with any administrator of the Board, or with any administrator or supervisor in a investigatory proceeding which could adversely affect employment, the employee will receive prior notice and the reason for the meeting. The employee is entitled to have a representative of the association to advise them during the meeting.
4. No employee who is scheduled by the Board to participate during working hours in negotiations, grievance procedures, mediation, fact-finding, arbitration, or proceedings of the MLR will suffer any loss of pay.
5. The Superintendent reserves the right to administratively suspend an employee, pending charges, with pay.
6. The Board recognizes its obligation to meet and consult w/ the association upon receipt of a request by the association before implementing any changes following the process requirements outlined in MLR AD-3 April 14, 1982

B. Subcontracting

1. The Board reserves the right to contract out bargaining unit work as it deems in the best interest of the school system, providing subcontracting does not reduce the hours nor cause the layoff of current employees:
 - a. To obtain additional expertise, experience, skills, facilities not available within the District and not within a bargaining unit position description; or
 - b. To accommodate temporary increases in workload or other temporary needs.

C. Vacancies

In the event of a vacancy, after application of the recall provisions in Article VI.H.3, the vacancy may be filled from among eligible employees on the basis of ability and qualifications to perform the duties of the position. Where qualifications and ability are substantially equal, seniority will be the governing factor in final selection.

It is the board's intention to fill vacancies as follows:

1. from employees within the school who apply;

Where such selection involves a bona fide need for special skills and/or special qualifications for a particular position and those special skills and/or special qualifications do not exist among the applicants from within the school, the above preference for selection shall not preclude the agency from outside selection. All job vacancies shall be posted in the school for five (5) workdays before being advertised outside the school.

2. The Board reserves the right to hire the candidate it deems appropriate for the position.

D. Job Descriptions

The Board shall maintain a written job description for each classification in the bargaining unit and shall notify the Association of any changes. Upon hire, or when a job description changes, each employee will be provided a new job description. General job expectations will be reviewed annually.

E. Work Schedule

1. Work Year

Subject to such changes as the Board in its discretion may make, the work year for all bargaining unit employees shall be equal in length to student days plus any approved workshop days or training days. Nothing in this Agreement shall interfere with the Board's right to extend or shorten the length of the school year, provided the Board has notified the association that the Board is contemplating such changes and has met and consulted with the association before any changes are implemented.

If, after the school calendar is set for the year, the Board decides to shorten the student year, (except in the case of an early release day due to inclement weather) employees who would have normally been working during the time in question will be paid their usual rate for the hours that are eliminated.

If a cancellation occurs after the Ed Techs arrive at school (and the day will be made up in full), the Ed Techs will be paid only for their time spent at school on the cancellation day, and for the day that will be made up, when it is made up. If a cancellation day will not be made up, the Ed Techs will be paid their regularly scheduled hours on the cancellation day. On the make up day, the ed techs will only work the number of hours it takes to add up to a full day, adding together the cancelled day and the make up day.

Any changes that affect working conditions will be negotiated in accordance with laws.

F. Duty Free Lunch

Each employee who works 6 or more hours, will have a scheduled uninterrupted duty-free lunch period of at least 30 minutes. If an employee is assigned, by an administrator, to work during the duty-free lunch, the employee shall be paid at the employee's regular rate.

In the case of an emergency during an employee's duty-free lunch, which would require the employee to supervise, treat or attend to a student, that employee will either be compensated or receive a duty-free lunch per administrator.

G. Evaluation

1. Employees will receive no more than one written formal evaluation each year. Each employee will have access to the written evaluation tool at the beginning of the school year.
2. Prior to the placement of a written evaluation in an employee's personnel file, the employee will receive a copy of the evaluation, have the right to participate in a conference with his/her evaluator, prepare and attach a written response.

H. Reduction in Force & Recall Privilege

1. Position Elimination

- a. In the event that the administration is considering the elimination of any bargaining unit position, it shall give the Association fourteen (14) day calendar days written notice of the positions under consideration before any final action by the Board is taken. A decision by the Board to eliminate any bargaining unit position shall not be subject to the grievance procedure or arbitration.

2. Reduction in Force Procedures

- a. In the event of a RIF, the employee(s) with the least seniority within the classification (Ed Tech I, II or III) in which the position was discontinued shall be laid off, so long as the remaining employees have the certification (authorization), skill, and ability to perform the necessary duties.
- b. If the employee who would be laid off has greater seniority than an employee in another classification for which the impacted employee has the requisite skills and abilities as well as greater seniority, then the employee with the least seniority in the other classification shall be laid off. The transferred employee shall be placed in the new classification and paid at the rate for which they are now employed.
- c. 1:1 Employees hired as 1:1 IEP specific, will not be covered under the RIF process. however, the Board will make every attempt to place the employee in an available position.

3. Recall Privilege

- a. In the event of a reduction in force, those affected will have the right of recall within two (2) years, at the position, or similar position for which they were employed.
- b. Employees reemployed after a layoff shall retain their seniority, and accumulated sick leave, earned prior to the layoff.
- c. An employee who is reemployed after a layoff shall be placed in the same wage step corresponding to his/her number of years of service as an ed tech in the district.
- d. Failure of an employee to respond or accept recall within ten (10) calendar days shall automatically result in forfeiture of all further rights to recall.
- e. In the event of a Reduction In Force, employees shall be recalled in reverse order of layoff
- f. Notice of recall shall be given by certified mail to the last address given to the Board by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee.

I. Use of Automobile

Employees shall not be required to drive students to activities which take place away from the school building. In the event of an emergency, an employee may do so voluntarily, with the advance approval of his or her principal/administrator. Should this occur, the employee will be compensated at the rate of .44 cents per mile or state rate whichever is less.

Employees who are required to use their personal vehicle for assigned business will be compensated at the rate of .44 cents per mile or state rate whichever is less.

ARTICLE VII – PERSONNEL FILES

There will be only one official personnel file as referenced in 20A MRSa subsection 6101, per employee for any employee in the direct employ of the school department, and this personnel file shall be maintained at the Office of the Superintendent.

- A. Said file shall contain a record of directory information on each employee including the following:

1. Name;
2. Dates of employment;
3. Regular and extracurricular duties, including all courses taught in that school administrative unit;
4. Post-secondary educational institutions attended;
5. Major and minor fields of study recognized by the post-secondary institutions attended; and
6. Degrees received and dates awarded

B. Contents

1. The contents of a "personnel file" includes, but is not limited to:
 - a. Formal or informal employee work evaluation compiled and maintained for employment purposes; and
 - b. Reports relating to the employee's character, credit, work habits, compensation and benefits.
2. No material derogatory to the employee's conduct, service, character or personality shall be placed in his personnel file, during the period of employment, unless the employee has had an opportunity to review the material. The employee shall have the right to respond to or rebut such material in writing and have it attached to the file copy. No anonymous or unattributable material shall be placed at any time in an employee's personnel file.

C. Except for directory information, information in any form relating to an employee or to the employee's immediate family shall be kept confidential if it relates to the following:

1. All information, working papers and examinations used in the examination or evaluation of all applicants for employment;
2. Medical information of any kind, including information pertaining to diagnosis or treatment of mental or emotional disorders;
3. Performance evaluations, personal references and other reports and evaluations reflecting on the quality or adequacy of the employee's work or general character compiled and maintained for employment purposes;
4. Credit information;
5. Personal history (other than directory information), general character or conduct of the employee or any member of the employee's immediate family;
6. Complaints, charges of misconduct, replies to complaints and charges of misconduct and memoranda and other materials pertaining to disciplinary action;
7. Social security number;
8. Action plans, support system documentation and reports maintained for recertification purposes; and
9. Criminal history record information obtained pursuant to MRSA 20-A section 6103.

D. Any written record (i.e. Board minutes) of a decision involving disciplinary action taken with respect to an employee shall be considered confidential.

E. File Review:

1. An employee (or his/her written designee) shall have the right, at any time, upon written request to the Superintendent, to inspect and review the contents of their personnel file.

Review of a personnel file shall take place where the file is kept during normal school hours.

2. The employee (or his/her written designee) may request that the Superintendent's clerical assistant make copies of any or all documents contained in the personnel file. The employee (or his/her written designee) shall pay the sum of ten cents (\$.10) per page in excess of twenty (20) pages.

ARTICLE VIII – WAGES

A. Employees shall be paid in accordance with the following wage schedule below:

<u>Position</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
	<u>.03</u>	<u>.03</u>	<u>.03</u>
<u>Ed Tech I</u>	<u>12.52</u>	<u>12.90</u>	<u>13.29</u>
<u>Ed Tech II</u>	<u>13.27</u>	<u>13.67</u>	<u>14.08</u>
<u>Ed Tech III</u>	<u>17.61</u>	<u>18.14</u>	<u>18.68</u>
<u>Ed Tech III A</u>	<u>19.50</u>	<u>20.08</u>	<u>20.68</u>
<u>Associate Specialist</u>	<u>24.22</u>	<u>24.95</u>	<u>25.70</u>

B. Payroll Deductions

1. Employees will be paid biweekly for all hours worked or earned during the established pay period.
2. The Board will make such deductions from an employee's pay as are legally required and make timely and appropriate remittances of all such deductions.
3. The Board agrees to deduct local, state and national association dues from any employee who authorizes such dues deduction in writing; and to remit such dues promptly to the Association.

ARTICLE IX – EMPLOYEE BENEFITS

A. Additional Compensation

1. During the first (1st), second (2nd), and third (3rd) years of the agreement, each full-time employee will receive the sum of up to \$1,900, \$2,000 and \$2,100 respectively. Part time employees will receive a prorated benefit depending upon the percentage of time worked as an educational technician.
 - a. Payments will be made twice a year (December and June).

B. Holidays

All employees shall receive pay for the following

Ten days (10) in 2016-19 - Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, President's

Day, Patriots Day and Memorial Day; whether or not they are scheduled to work on the holiday.

Holiday pay shall be equal to the employee's normal work day.

C. Leaves of Absence

1. Bereavement Leave

Employees will be granted leave of up to five (5) days per year without loss of wages in case of death of an employee's spouse, daughter, son, mother, father, mother or father-in-law, sister or brother, brother-in-law, sister-in-law, grandparent, grandchild, step/foster child, or past legal guardian. With approval from the Superintendent, one (1) day per year may be utilized for a member outside the immediate family. Should additional days be necessary it may be granted at the discretion of the superintendent with out pay.

2. Jury duty Leave

Time necessary for jury duty during the normal working day will be paid by the School Board at the rate equivalent to the difference between the daily jury pay and their regular daily rate.

3. Personal Leave

Up to two (2) days of personal leave of a compelling nature will be granted to employees per contract year. Personal leave shall not be used for recreational purposes or to extend school vacations. Of these days, the employee will provide a reason for one (1) of the days. The employee shall give as much prior notice as possible to the administrator prior to using said personal leave. Admin reserves the right to limit the number of personal leaves per building per day. Employees may elect to sell, at the end of the school year, one personal day that has not been used.

4. Sick Leave

- a. Ten (10) days sick leave per year will be granted for personal illness with a maximum accumulation of one hundred ten (110) days.
- b. In addition to the ten (10) sick days, there will be a sick day incentive.

An Ed Tech who uses fewer than seven (7) sick days during the school year will be paid a bonus of \$100 dollars per day for each day (up to the seven) that are unused. Professional, personal and bereavement leave shall not be considered as an absence. The bonus shall be paid during the pay period immediately following the completion of the academic year. Part time employees will receive a prorated benefit depending upon the percentage of time worked as an educational technician.

Sick days used	Bonus
Zero (0)	\$700.00
One (1)	\$600.00
Two (2)	\$500.00
Three (3)	\$400.00

Four (4)	\$300.00
Five (5)	\$200.00
Six (6)	\$100.00
Seven (7)	\$0.00

- c. A maximum of seven (7) of the above days in total will be allowed for serious illness of spouse, daughter, son, mother, father, foster parents, mother-in-law, father-in-law, sister, brother, step-mother, step-father, grandmother, grandfather, grandchildren, aunt or uncle and must be cleared through the Superintendent's Office.
- c. The Board reserves the right to request a doctor's certification of illness after five (5) consecutive days of absence.
- d. In the event that an employee qualifies for long-term disability benefits under the Maine State Retirement System, employment shall terminate as of the date he/she receives written notification of such qualification.

5. Extended Sick Leave

- a. In the event that an employees / immediate family accumulated sick leave has been used up, a request for an extension of sick leave may be made by the employee to the School Board, through the Superintendent of Schools, provided all other leave has been used first. Such a request must include reasons, supported by a statement from the employees' doctor that the time requested is necessary for recuperation.
- b. The Boards decision will be final and non-grievable
- c. The number of additional days to be granted under this provision of the contract will be determined by the School Board.

6. Additional Leave of Absence

Additional Leaves of absence may be granted at the Superintendent's discretion with or without pay.

D. Severance upon Retirement

- 1. Upon receipt of a statement of intent to retire, the employee will become eligible to receive payment for up to twenty (20) accumulated sick leave days not to exceed \$1,500. The employee will only receive payment after the School Board has formally accepted the employee's resignation for the purposes of retirement.
- 2. The employee must have taught in the School System for twenty (20) years.
- 3. The severance will be based upon his/her regular daily rate of pay.
- 4. Employees who intend to retire at the end of the school year shall notify the Superintendent in writing prior to December 15th of the school year in which the employee intends to retire. Retirement payments under this Article may not be paid prior to July 1st of each year.

E. Training and Course Reimbursement

1. Upon prior approval of the Superintendent, employees may take up to 3.0 Credit hours per year (through grant monies if available), which will be paid by the School Board upon submission of a passing grade of "C-" or "P" for passing grade.
2. Employees will maintain certification, at all times of employment.
3. Upon prior approval from the Superintendent:
 - a. Employees who have participated in district training, in order to maintain their certification but who require further training, will be reimbursed for said training.
 - b. If the employee is required to participate in additional training, outside of the school day, beyond that which is required to maintain certification, the employee will also receive pay at the regular hourly rate for the time spent in training.
Mileage at the district rate will also be paid.

F. Vacation

1. Vacation time shall be granted during the school year when school is not in session.
Vacation may be taken as follows:
 - a. After one (1) year of service in the district, three (3) days will be paid during Christmas break as vacation time.

ARTICLE X – SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or any group of employees is held to be contrary to law, then such provision 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 XI – MAINTENANCE OF STANDARD

A. Maintenance of Standards/ Past Practice

1. Working conditions of bargaining unit employees, established during the term of the contract, which are not specified in this Agreement, will be followed until a successive agreement is established. Practice established during the terms of previous contract Agreements do not apply once a new contract is negotiated, unless agreed upon, by the Board and the association.
2. Any individual contract between the Board and an individual employee shall be subject to and consistent with this Agreement.

ARTICLE XII – DURATION

A. Term of Agreement

1. This Agreement shall be effective as of the July 1, 2019 and shall expire at midnight on June 30, 2022. This Agreement supersedes and replaces any such contracts or other agreements or established practices, which as of the date hereof are agreed to be no longer of any force or effect.
2. In the event that negotiations for a successor Collective Bargaining Agreement have not been concluded at the time of this Agreement's expiration date above, any conditions and benefits set forth in this Agreement will be maintained until a new Agreement has been ratified.

In witness whereof, the parties have caused this agreement to be executed on the day and year first above written.

Billy Mason

President
Association

3-11-19

Date

Mark Swall

Chairperson, *vice*
School Board

3-13-2019

Date