

AGREEMENT
BETWEEN
THE
REGIONAL SCHOOL UNIT #1
BOARD OF DIRECTORS
AND
THE
SAGADAHOC EDUCATION ASSOCIATION
2015-2018

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AGREEMENT BETWEEN THE RSU #1 BOARD OF DIRECTORS
AND THE SAGADAHOC EDUCATION ASSOCIATION
2015-2018

ARTICLE I: PRINCIPLES

A. Except as otherwise expressly limited by a specific written term of this Agreement, the determination of educational policy, the operation and management of the schools and the control, supervision and direction of the teachers are vested exclusively in the Board of Directors.

It is likely that the public schools will continue to experience significant transformation and change throughout the foreseeable future. The Board of Directors reaffirms its commitment and duty to consult with the Association on matters of educational policy. The Association acknowledges the right of the Board of Directors to determine educational policy and commits to full cooperation with all educational initiatives promulgated by the Board that do not violate the terms of this agreement, subject to the terms of paragraph B.

B. The Board shall notify the Association whenever a change in educational policy is planned. Upon request, the Board shall meet and consult with the Association concerning educational policies or planned changes therein. Whenever a change in educational policy is adopted, the impact on working conditions of bargaining unit employees, which results from the adoption of the educational policy, shall be negotiated upon request.

C. The professional teaching staff has the responsibility of implementing Board policy in a professional and timely manner.

ARTICLE II: RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining agent as defined under State of Maine Public Law, Chapter 9A, Title 26, Section 962 of the Municipal Public Employees Labor Relations Law for the entire group of full time and part time certified classroom teachers, itinerant classroom teachers, special education teachers, literacy specialists, guidance counselors, school psychological examiners, librarians/media specialists, school nurses, social workers, speech and hearing clinicians, math coordinators, Pre-K, ESL, and student services coordinators. This article does not alter Pre-K and Occupational Therapist services that are currently contracted out.

Those employed less than six (6) months and all employees of the Board not specifically included in the recognition clause above such as summer school teachers and adult education teachers while acting as such are excluded from this Agreement.

The Board may contract out services on a part time or full time basis to fulfill special requirements that cannot be met by certified, professional employees. Contracting out shall be limited to those needs that cannot be reasonably accommodated by the employment of a unit employee.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined, and reference to male teachers shall include female teachers.

- C. Unless otherwise indicated, the term "service" will include the collective time for each teacher's employment in RSU1 and the former school districts of Bath, West Bath, Phippsburg, and Woolwich.

ARTICLE III: NEGOTIATION PROCEDURE

- A. Not later than February 1 (at least five months prior to the beginning of the new fiscal year) the Board agrees to begin negotiation with the Association pursuant to State of Maine Public Law under Chapter 9-A, Title 26, in accordance with the procedure set forth here in, to negotiate modifications in this agreement. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted by the Board and Association and signed by the Board and Association.

ARTICLE IV: SALARIES

- A. The Salary scales are set forth in Schedule A, which is attached to this Agreement.
- B. Salaries will be paid on a bi-weekly basis beginning with the second Thursday after the start of the school year.
 - (1) At the election of the employee, salaries may be paid by direct deposit to any bank designated by the employee. Regional School Unit 1 will complete direct deposits by the close of business on the Wednesday that immediately precedes the Thursday pay date. Employees may at any time elect to discontinue direct deposit services. Regional School Unit 1 will not be responsible for any bank charges on employee accounts. It is the responsibility of the employee to see that the deposit is credited to his/her account before writing checks on that account.
- C. Teachers retiring at the end of the school year may apply for residual salary payment before July 1, in order to commence retirement pay during that month. In order to be eligible for such residual salary, a teacher must notify the Superintendent of his/her intention to retire not later than January 15 of the year of retirement, barring circumstances arising after January 15 which are beyond the control of the teacher.
- D. (1) Teachers at the Bath Regional Career and Technical Center with only a vocational certificate shall be paid on the Bachelor's scale.
 - (2) Teachers at the Bath Regional Career and Technical Center with both a vocational certificate and a Bachelor's Degree shall be paid on the Master's scale, and teachers with both a vocational certificate and a Master's Degree shall be paid on the Master's plus 30 credits scale.
 - (3) Teachers hired by the Board shall be placed on the salary scale at a level that reflects prior professional experience and years of service. New hires with no teaching experience shall be placed at Level A. New teachers with teaching experience will be placed on the scale according to experience and education level. No new hire shall be placed higher on the scale than a current employee with the same experience and education. Prior experience shall include contracted teaching in related disciplines at private or public schools or similar professional experience and the Superintendent may aggregate less than full years experience in similar positions to determine placement on scale (for example: a teacher teaching two 1/2 years equals one year-level experience or a teacher working part time for two years equals one year-level experience). For the school year 2009-2010, the shift from traditional steps to levels will be attached to this contract to document where the existing member has been placed for salary purposes.

(4) The annual salaries of teachers shall be paid in twenty-six (26) installments due every other Thursday. Teachers may choose to receive their paychecks under either of the following options:

- (a) Bi-weekly commencing with the first payday of the school year.
- (b) Bi-weekly commencing with the first payday of the school year, with a reconciliation check completing the year's salary payment by the first payday in July.
- (c) Teachers will make their requests for a reconciliation check in writing to the superintendent before June 1 of each year.

E. Salaries for part-time teachers shall be pro-rated as a percentage of a full teacher's day.

F. For Jury Duty: Each member shall be compensated the difference between the actual daily rate of pay and the amount received for jury duty. Whenever any teacher shall be called for jury duty, the teacher shall be permitted to retain payments made for such service for up to five (5) consecutive days without affecting the teacher's regular pay. Should the teacher be required to serve on a jury for more than five (5) days during a contract year, the Superintendent shall meet with the teacher to determine whether or not the teacher's pay will be affected. However, in no instance will the teacher's pay be less than the regular pay.

ARTICLE V: PAYMENTS FOR EXTRA-CURRICULAR PROGRAMS

A payment schedule appears on Schedule B attached to this Agreement. Payments will be made according to the following options depending on individual desires:

- (1) The same schedule elected for regular paychecks in Article IV D (4).
- (2) 2 payments - under separate checks - one halfway and one at completion of duties, on or before June 30 conclusion
- (3) 1 payment - under separate check - at conclusion of duties, on or before June 30
- (4) Final payment under any of the three options will not be made until all duties required under the Schedule B job description have been completed.

It is the intent to provide for payments based upon job descriptions of all Schedule B activities. When a substantial change in responsibilities is planned, or when a new position is created, the Association and the Board shall review duties and the compensation thereof.

ARTICLE VI: FRINGE BENEFITS - SICK LEAVE

A. Teachers shall be granted 15 days sick leave each year to a maximum of 180 days accumulation. Teachers who currently have more than the maximum will no longer accumulate days, but will not lose any of those days either. When sick leave is used, it must be recorded in half day or full day increments.

For illness in the teacher's household or family, or for illness in the teacher's family not living in the same household, a total of 5 days of the accumulated days may be charged to sick leave at the teacher's request. In special circumstances additional days may be so charged with the permission of the superintendent.

B. In the event a teacher is granted long-term disability benefits under the Maine State Retirement System, the teacher shall resign from his/her position as of the date he/she first receives benefits from the Maine State Retirement System. If the Superintendent has reason to believe a teacher may be suffering from a long-term disability, the teacher may be required, at the District's expense, to undergo a medical examination from a doctor designated by the Superintendent. Nothing herein shall limit individuals' rights under applicable law.

C. Teachers shall be granted bereavement leave, not to exceed five (5) days in each instance, to attend to activities necessitated by the death of a family member, or a member of the teacher's household. Such leave shall be granted at full salary for a period not to exceed five (5) days in each instance of death. These days are not to be charged to sick leave. Additional bereavement leave shall be taken from accumulated sick leave with superintendent approval.

D. Except for absences of an emergency nature approved by the Superintendent, a salary deduction shall be charged each day of absence computed at 1/180th of the annual contract for those days taken beyond the allowed accumulation.

FRINGE BENEFITS - ACCOUNTABILITY

E. Teachers shall receive an accounting of leave with every paycheck.

FRINGE BENEFITS - MEDICAL INSURANCE

F. 1. A teacher may select and join the group hospitalization plan under the Maine Educators Association Benefits Trust, currently Anthem Blue Cross/Blue Shield. Domestic partners and their families, as defined by Anthem Blue Cross, will be eligible for all medical insurance benefits otherwise available to married couples and their families.

2. 100% Choice+ single; 91% prior year cost dependent plans

3. Teachers who opt for the Standard Plan will assume 100% of the difference between the Board's contributions for Choice Plus coverage and the cost of the Standard Plan.

4. Health insurance benefits will be prorated based on the unit member's employment contract for part-time employees.

FRINGE BENEFITS -- Longevity of Service

G. Teachers with twenty-five (25) or more continuous years of experience in the RSU 1 system are eligible for a longevity service payment for up to thirty-five (35) days of accumulated sick leave at a rate of \$200 a day upon their retirement from the RSU 1 school system. Teachers must provide written notice to the Superintendent of Schools for RSU 1 by December 1 of planned retirement the following June. Approved leaves of absences will not be considered a break in continuous service.

Teachers with twenty (20) or more continuous years of experience in the RSU 1 system are eligible for payment of up to thirty (30) days of accumulated sick leave at a rate of \$175 a day.

Teachers with ten (10) or more continuous years of experience in the RSU 1 system are eligible for payment for up to twenty (20) days of accumulated sick leave at a rate of \$150 a day.

Addendum for former Bath teachers only:

Teachers previously covered by the Agreement between the Bath School Board and the Bath Teachers Association who have been employed on or before September 1, 2000, with fifteen (15) or more years of continuous experience in the RSU 1 system are eligible for payment for up to thirty (30) days of accumulated sick leave at the teacher's per diem rate upon retirement from the RSU 1 school system. Written notice must be received by the Superintendent of Schools no later than December 1 of their planned retirement the following June.

A teacher hired by September 1, 2000 who has completed twenty-five (25) or more years of continuous experience in RSU 1 and given written notice by December 1 of their planned retirement the following June, are eligible for payment of up to thirty-five (35) days accumulated sick leave at the teacher's per diem rate.

Teachers previously covered by the Agreement between the Bath School Board and the Bath Teachers Association who have been employed on or before September 1, 2005, with a minimum of five (5) years of continuous experience in the RSU 1 school system are eligible for payment of 10% of accumulated sick leave days x \$60 per day on their retirement from RSU 1.

In order to receive any of these longevity service payments, the teacher must show evidence that State of Maine retirement benefits are to be immediately received upon their departure from RSU 1.

Attached (to be added) is a list of eligible previously covered Bath teachers according to the addendum above.

FRINGE BENEFITS - PART TIME WORKERS

H. Fringe benefits for part time teachers shall be pro-rated as a percentage of a full teacher's day.

FRINGE BENEFITS - SICK LEAVE BANK

I. The Board and the Association agree to establish a sick leave bank, the purpose of which is to provide additional sick leave days for extended or catastrophic illness. The following terms and conditions shall apply:

(1) Only employees covered by this agreement are eligible to become members of the bank.

(2) All teachers working under this contract are members of the sick leave bank unless they notify the Superintendent and the SEA in writing of their desire not to belong on or before October 1. Teachers who have not previously donated two days to the sick leave bank shall have their sick leave accumulation reduced by two days on October 1 unless they have notified the Superintendent as set forth above. Teachers new to the District shall donate one day to the Sick Leave Bank in the first year of employment and an additional one-day during the second year of employment. Any teacher who notifies the Superintendent of his or her desire not to belong to the Sick Leave Bank may join in the future by submitting a written notice to the Superintendent and to the SEA on or before October 1 of the contract year. A teacher who has opted out of the Sick Leave Bank in one year and who chooses to rejoin in a successor year shall donate two sick leave days, if such days have not previously been donated, plus one sick day for each year the teacher has been out of the Sick Leave Bank.

(3) When the total number of days in the bank is 500 or more on July 1 of any year, current members of the bank shall not donate any days in the subsequent school year, but new members or returning members must make contributions as provided above in order to join.

(4) Upon withdrawal from the Sick Leave Bank as provided above, the teacher may not withdraw the days he or she has donated to the bank.

(5) Sick leave bank days may be withdrawn by current members of the bank who have exhausted their individual sick leave and who are suffering from an extended or catastrophic illness or disability. Any member desiring to draw on the bank shall submit a physician's statement, satisfactory to the Superintendent and the Association, verifying the medical condition.

(6) If a current member of the sick leave bank is absent from work as a result of a student assault, he/she shall withdraw days from the bank. If the injury results in an extended absence necessitating Worker's Compensation, there will be no charge to individual sick leave, or to the sick leave bank.

(7) A maximum of 90 days may be drawn from the bank by an individual during his/her service in RSU 1. In extraordinary cases, the Association and the Superintendent may mutually agree to permit withdrawals in excess of these maximums.

FRINGE BENEFITS - DENTAL INSURANCE

J. A teacher may select and join the group dental insurance plan -- at the teacher's expense through payroll deduction -- selected by the Sagadahoc Education Association. This benefit is available upon hire. For each successive year of the contract, teachers who chose to participate in the prior year will be included in the dental plan unless they notify the Superintendent and the SEA in writing of their desire not to belong on or before January 1. The open enrollment period and coverage year are governed and controlled by the insurance company.

FRINGE BENEFITS - IRS SECTION 125

K. In order to enable teachers to use pre-tax dollars to pay dental insurance premiums for which the teacher is liable, dependent child care costs, and medical costs -- including dental and eye care -- the Board agrees to make available a Premium Conversion Plan, a Dependent Care Reimbursement Account, and a Medical Expense Reimbursement Account, administered by Blue Cross/Blue Shield or other administrator. The Premium Conversion Plan, Dependent Care Reimbursement Account, and the Medical Reimbursement Account will be set up in conformity with, and will adhere to, the Provisions of Section 125 of the Internal Revenue Code.

ARTICLE VII: REIMBURSEMENT FOR PROFESSIONAL CREDITS

A. A certified full-time teacher shall be entitled to reimbursement at the University of Maine graduate credit rate for 2015-18: up to nine (9) graduate credit hours per contract year subject to the conditions stated in this article. Reimbursement for tuition and fees only will be made on a per credit hour basis once the teacher provides evidence of a successful completion of the course (a B- or better for courses in which grades are given), and a receipt of payment.

If requested, tuition costs will be paid by RSU1 at the time of enrollment. The teacher must present a detailed invoice showing tuition amounts and related fees from the college or university. Failure to provide evidence of successful completion of the course, as defined above, will result in the teacher reimbursing RSU 1, either in a single lump sum payment, or upon a schedule agreed to by the Superintendent, or by automatic withdrawal from the teacher's paycheck over ten (10) pay periods.

B. Credits that apply to this section must be approved by the Superintendent of Schools prior to registration, and will be related to the teaching position, degree, program, field of concentration, or recertification.

C. A change in degree category, verified by evidence from an accredited degree granting institution, will place a teacher on the appropriate step of the advanced degree at the beginning of the succeeding semester, provided the Superintendent has been notified in writing by the teacher of such change, by December 1, of the previous fiscal year.

D. Part-time teachers shall receive a *pro rata* benefit subject to the above conditions and requirements.

ARTICLE VIII: TEACHER HOURS

A. The work day for teachers in RSU#1 shall be as follows:

Grades K-5 teachers 8:15 a.m. -- 3:15 p.m.

Grades 6-12 teachers 7:15 a.m. -- 2:15 p.m.

These times include 10 minutes prior to the start of the student day (or late start day) and 10 minutes after the end of the student day (or workshop meeting).

(1) Teachers may be required to attend up to an average of ninety (90) minutes per month of faculty meetings, professional meetings, conferences or educational activities after the end of the student day. Such meetings shall be scheduled to begin no later than fifteen (15) minutes after the dismissal time. Emergency meetings may be called at any time at the discretion of the Principal.

B. The parties recognize that the issue of preparation and planning periods is a matter of educational policy. To the degree possible, administration will schedule teachers for a minimum of forty (40) minute block of preparation/planning time daily. The parties recognize that there will be days when such preparation/planning time will not be possible to schedule.

C. Daily lunch supervision will be determined by the Principal of each individual building according to need as determined by the Principal. Teachers will have a daily thirty (30) minute duty-free lunch period except in case of emergency.

D. No teacher shall be assigned to non-instructional duties, except those involving direct supervision of students.

E. Teachers may be required to be present after the end of their regular workday. All conferences requiring the presence of a teacher – whether with parent(s), supervisor(s) or administrator(s) – whenever practicable will be scheduled at the conclusion of the normal school day.

F. Teachers are responsible for communicating student progress to parents/guardians. We recognize that there may be a variety of communication protocols which can meet the needs of the community and the teachers. The parent/teacher communication protocols will provide opportunities for contact at

least once per semester. These protocols might include open houses, or formal parent-teacher conferences, or phone/e-mail contact. Should formal parent/teacher conferences be held after school hours, hour for hour compensatory time shall be provided. Principals and teachers will mutually design and agree upon effective protocols for each educational level -- primary, elementary or secondary.

ARTICLE IX: MILEAGE AND EXPENSES

A. Teachers attending conferences, meetings and conventions, not including MEA State Convention, or local workshops, when their attendance is previously approved by the Superintendent, shall be reimbursed for meals, lodging, registration and travel under the following schedule:

1. Mileage at the rate established by the Internal Revenue Service for business travel deductions as of January 1 prior to the start of each school year.
2. Meals: up to \$40.00 per diem
3. Lodging: up to \$100.00 per diem

B. Itinerant teachers shall be reimbursed at the rate established by the Internal Revenue Service for business travel deductions as of January 1 prior to the start of each school year for travel between schools.

C. Teachers who must use their vehicles on school business shall be reimbursed, with prior administrative approval at the current rate.

ARTICLE X: LEAVE

A. SABBATICAL LEAVE

(1) Applications for sabbatical leave shall include a description of the proposed programs of study, relating to the needs of the School System. The Board shall have the sole discretion to approve or disapprove any application for sabbatical leave.

(2) Applications will be submitted prior to January 1.

(3) Applicants must have completed 7 years service in RSU1 prior to each sabbatical.

(4) The number of professional employees on sabbatical leave at the same time will not exceed two employees, providing qualified replacements are available.

(5) Payment for sabbatical leave will be at the rate of one half of the teacher's current base contract figure for the period of the sabbatical, which shall not exceed one year. Fringe benefits will be pro-rated as one half of a full-time teacher's benefits, with the option for the teacher to purchase additional coverage by notifying the Superintendent's office prior to the commencement of the sabbatical leave.

(6) Teachers are assured of their former positions if in existence. If not, they may return to a comparable position as determined by the Superintendent.

(7) Teachers will be advanced on the salary schedule as though they had been regularly employed during the sabbatical.

(8) Any teacher accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event that the teacher resigns from RSU1 before the completion of two years of full-time service after expiration of the sabbatical leave, he/she shall reimburse that proportional amount of money the unfulfilled two year period bears to the full amount granted during such leave including benefits, except in cases of medically documented physical incapacity.

B. PERSONAL LEAVE

(1) Teachers will be granted up to three (3) personal days per year. Personal leave days are intended to address compelling personal or family business that cannot be taken care of outside the work-day.

(2) Teachers shall request personal leave in writing from the Principal at least two (2) days prior to taking such leave, except in cases of emergency. For leave requests longer than one (1) day, at least one (1) month advance notice shall be provided.

(3) Personal days will not be granted on scheduled in-service days unless an emergency occurs or an event that cannot be re-scheduled.

C. ASSOCIATION LEAVE

The Board agrees that up to one (1) teacher shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association, the MEA or the NEA. Teachers who are elected to office in either the MEA or NEA would be granted up to two (2) years leave.

D. DISCRETIONARY LEAVE

(1) Paid leave for professional purposes may be granted at the discretion of the Superintendent.

(2) Paid leave for Association business may be granted at the discretion of the Superintendent. When such leave is granted, the Association will reimburse the school district for the cost of any necessary substitute teacher(s).

E. PARENTAL LEAVE

(1) Upon request a leave of absence without pay shall be granted to a teacher who is pregnant for up to one year to begin at any time during her pregnancy consistent with the Board's policy on Family Medical Leave, the Federal Medical Leave Act, or the Maine Family Medical Leave Act -- whichever is the most advantageous for the teacher. Except in cases of emergency, the teacher shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy. A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform the responsibilities of her teaching position, as determined by her physician.

(2) All or any portion of a leave taken by a teacher connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.

(3) Any teacher adopting a child may receive up to twenty (20) accumulated sick leave days which shall commence two weeks prior to receiving de facto custody of said child.

(4) Any teacher may take parental leave for the birth and care of a newborn child or placement of a child for adoption or foster care, and each parent teacher may use up to twenty (20) accumulated sick leave days for this purpose. Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

(5) The sick leave bank cannot be used for parental leave.

(6) A teacher returning from parental leave is assured of his/her former position if in existence. If not, he/she may return to a comparable position as determined by the Superintendent.

(7) This article shall not limit any rights teachers may have under the Federal and State Family Medical Leave Acts. Leave granted under this section shall run concurrent with all other leaves to which the teacher may be entitled under State and Federal law.

(8) FMLA provisions do not expand the rights of probationary teachers beyond those provided by state law.

(9) The calendar year shall be the 12-month period used for calculating Family or State Medical Leave eligibility.

F. ABSENCE WITHOUT PAY

The Superintendent, upon written request from a teacher, shall review and act upon any request for a teacher to be absent without pay. Such action by the Superintendent to approve or deny shall be timely. The approval or denial of each request shall be solely determined by the Superintendent.

ARTICLE XI: DUES DEDUCTION FROM SALARY

A. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the respective treasurers of the Sagadahoc Education Association and the Maine Education Association.

B. The Association shall certify to the Board in writing, the current rate of local, state and national member dues. In the event any association changes the rate of its membership dues, the local association shall give the Board and its membership written notice prior to the effective date of such change.

C. The Association and its members waive all rights and claims on RSU1 for the money deducted and transmitted to the Association in accordance with this provision, and relieves the Board of any liability therefore.

D. Dues deductions shall continue automatically from year to year unless canceled in writing by the teacher during the last week in August preceding the school year in which the cancellation becomes effective.

ARTICLE XII: TEACHER EMPLOYMENT

- A. The teachers work year shall be 175 students days and five (5) workshop days or 180 total days.
- B. The Sagadahoc Education Association will be notified of teaching or promotional vacancies and Schedule B vacancies via email at the time of the posting. All vacancies will be posted in each school building. The notice will include the grade level or subject, school(s), position requirements, closing date and to whom the application shall be made. In addition, teachers who wish to be notified of teaching or promotional vacancies during the summer months shall submit their request in writing to the Superintendent. The request shall include the e-mail to which the notice shall be mailed. The notice of teacher vacancy shall be e-mailed at least eight (8) days prior to the closing of applications for all vacancies occurring prior to August 25. In the case of vacancies occurring on or after August 25, there shall be no minimum time between the mailing of notices and the closing of applications. All vacancies will be posted on www.servingschools.com for teachers to access when they are not in school.
- C. A teacher who fails to give at least sixty (60) calendar days notice of employment termination shall have deducted from his/her accumulated salary on a rate of 1/180th of the stated contract, salary for days not worked, unless otherwise agreed by mutual consent. Should the teacher leave before the sixty (60) day period and there is not mutual consent, the teacher shall be penalized for all work days between the date the teacher left and the end of the sixty (60) day period at the per diem rate of pay, i.e., 1/180th of the contract salary.
- D. Prior to May 15th before the expiration of a first or second year probationary teacher's contract, the Superintendent shall notify the teacher in writing of the Superintendent's decision to nominate or not nominate that teacher for another teaching contract.

ARTICLE XIII: TRANSFERS AND REASSIGNMENTS

- A. In its sole discretion, the Board has the right to transfer teachers in the best interest of the educational and instructional process.
- B. When considering a transfer, the Board shall consider the following factors prior to implementing a transfer – teacher certifications, length of service (in RSU1 and in the particular school building), teacher competence, building/staff needs of the administration and other relevant factors. In each transfer, the decision of the Board shall be final and not subject to the grievance process.
- C. Should an involuntary transfer be implemented, the Superintendent shall, in writing, notify the affected teacher and the Association of the reason(s) for the transfer. The affected teacher may request a meeting with the Superintendent to discuss the transfer and an Association representative may be present at the meeting.
- D. A list of open positions in the district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions in order of preference. Such teachers shall be given adequate time off for the purpose of visiting schools in the system at which such open positions exist.

ARTICLE XIV : GRIEVANCE PROCEDURE

A. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

B. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally without any intervention of the Association, provided any adjustment is consistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Definitions:

(1) A "grievance" is an alleged violation of this agreement or any dispute with respect to its meaning or application.

(2) An "aggrieved person" is the teacher, teachers, or teachers association making the claim.

(3) A "party in interest" is the person or person 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 the days that teachers are expected to work according to the school calendar.

(5) By mutual agreement of the Superintendent, or his/her designee, and the Association, grievances may be addressed during periods when school is not in session, following the time schedules allotted.

D. Informal Procedure:

(1) If a teacher feels that s/he may have a grievance, s/he shall first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.

E. Formal Procedure:

(1) Level one - School principal

(a) If an aggrieved person is not satisfied with the outcome of informal procedures, s/he may present the claim as a formal grievance in writing over his/her signature to his/her principal or other appropriate administrator. The grievant shall identify parties affected by the alleged grievance, shall identify the specific provision(s) of this Agreement allegedly violated and shall specify the remedy sought by the grievant.

(b) A grievance will be deemed waived unless it is submitted in writing as a formal grievance within thirty (30) days after the actual date of the event(s) or thirty (30) days after the Association or the individual should have reasonably known of the event, whichever date is earlier.

(c) The Principal shall within five (5) days after receipt of the written grievance, meet with the aggrieved party. Within five (5) days after the meeting, the Principal shall, in writing, render a decision and the reasons therefore to the aggrieved person with a copy to the Association President or Grievance Chairperson.

(2) Level Two - Superintendent of Schools

(a) If the aggrieved is not satisfied with the resolution at Level One or if no answer is received, s/he may within five (5) days submit it to the Superintendent.

(b) The Superintendent shall, within ten (10) days of receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance. A representative of the Association may be present.

(c) The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

(3) Level Three - Board of Directors

(a) If the aggrieved is not satisfied with the resolution of the grievance at Level Two, s/he 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, within fifteen (15) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

(4) Level Four - Impartial Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may within five (5) days, submit the grievance to arbitration by notifying the Board in writing.

(b) The Chairman of the Board and the Association within five (5) days shall request the American Arbitration Association to select a neutral arbitrator according to its rules.

(c) The arbitrator selected shall confer promptly with representatives of the Board, representatives of the Association and the aggrieved, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved persons and other parties in interest as s/he shall deem requisite.

(d) The arbitrator shall, as soon as practicable after his or her election, render a decision in writing to all parties in interest setting forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall confine any decision to the meaning of the specific written contract provision, which gave rise to the dispute. The arbitrator shall be without power to make any decision, which is contrary to law, interferes with the statutory duties of the Board of Education, or violates the terms of this agreement. The arbitrator's decision will be binding, subject to judicial review.

(e) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

(f) If the Association elects not to submit the grievance to arbitration under subsection (a), it shall promptly notify the aggrieved of same. Nothing herein shall be construed as limiting the rights of the aggrieved to pursue any remedies available to him/her without the support of the Association.

F. Rights of Teachers 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.

(2) Any party in interest may be represented at Levels Two and Three of the formal grievance procedure by a person of his/her own choosing except that s/he may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the procedure.

(3) The Association may, if it so desires, call upon any individual or professional service for consultation and assistance at any stage of the procedure.

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 grievances, and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association School Representatives and the P.R. and R. Committees, so as to facilitate operation of the Grievance Procedure.

ARTICLE XV: TEACHER RIGHTS

A. No teacher under continuing contract shall be dismissed, suspended, disciplined, reduced in rank or compensation, including non-renewal of contract, without just cause.

B. All rights of the just cause provision except renewal of contract shall apply to teachers holding co-curricular/athletic positions. The decision of the Board shall be final and not subject to the grievance procedure on renewal of co-curricular/athletic contracts.

C. Whenever any teacher is required to appear before the Superintendent or an agent of the Superintendent, such as an attorney, or before the Board of Directors concerning any matter which could adversely affect the continuation of that teacher in his/her position of employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such a meeting or interview. The employee shall be entitled to have a representative of the Association present to advise and represent him/her during such a meeting. The teacher will be provided, prior to or at such meeting, with a copy of relevant Board policies concerning complaints and investigations against staff.

D. The Board shall institute and maintain reasonable, usual and customary precautions to provide every employee a safe and healthful workplace.

(1) There shall be established a safety committee composed of representatives of the Board and the SEA. The committee shall meet a minimum of two times per year and shall make recommendations to the parties regarding health and safety issues.

(2) No employee shall be required to work under conditions that have been determined to be unsafe and/or unhealthy.

(3) The District shall provide annual training and/or updates in the area of health and safety to all teachers.

ARTICLE XVI : TEACHER EVALUATION AND PERSONNEL RECORDS

- A. Teachers shall be evaluated consistent with the RSU1 Board policy on teacher evaluation.
- B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the teacher's personnel file without the teacher's knowledge. The teacher has the right to submit a written answer to such material, which shall be attached to the file copy.
- C. A teacher shall have the right to review the contents of the personnel file upon written request and obtain a copy without charge of any documents contained therein. No separate personnel file shall be established which is not available for the teacher's inspection. Each teacher will be provided with a copy of the Board Personnel Records Policy.
- D. An Evaluation Committee made up of five administrators appointed by the Superintendent and five members of the Association appointed by the SEA may meet a minimum of two times per year to monitor, discuss, and refine the evaluation process.
- E. A copy of the teacher evaluation policy shall be provided to each teacher at the beginning of each school year. Should any changes in evaluation occur, all teachers will be provided with a copy of the revised teacher evaluation policy.

ARTICLE XVII: REDUCTIONS IN FORCE

- A. In the event it becomes necessary for the Board to eliminate a teaching post for any reason, the following procedure shall be followed:

(1) The following impact areas shall be used:

- (a) K-5 classroom teachers
- (b) 6-8 classroom teachers
- (c) 9-12 areas by department:
 - English/Language Arts
 - Social Studies
 - Science
 - Reading
 - Math
- (d) 6-12 areas:
 - Home Economics
 - Industrial Arts/Technical Education
 - Academy

(e) K-12 specialty impact areas:

School Psychological Examiners	
Library	Art
Music	Physical Education
Special Education	Speech/Hearing Clinician
Nurses	Guidance
Gifted/Talented	Social Workers
World Language	Computer Technology
Math Coordinators	
Literacy Specialists	
Health	
Student Services Coordinators	

(f) Vocational by area of specialty:

(g) ESL

(h) Pre-K

(2) Teachers whose current assignment is in more than one impact area will be listed in each impact area. Teachers, who have changed the impact areas in which they teach, while employed in the former schools comprising RSU1, will be listed in each of those areas for seniority reasons.

(3) A seniority list shall be posted by the Superintendent's office no later than October 1 of each subsequent year. It shall be the responsibility of each teacher to check the seniority list when posted and shall, by November 1st of each subsequent year, notify the Superintendent's office in writing of any error in his/her seniority points. An updated seniority list shall be posted by the Superintendent's office no later than November 30. Any remaining error in a teacher's seniority points must be corrected by December 10 for the current year only with regard to each teacher's seniority points. A final posting of the seniority list will occur by December 15, which list may be used for purposes of reductions-in-force. Teachers shall be listed in the appropriate impact areas in descending order of teacher's total point value from the procedure set forth below in subsection six (6). Periods while a teacher is either on an approved leave of absence, or on layoff subject to recall shall not be considered a break in continuous employment in RSU1 and shall be counted in the computation of seniority. Should reductions in force be necessitated prior to December 15, the list posted as of November 1, with any corrections, will be the source document for reductions-in-force.

(4) A teacher who is transferred involuntarily from one impact area to another impact area within the bargaining unit, and a teacher who is voluntarily transferred at the request of the Superintendent in the best interests of the District from one impact area to another impact area within the bargaining unit, shall retain all seniority rights in the prior impact area.

(5) The Board in its sole discretion shall determine how many positions within each group must be eliminated.

(6) Except in the case of probationary teachers who are not reemployed for the following school year, the selection of the teacher(s) to be terminated as a result of the elimination of any bargaining unit positions(s) shall be made in accordance with the following terms:

REDUCTION-IN-FORCE PROCEDURE
(Possible total points = 100)

YEARS OF SERVICE-IN-RSU#1x 3+YEARS OUTSIDE RSU#1 X1=65 points max.
.....

TRANSITIONAL/CONDITIONAL CERTIFICATION = 5
PROFESSIONAL CERTIFICATION = 10
= 10 points max.
.....

BACHELORS DEGREE = 10
MASTERS DEGREE = 15
MASTERS + 30 = 20
2ND MASTERS OR CAS OR DOCTORATE = 25
NATIONAL BOARD CERTIFICATION = 5
= 30 points max.
.....

=100 points max.

In the event of a tie in total points between two persons within the affected impact area, the tiebreaker will be greater length of continuous service in RSU1. In the event a tie still remains, the tiebreaker will be total teaching experience.

B. The recall of any teacher on continuing contract under this article shall be handled in reverse order of layoff as determined under paragraph A.3. The affected teacher shall have the right for a period of twenty-four (24) months from the effective date of contract termination to be notified in writing by certified mail of any available position in this teacher's impact area as set forth in paragraph A.1 of this article, with such notice being mailed to the last address which the teacher has furnished to the Superintendent's office. If the teacher does not accept the position within fifteen (15) calendar days after the mailing of the notice, that teacher's right of recall shall terminate and the position shall be offered to the next eligible teacher, if any. Refusal of any offer of less than a full time position shall not affect the teacher's right to future notice.

C. All benefits to which a teacher was entitled at time of layoff, including unused accumulated sick leave and time earned toward sabbatical eligibility, shall be restored upon return to active employment.

D. The Superintendent shall notify the Association of all teachers who are to be laid off or recalled on or before the day they are notified of their lay off or recall.

E. Teachers who are laid off under this article shall be informed of their right under federal law to continue health insurance coverage at their expense.

F. A teacher who is notified that he or she is to be laid off shall be granted up to three (3) days leave with pay, upon request to and approval by the Superintendent, for the purpose of seeking new employment.

ARTICLE XVIII: SCHOOL CALENDAR

- A. The scheduled employment year of teachers covered by the salary scale may begin in August on the Tuesday proceeding Labor Day, but shall not be more than one hundred eighty (180) days of employment.
- B. The Board will take into consideration teacher summer study commitments in arranging the calendar.
- C. The Superintendent shall consult with the Association regarding the school calendar prior to its adoption by the Board.
- D. The Board can schedule a one-day new teacher orientation that is required as an employment condition.
- E. Any teacher who by contract works more than 180 days in a school year, except those compensated for such days under Schedule B and/or those whose contracts provide for duties commencing before or after the school year, shall be compensated for each additional day or partial day worked beyond the 180 days at the teacher's per diem rate of pay.
- F. New teachers will be granted two (2) additional days of work during the summer, at the option of the new teacher, to prepare for their classroom responsibilities. These two days will be paid at a per diem rate during their Probationary I and Probationary II school years.
- G. Unless specified otherwise in this agreement, teachers who contract to work on curriculum, staff development, certification, or other school projects approved by the Superintendent of Schools shall be paid \$25.00 per hour.

ARTICLE XIX: SCHEDULE B

- A. Decisions concerning what positions will be included under Schedule B are within the sole jurisdiction of the Board, subject to the requirement to meet and consult with the Association. Schedule B positions shall include instructional positions, such as department chairs; co-curricular positions, such as club, activity, and class advisors; and athletic coaching positions. Affirmative Action Coordinator also shall be included in Schedule B. Decisions concerning Schedule B stipends shall be made jointly by the Board and the Association, which decision shall be made on the basis of job descriptions adopted by the Board for each stipend position.
- B. Although the Board supports the employment of teachers to fill Schedule B positions, the Board's selection of a candidate to fill a position is a matter of educational policy and is not grievable. All Schedule B positions are open and posted on a yearly basis. Such posting will take place at least 7 days prior to the closing, and shall include an up-dated job description. Candidates who are interviewed will be given notice when a final selection is made.
- C. Compensation will be provided for all Schedule B positions; however, no release time will be provided as compensation. This does not preclude the Board and the Association agreeing to administrative leave time when the demands of the stipend position dictate such time.

D. Schedule B percentage contract stipends will be established for each year of the contract based upon the base teacher salary for that contract year.

E. Experience factor will be established as 1% for five (5) years experience and an additional 1% for ten (10) years. This experience factor will apply only to employees hired prior to the 1995-96 school year. Experience is to be based on coaching in RSU1 only.

ARTICLE XX: AGREEMENT CONDITIONS

A. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation.

B. If any clause, sentence, paragraph or part of this agreement for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. If such clause, sentence, paragraph or part of this agreement is adjudged to be invalid either party may request negotiations on the invalid provision. Such negotiations shall commence within ten (10) days of receipt of such notice to bargain.

C. Conditions and benefits of employment of teachers shall be maintained during the term of this Agreement at no less than the level in effect at the time of the effective date of this Agreement unless modified by mutual agreement between the Association and the Board.

ARTICLE XXI: DURATION OF AGREEMENT

This agreement shall be effective from September 1, 2015 until August 31, 2018, subject to the Association's right to negotiate over a successor Agreement as provided in Article III. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In the event that collective bargaining pursuant to M.R.S.A Title 26 shall not have been successfully completed prior to the expiration date above herein provided, the parties specifically agree that the comprehensive contract, including the grievance procedure under Article XIV, but excluding the salary scale under Schedule A and other-financial areas, shall remain in full force and effect until a successor agreement shall have been negotiated.

for Regional School Unit #1:

for Sagadahoc Education Association:

Timothy Harkins, Chair

David Cowie, Chief Negotiator

Date

Date

