

S.A.D. #4 BOARD OF DIRECTORS

AND

S.A.D. #4 EDUCATION ASSOCIATION

**COLLECTIVE
BARGAINING
AGREEMENT**



2017-2020

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PREAMBLE

This agreement is made and entered into on the 1st day of September, 2017, by and between the School Administrative District No. 4 Board of Directors (hereinafter referred to as the “Board”) and the School Administrative District No. 4 Education Association (hereinafter referred to as the “Association”).

WITNESSETH

WHEREAS, the Board and the Association have the statutory obligation pursuant to the Municipal Public Employees Labor Relations Law under Chapter 9-A, Title 26 M.R.S.A. to confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration, except that by such obligation neither party shall be required to agree to a proposal or be required to make a concession, and except that the Board shall meet and consult but not negotiate with respect to educational policies.

ARTICLE I
Recognition

- A. The Board recognizes the S.A.D. #4 Education Association as the exclusive bargaining agent as defined in Title 26 M.R.S.A., Section 962 of a unit consisting of all certified teachers of S.A.D. #4, excluding the following:
1. Substitutes, evening and summer school teachers; and those in extra-curricular positions while acting as such.
 2. The following supervisory positions whose duties require at least 50% of their time, to be devoted to non-teaching duties: Director of Special Services, Principals, Assistant Principals, Elementary Coordinators, and/or supervisory staff positions;
 3. School nurse(s), tutors, aides, and educational technicians;
 4. Athletic Director as it relates to those extra-curricular sports activities;
 5. Technology Coordinators;
 6. Speech/Language Pathologists;
 7. Guidance Personnel; and
 8. Occupational Therapist.

Certified professional teachers who work less than full time shall receive pro-rated salary and benefits based upon time worked compared to the time worked by full-time teachers.

ARTICLE II
Grievance Procedure

A. Definitions

1. A “grievance” is a dispute as to the interpretations or application of the specific terms of this Agreement. Past practices, or Board policy, shall not become the subject of a grievance.
2. An “aggrieved teacher” is the teacher or teachers making the complaint.
3. A “party in interest” is the person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. “Days” shall mean Monday through Friday except legal holidays and storm days.
5. “Teachers” shall refer to all certified professional employees employed by the Board as described in Article I.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level solutions to grievances, which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally and confidentially with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The Association shall be informed of the basis of such resolution in order to determine for itself whether such resolution was consistent with the terms of this contract.

C. Time Limits

Since it is important that grievances be processed expediently, the number of days indicated at each level shall be considered a maximum, and every reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the Association President and the Superintendent.

Any grievance, which is not pursued in accordance with the time limits specified herein, is deemed waived.

D. Informal Procedures

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. If the teacher is not satisfied with such disposition of the matter, s/he shall have the right to present the grievance at Level 1 of the Formal Grievance Procedure.

Level 1

- A. A teacher with a grievance shall submit the grievance in writing to his principal or his/her immediate supervisor within twenty (20) days after the occurrence of the event or condition, which gives rise to the grievance. The grievance shall specify particularly the event or condition upon which it is based and the provision or provisions of the Agreement, which it is claimed are violated thereby. Incorrect identifications of provisions claimed violated shall not invalidate the grievance.
- B. The teacher's principal or immediate supervisor to whom the grievance is submitted will meet with the aggrieved teacher within ten (10) days. The principal or supervisor shall render his/her decision and the reasons therefore in writing within ten (10) days from the date of that meeting.
- C. If a decision is not rendered, the grievance shall be deemed denied at the expiration of said period.

Level 2

- A. If the aggrieved teacher is not satisfied with disposition of the grievance at Level 1, he may, within ten (10) days after the disposition at Level 1, submit the written grievance to the Superintendent. If a grievance is filed at this Level, a written statement as to why the resolution proposed at Level 1 is not satisfactory must accompany it.
- B. The Superintendent shall meet within the ten (10) days after receipt of the written grievance with the aggrieved teacher and the authorized representative of the Association for the purpose of resolving the grievance.
- C. The Superintendent will render a written decision within ten (10) days of the meeting. If a decision is not rendered, the grievance shall be deemed denied at the expiration of said period.

Level 3

- A. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level 2, s/he may, within ten (10) days after the disposition at Level 2, submit the grievance to the Board. A written statement indicating why the resolution proposed in Level 2 is not satisfactory must accompany a grievance filed at this level.
- B. The Board shall, at the next regularly scheduled board meeting or a mutually agreeable date after receipt of the grievance, meet with the aggrieved teacher and the authorized representative of the Association for the purpose of resolving the grievance.
- C. The Board shall, within ten (10) days after such meeting, render its decision and the reason(s) thereof in writing to the aggrieved teacher with a copy to the Association.

Level 4 - Arbitration

- A. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level 3, he/she may, within eight (8) days after the decision, request in writing to the President of the Association that his/her grievance be submitted to arbitration.
- B. The Association shall within three (3) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Superintendent in writing.
- C. If the parties are unable to agree upon an arbitrator within ten (10) days, they shall request the American Arbitration Association to utilize its procedures for the selection of a neutral arbitrator. Within ten (10) days after receipt of the list of arbitrators, the parties shall make their selection in accordance with those procedures prescribed by the American Arbitration Association.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement, and 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, or violates the terms of this Agreement. The arbitrator's decision will be final and binding on the parties, subject to judicial review.

- D. **Costs:** The costs for the services of the neutral arbitrator, including any per diem expenses, actual and necessary travel and subsistence expenses, and the cost of hiring the premises where any arbitration proceedings are conducted will be shared equally by the parties to the arbitration. The party incurring them will assume all other costs.
- E. **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 reasons of such participation.
 - 2. A representative from the Association, selected by the teacher(s), may represent the aggrieved teacher(s) at any level of the formal grievance procedure.
 - 3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
 - 4. Forms for filing and processing grievances shall be prepared by the Board with consultation from the Association and made available through the Association so as to facilitate operation of the Grievance Procedure.

ARTICLE III
Teachers' Rights

- A. Pursuant to the Municipal Public Employees Labor Relations Law (26 M.R.S.A., Chapter 9-A), the Board hereby agrees that certified Professional Employees listed in Article I have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation.

- B. Whenever any teacher is required to appear before the Board or any committee thereof, they shall receive written notice of the reason at least five calendar days before the meeting and shall be entitled to have a representative of the Association. Whenever a teacher is required to meet with an administrator for investigatory purposes which may lead to disciplinary action, they shall be informed of the reason for the meeting and shall be entitled to request that a representative of the Association be present during the conference.

- C. The Board or its designee will meet and consult with the Association upon written request on any Board policy changes concerning evaluation procedures, but the Board's authority to determine the necessary number of evaluations and the most appropriate form for the evaluations, will not be diminished.
 - 1. No teacher on continuing contract shall be reduced in step, non-renewed, or dismissed without just cause.

 - 2. By way of clarification, this just cause provision does not apply to the non-renewal or dismissal of a probationary teacher, nor does it apply to the termination of a teacher's contract in connection with the elimination of a teaching position, nor does it apply to the non-reappointment or dismissal of a teacher under annual appointment to coaching or other extra-curricular or co-curricular activity.

 - 3. Any suspension of a teacher pending final action shall be with pay.

- D. At such time as the Board determines that a reduction in force is necessary, the following procedure shall be utilized. This reduction in force provision does not apply to probationary teachers who are not nominated for another contract.
 - 1. Impact Areas
 - a. Pre-K
 - b. K-8
 - c. 9 -12 (by departments)
 - d. K-12 (specialty subject) - Art, Physical Education, Career Prep, Health/Wellness, Music, Special Education, CAD/CADD Drafting & Technology, Foreign Language, Reading Specialist, Library Media Specialist, Literacy Specialist, and Applied Technology.

2. Order of Layoff

a. When the Board determines that a reduction in force is necessary, it shall consider the relative qualifications and abilities of all teachers within the specific impact area in which the position is to be eliminated when identifying any teacher whose contract is to be terminated.

b. The Board will consider the following criteria per impact area, and the teacher(s) with the least number of total points will have their contracts terminated first:

- i. Academic Preparation
 - 1. Bachelor's 5 points
 - 2. Master's 10 points
 - 3. Master's + 30 15 points

- ii. Maine Professional Certification/License 10 points
 - 1. Additional DOE Endorsements 3 points per endorsement

- iii. Length of Service (Seniority)
 - 0-3 years 0 points
 - 4-7 years 2 points
 - 8-11 years 4 points
 - 12-15 years 6 points
 - 16-19 years 8 points
 - 20-23 years 10 points
 - 23+ years 12 points

- iv. Teaching Experience
 - 0-3 years 0 points
 - 4-7 years 2 points
 - 8-11 years 4 points
 - 12-15 years 6 points
 - 16-19 years 8 points
 - 20-23 years 10 points
 - 23+ years 12 points

- v. Performance Evaluation Up to 12 points

Process for determination: using the most recent evaluation, until the 2018-19 school year when summative effectiveness ratings are available, points will be awarded for each year (up to two years) as follows:

- Highly effective 6 points
- Effective 4 points
- Partially effective 2 points
- Ineffective 0 points

- vi. Participation/leadership in professional activities and participation/leadership in school community projects and activities.

Process for determination: teachers in the impact area will list their activities during the two years prior to the reduction in force and the administration and Association will confirm each teacher's list. Teachers will receive 3 points for each activity per year.

- c. In the event a teacher is in more than one impact area, the teacher will accrue seniority in any impact area that he/she has worked and in the impact area that he/she is currently working, but the teacher will be subject to RIF only in the impact area in which he/she currently works for the majority of his/her teaching time.
- d. The Superintendent shall provide to the Association President and shall post electronically a seniority list each year no later than September 30th. The seniority list will list teachers by name, date of employment, and area in descending order of seniority. It is the teacher's responsibility to notify the Superintendent within ten (10) days of any possible errors in the list; otherwise the list stands as posted (or corrected) until the following year. Seniority is defined as the length of time since the teacher's most recent hire date in the bargaining unit. Teachers with the same hire date will have seniority determined by their total years of teaching experience (inside and outside of the district). Hire date is defined as the date the teacher signed his/her contract.

3. Recall

- a. When a vacancy occurs within a specific impact area, those continuing contract teachers who have lost their positions, shall be recalled to those positions for which they are certified in the specific impact area in the inverse order of layoff, unless they are presently employed as a teacher within or outside of the system.
- b. The Association shall be notified in writing of all job changes, reductions or openings of positions.
- c. When a vacancy occurs in another impact area, RIF teachers will be notified in writing of all openings, interested teachers certified in that impact area shall be granted an interview.
- d. When a teacher is recalled from a layoff, any unused accumulated sick leave and credit toward sabbatical eligibility shall be restored to the level at the time of layoff.
- e. Continuing contract teachers shall remain on the recall list for a period of twenty-four (24) months from the date of severance or until they have refused an offer of a position of an equivalent amount of time from the Board or have signed a contract elsewhere for a professional teaching position of an equivalent amount of time. It is the responsibility of the teachers to inform the Superintendent in writing of

changes in job status and to furnish the Superintendent with a current mailing address.

- f. When teachers are in layoff status, the Superintendent shall establish a recall list. A copy of the current list will be provided to the Association President.
- g. Recall notices will be sent by certified mail and teachers will have ten (10) calendar days to respond from the day of receipt.

4. Other Considerations

Continuing contract teachers whose positions have been terminated due to a reduction in force shall be entitled to not more than two (2) days of leave with pay for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in the Agreement.

ARTICLE IV
Association's Rights and Privileges

- A. Representatives of the Association will not be scheduled to participate during working hours in negotiations or grievance proceedings unless necessary. If such scheduling is deemed necessary, the representatives of the Association shall not experience a loss of pay.
- B. The Association shall report the presence of union representatives to the Superintendent of Schools or designee before transaction of business on school property. The transaction of business shall not interfere or interrupt normal school operation.
- C. The Association and its representatives may use school buildings at reasonable hours for meetings upon advance notice of the time and place of such meetings by getting approval through a Facilities Use Form. The principal shall permit the holding of such meetings except in cases when previously schedule for another event. The Association shall reimburse the Board for any extra janitorial labor costs required for the holding of such meetings.
- D. The Association may use school office equipment, on school property at reasonable times, when such equipment is not otherwise in use. The Association will be responsible for the damage of facilities and equipment used.
- E. The Association may purchase expendable office supplies and other materials from the Board suppliers at the time of Board purchase if supplies are to be used for legal or authorized reasons only.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes, school computers and e-mail for Association business. Any such use shall comply with the Board's computer use policy and rules.

ARTICLE V
Rights of the Board

The Association recognizes that except as specifically limited by a specific written provision of this agreement, the Board shall continue to have all rights, functions, powers, duties, and authority available to it under law, regulation, ordinance, custom, or otherwise to have the exclusive right to take any action it deems appropriate in the operation of the school system in the implementation of the educational policies, and in the direction of the work of employees covered herein in accordance with its judgment.

ARTICLE VI
Salaries/Benefits

A. General Provisions

1. Teachers are to be paid via direct deposits in twenty-six (26) installments bi-weekly. In any year in which this schedule will result in twenty-seven (27) pay dates in a contract year, the first deposit of the new contract year will be made three weeks after the last deposit was made in the previous contract year, and deposits will be made biweekly thereafter, provided that the remaining biweekly schedule of payments results in teachers receiving their full salary in twenty-six (26) installments for the contract year. The installments are due on appropriate dates approved by the Board. If a payday falls on a legal holiday, when the administrative office is closed, deposits will be available on the day prior to the holiday.
2. A teacher retiring in June, who meets the requirements of Article IX(A), will be paid one lump sum payment at the close of the teaching year in order that he/she might receive the advantages of the full pay for their retirement benefit.
3. A teacher may request the July and August payments in a lump sum to be paid no later than the first payroll in July. Notification must be made in writing to the Superintendent of Schools by May 1st, and will remain in effect unless changed in writing.

B. Health & Dental Insurance

Full-time teachers may select from Choice Plus, Standard 500, or Standard 1000 coverages through the MEA Benefits Trust (or any other carrier mutually agreed to by the Association and the Board) and the Board will contribute an amount based on the following percentages of the premiums for the coverage selected:

Single: 80% of the premium

Dependent (i.e., Adult with Child(ren), Two Adult, or Family):

2017-18: 80% of the premium

2018-19: 78% of the premium

2019-20: 76% of the premium

Employees who choose Standard coverage will pay any costs that exceed the amount that the Board would have contributed if the employee had selected Choice Plus coverage.

In no event will the Board pay more than the actual cost of premiums for the coverage selected.

(MePERS Retirees)

Rehired retirees are not eligible for any insurance benefits (health, dental or life) paid for by the Board, but may participate in such programs at their own expense (including any contribution made through MePers) as per PL2011, CH. 380, SECTION MMM-1; MRSA § 17589.

(Dental Insurance)

Dental Insurance will be provided at a group rate, employees are responsible for 100% of the premiums.

C. Salary Schedules:

Salary step schedules are referenced in Appendix A.

D. Definition of Training Categories on Salary Schedule:

1. Bachelors Degree - Earned bachelor degree awarded by university or college.
2. Masters Degree - Earned master degree awarded by a recognized graduate school of a university or college.
3. MS +30 or CAS

E. Recognition of Increased Professional Training:

1. Teachers are requested to notify the Superintendent in writing of any anticipated change in his/her level of education, resulting in a change on the salary schedule, no later than twelve months before the actual change in degree status.
2. For continuing contract teachers, increased salary compensation will commence the next business day following the receipt of written evidence in the central office of the earned degree. The adjustment will not appear until the next full pay period.

ARTICLE VII

Reimbursement for Professional Credit

A. The Board shall accept monetary responsibility for teacher's full tuition costs, and academically related fees, plus up to \$200 for textbooks and course specific software for professional credits per course. Tuition cost not to exceed 6 (six) credits per contract year at the current year's University of Maine graduate course rate (Only if B and D, below, are satisfied).

1. These costs shall not include any travel cost and/or board or room.

2. Courses taken are approved for recertification by the Support System Steering Committee.
 3. These tuition costs shall not exceed the normal cost of tuition of that college or university.
 4. The teacher shall furnish the Superintendent with the proper evidence that he/she is enrolled as a student at an accredited college or university in a Master's, CAS or Doctoral Program.
 5. Payment for professional credits taken for any other reason shall be at the discretion of the Superintendent.
 6. The courses shall be in the area generally taught by the teacher. If there is a question as to the relevance of the course to the needs of the district, the Superintendent will make the final determination. Such determination shall not be subject to the grievance procedure.
 7. Up to nine (9) credits in a contract year will be allowed for any course required by the Department of Education for a teacher to obtain professional certification in their current teaching assignment.
- B. Teachers must present evidence of satisfactory completion of approved courses from an accredited institution within one month of completion of course work.
 - C. The Superintendent will make arrangements with any accredited college or university for a procedure for third party billings of courses taken and successfully completed.
 - D. The teacher must receive a minimum grade of "B" or its equivalent for the district to be responsible for payment.
 - E. If the employee voluntarily leaves the district within 90 calendar days after the documented completion of a post secondary course approved for reimbursement, they will be required to reimburse the district for fifty percent (50%) of the expenses of said course. This will be waived if the employee resigns due to health reasons or due to an announced RIF in the employee's impact area. It may be waived in other exceptional circumstances at the discretion of the Superintendent.
 - F. Failure to comply with any of the preceding items will result in the teacher having the cost expended by the district for the course withheld from that teacher's pay. The individual teacher responsible for reimbursement of cost to the district shall enter into a written agreement specifying that the repayment amount will be deducted from bi-weekly payrolls not to exceed five (5) in number or to be concluded no later than issuance of the final payroll for the school year.

ARTICLE VIII **Teacher Resignations**

A teacher must submit at least a sixty (60) day notice of resignation.

ARTICLE IX
Teacher Retirement

- A. Any teacher who has taught in the district for fifteen (15) or more years will be paid up to thirty (30) days of unused sick leave at time of retiring into the Maine Public Employee Retirement System if under MEPERS rules they are eligible for such payment to be considered earnable compensation and the payment is not considered an early retirement incentive. The rate of pay will be based on their regular teaching daily rate of pay computed on one hundred eighty-two (182) days. Teachers who intend to retire at the end of the school year will need to notify the Superintendent in writing prior to December 15 of the school year in which they intend to retire. Said letter shall bear the current date and shall also state that the retirement will become effective at the end of the then current school year. Retirement payments under this Article will be paid no later than the first pay in July.
- B. Should a teacher retire, for any reason, after being reassigned during the period between December 15 and the start of the following school year, they will be entitled to the thirty (30) days of unused sick leave.
- C. Should a teacher retire during the period between December 15 and the start of the following school year due to extenuating circumstances, the thirty (30) days of unused sick leave may be granted at the discretion of the superintendent.

ARTICLE X
Teacher Employment

A. School Year

The length of the work year shall not exceed five (5) days beyond the length of the student year. Should a teacher be assigned by the Board to work in excess of 182 days, he/she shall be compensated at his/her per diem rate of pay for the additional days.

- 1. Teachers who are requested to work beyond (182) days, shall be paid at a per diem rate of \$160.00.
- 2. Parent-Teacher conferences are a professional responsibility of teachers beyond the regular school day or the established school year. The SAD #4 Board of Directors or its designees, may establish scheduled parent teacher conferences immediately after the regular school day or in the evening. The Board/designee will provide the schedule to the association president for review and comment.

B. Teacher Day

- 1. For purposes of determining per diem pay, a regular teacher work day is defined as seven (7) hours (not including lunch).
- 2. Each teacher shall have a period of time during the day in which to eat lunch. This period shall be duty free for twenty minutes, unless, after exhausting all possibilities, doing so requires the district to incur additional expenses for staffing.

C. Intact Support Team

1. Intact Committee System Support Team Chairman will receive \$4,500.00 per year.
2. Each member of the Intact Group (System Support Team) will receive \$200.00 per year.
3. Each teacher mentor will receive \$450.00 per year (maximum of 15 members per school year). Any required training for mentors will be provided by the district.

D. Individual Education Plan Team

Any teacher appointed as a regular member to the Individual Education Plan Team will be paid for every meeting beyond a normal teacher work day at a rate of \$16.00 per meeting after a teacher has attended ten (10) individual I.E.P. Team meetings held after regular school hours.

1. A regular member of the Individual Education Plan Team is defined as:
 - a. Special Education teachers who are required to be at I.E.P. Team meetings.
 - b. Teachers who are required by the Special Education Director to attend an individual's I.E.P. meeting.

ARTICLE XI
Sick Leave

- A. Fifteen (15) days of sick leave shall be established for each full time teacher as of the first official day of each school year. These fifteen (15) days shall be used prior to charging days against accumulated days. Unused sick leave days, including accumulated personal days available for sick leave, shall be accumulated from year to year to a maximum limit of 167 days. The Board shall have the prerogative of requesting a doctor's certificate corroborating the use of the sick days. Effective September 1, 1999, teachers who have accumulated sick leave including accumulated personal days for sick leave purposes in excess of 167 days shall maintain those accumulated days available for sick leave.
- B. The Board shall provide a written statement for each teacher at the beginning of each school year indicating the total of sick leave credit.
- C. Sick leave shall not be permitted for elective surgery and associated recuperation time (i.e., surgery performed on a date selected by the teacher), if, in the attending physician's opinion, the surgery and recuperation time could be scheduled during a time when schools are not in session without being detrimental to the health of the teacher.
- D. Sick days shall not be permitted for dental work cases other than emergency.
- E. Up to five (5) sick leave days per year may be used in the event of serious illness or accident in the immediate family requiring the presence of the teacher. Definition: Immediate family of teacher or spouse includes; parent, spouse, sibling, children, grandparents and grandchildren or a more

distant relative who has served in the place of a natural parent. The Superintendent may, at his/her discretion, grant sick leave for other close relationships.

ARTICLE XII
Temporary Leave of Absence

A. Teachers shall be entitled, subject to approval by the Superintendent, to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Personal Leave

Up to three (3) days personal leave will be granted for non-recreational purposes that cannot be conducted outside of school time, only with prior approval of the Superintendent or his designee. These days cannot occur on the last working day prior to a holiday or vacation or on the first working day following a holiday or vacation except in cases of an unexpected serious situation that requires the teacher's immediate attention (for example, frozen plumbing or a broken water heater) or a rarely occurring family event that the teacher did not schedule (for example, graduation or wedding but not the teacher's vacation/recreation travel), nor shall these days be used for job interviews. Personal day(s) of leave may follow bereavement leave but only after bereavement days of leave have been depleted. Any unused personal days will be accumulated as sick leave. No more than thirty (30) days can be accumulated, from a combination of sick days and personal days, toward retirement as referenced under Article X. If an employee does not use any personal days and is at the maximum of 167 sick leave days, at the end of the school year, the employee will be paid \$55.00 per day for the three personal days (total of \$165.00).

2. Bereavement Leave

Up to five (5) days shall be granted in each instance by the Superintendent or his designee for death in immediate family. Definition: Immediate family of teacher or spouse includes; parent, spouse, sibling, children, grandparents and grandchildren or a more distant relative who has served in the place of a natural parent. The Superintendent may, at his/her discretion, grant bereavement leave for other close relationships.

3. Other Leave

Other days may be granted for non-recreational use. If an employee should have an emergency or other unique situation even on a day prior to or immediately following a vacation day(s) or a holiday, this day will be deducted from an employee's personal leave. The necessity for the day will be clearly demonstrated by the employee. The employee must notify the administration at the earliest time possible. This leave would be approved on a case by case basis by the superintendent and will not be subject to the grievance process.

B. Jury Duty

Teachers selected for jury duty will be paid their regular contracted per day salary for those days while sitting on jury duty. The jury duty stipend paid by the courts shall be returned to the District.

It is the teachers' duty to have an official of the court certify the number of days of jury duty served and the compensation earned per day less travel and any other compensation.

C. Sabbatical Leave

1. Teachers who will have completed seven (7) years of consecutive teaching service in M.S.A.D. #4 shall be eligible to apply for a sabbatical leave. Sabbatical leaves will only be granted to teachers to pursue a further course of study or to travel so as to be better qualified by education and culture for the position they hold. The sabbatical shall not exceed one (1) full year at one-half (1/2) salary and one-half (1/2) of allowed benefits.
2. Applications for sabbatical leave shall be submitted no later than January 1 or at least six (6) months prior to the proposed effective date of the sabbatical. In extenuating circumstances, this provision may be waived. Teachers shall be notified of approval or disapproval of sabbatical leave applications by the Superintendent no later than four (4) months prior to the proposed effective date of the sabbatical.
3. Teachers who receive a sabbatical leave shall enter into a written agreement with the Board specifying:
 - a. The purpose of the sabbatical;
 - b. The teacher's obligation to return for a minimum of two (2) years, and
 - c. Failure to comply with the terms of the sabbatical will result in forfeiture of any pay for the leave and termination of the leave.
4. The decision of the Board to grant or not grant a sabbatical leave shall be final and shall not be subject to the grievance procedure.
5. The teacher may be required to make either a verbal or written report to the Board outlining the educational benefit of the leave to the school system.

ARTICLE XIII
Extended Leave of Absence

A. Workers Compensation:

The Board will provide workers compensation coverage for all employees as required by the Workers Compensation Act. It is the Board's policy that an employee must notify their immediate supervisor within forty-eight (48) hours of knowledge of a work-related injury or condition by completing an Employee's Report of Injury form. An employee becomes eligible for workers compensation wage benefits following a compensable injury on the eighth day of loss time from work. Prior to reaching the eighth day, the employee may elect to receive available sick leave benefits. If the incapacity extends beyond fourteen (14) days, workers compensation benefits become retroactive to the first day of incapacity. If such a condition occurs, an employee will reimburse the district for monies received from sick leave up to the amount received from workers

compensation loss time benefits. The employee's sick leave will be restored on a pro-rated basis. Thereafter, the employee will be eligible for the workers compensation loss time benefits only.

- B. The Board shall grant all certified teachers covered hereunder, unpaid leave of absence without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a State Legislator, provided that written notice of intent to become a candidate for Legislature is given at the time teacher contracts are issued.
- C. Upon return from military leave granted, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at a level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count towards the fulfillment of the time requirements for acquiring continuing contract status.
- D. All benefits to which a teacher was entitled, at the time of military leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her on his/her return.
- E. Other leaves of absence with or without pay may be granted by the Board. The decision of the Board to grant or not grant other leaves of absence shall be final and shall not be subject to the grievance procedure.

ARTICLE XIV **Dues - Deductions from Salary**

The Board shall deduct from teachers' salaries membership dues as indicated below as teachers individually and voluntarily authorize the Board to deduct and to transmit the monies to such Associations.

The Association shall certify to the Board, in writing each year, the current rate of such membership dues. In the event any Association changes the rate of its membership dues, the local Association shall give the Board and its membership thirty (30) days written notice prior to the effective date of such change.

The Association shall indemnify and hold the Board completely harmless against any and all claims, demands, suits or liability of any nature whatsoever that may arise out of or by reason of actions taken or not taken by the District as a result of the dues deductions provisions of Article XV.

Salary Deductions Authorization

The teacher may authorize the Board of S.A.D. #4 to deduct annual dues in twenty-six (26) payments.

The teacher waives all claims and rights for said monies so deducted and transmitted in accordance with this authorization, and relieves the Board and the District and all their officers from liability thereof. The Board will discontinue such deductions only if the teacher gives the Board and the Association fourteen (14) days advance notice in writing.

Computer Purchases - Salary Deductions

Computer Purchases

It is the intent of the Board of Directors to allow teachers to purchase computers through payroll deductions based on procedures developed through policy.

ARTICLE XV **School Calendar**

- A. The Board or its designee, will consult with the Association President in preparation of the annual school calendar, but it is acknowledged that the final decision in this regard must rest with the Board, subject to the provisions set forth by the laws of the State of Maine.
- B. The Board, or its designee, will consult with the Association President concerning the planning of in-service workshops.

ARTICLE XVI **Teacher Assignment**

- A. Teachers will be notified electronically, by May 15th, of their tentative teaching assignments for the forthcoming year.
- B. The Superintendent shall assign all newly-appointed teachers to their specific positions within that subject area as soon as practicable.
- C. In order to assure that the pupils are taught by teachers working within their area of competence, teachers shall not normally be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. Teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current IRS rate.
- E. Teachers who receive prior approval from the Superintendent or his designee, shall be reimbursed for approved travel at the current IRS rate.
- F. Teachers will be provided a new job description if their teaching assignment changes.

ARTICLE XVII **Transfers and Reassignments**

The Board retains the ultimate right to select, assign and transfer teachers as the need of the district dictates.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building, shall file a written notice of such request with the Superintendent. Such notice shall include the grade and/or subject to which the teacher desires to be transferred, together with the reasons such a change is requested.

ARTICLE XVIII
Students and Property

- A. Teachers shall report any unsafe or hazardous conditions that make it difficult to perform tasks related to their job or could potentially/directly endanger their health, safety, or physical well-being.
1. The Board or designee shall give support to the teacher in cases of assault or threatening behavior in connection with his/her employment.
 2. The teacher shall immediately submit in writing to his/her principal, cases of assault or threatening behavior in connection with his/her employment.
 3. The principal shall immediately notify the Superintendent of Schools.
 4. The Principal shall comply with a request from the teacher for information relating to the incident in so far as is practicable with regard to students' rights to privacy.
 5. The Principal will notify the teacher in writing of the decision made or action taken within five (5) days of being notified. Any notification will be consistent with applicable Confidentiality Laws.

ARTICLE XIX
Miscellaneous Provisions

- A. If any provision of the Agreement or any application of this Agreement, to any teacher or group of teachers, is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Within ten (10) days after signing, this collective bargaining agreement will be posted on the district website.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement:
1. If by Association to the Board, in care of the Superintendent.
 2. If by Board to Association, in care of the President.

ARTICLE XX
Strikes

- A. The Association agrees that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any strike, sit down, stay in, slow down, work stoppage, withholding of service, concerted unauthorized absences, sanctions, or any other interference, with assigned or expected work.
- B. The Association further agrees that should any strike, sit down, stay in, slow down, work stoppage, withholding of services or any other interference occur, (regardless of the lack of the Association connection with the activity) it shall be put forward every effort to immediately have the activity terminated.

ARTICLE XXI
Personnel File

- A. The Board shall maintain, for official purposes, one (1) personnel file for each employee.
- B. Employees and/or their designated representative shall have the right to examine their file in the presence of the file's custodian, or that individual's designee, during the normal business hours of the office in which the file is kept. The employee may obtain one copy annually of any material in the personnel file at the Board's expense.
- C. Prior to any new material, excluding normal and routine payroll and business office documents, being added to a personnel file, the employee will receive a copy of the material. Any material removed from the personnel file will be returned to the employee. Anonymous or un-attributed material shall not be placed in the file. An employee shall have the right to submit a written response to any material placed in the personnel file as long as such response is provided within thirty (30) days of receipt of the material by the employee. This written response shall then be filed with the appropriate material.

ARTICLE XXII
Personal and Academic Freedom

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation and the presenting and interpreting of facts and ideas (including personal opinions when identified as such) concerning man, society, the physical and biological world, and other branches of learning.

This should not be interpreted to limit the Board and Administration rights regarding curriculum development and the evaluation and improvement thereof. The K-12 Curriculum, latest revision, as adopted by the Board of Directors is the guide.

ARTICLE XXIII
Duration of Agreement

- A. This Agreement shall be effective as of September 1, 2017 and shall continue in effect until August 31, 2020 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. Salary items covered under Appendix A shall be effective as of the first payroll after September 1, 2017 and continue in effect until August 31, 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESSETH WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.
- C. This Agreement incorporates the entire agreement of the parties hereto on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter which was or could have been so negotiated; however, this Agreement may be modified, in whole or in part, upon the mutual consent of the parties hereto.

School Administrative District No. 4 Education Association:

By 
Association President

By 
Association Secretary

School Administrative District No. 4 Board of Directors:

By 
Board of Director's Chairperson

Dated this 15 day of September, 2017

**APPENDIX A
TEACHER SALARY SCHEDULES**

FY 2017-18				FY 2018-19				FY 2019-20			
EXP.	BA	MA	30	EXP.	BA	MA	30	EXP.	BA	MA	30
0/1/2	\$ 34,818	\$ 36,818	\$ 37,818	0/1/2	\$ 35,166	\$ 37,166	\$ 38,166	0/1/2	\$ 35,869	\$ 37,869	\$ 38,869
3	\$ 35,648	\$ 37,648	\$ 38,648	3	\$ 35,996	\$ 37,996	\$ 38,996	3	\$ 36,699	\$ 38,699	\$ 39,699
4	\$ 36,478	\$ 38,478	\$ 39,478	4	\$ 36,826	\$ 38,826	\$ 39,826	4	\$ 37,529	\$ 39,529	\$ 40,529
5	\$ 37,308	\$ 39,308	\$ 40,308	5	\$ 37,656	\$ 39,656	\$ 40,656	5	\$ 38,359	\$ 40,359	\$ 41,359
6	\$ 38,138	\$ 40,138	\$ 41,138	6	\$ 38,486	\$ 40,486	\$ 41,486	6	\$ 39,189	\$ 41,189	\$ 42,189
7	\$ 38,968	\$ 40,968	\$ 41,968	7	\$ 39,316	\$ 41,316	\$ 42,316	7	\$ 40,019	\$ 42,019	\$ 43,019
8	\$ 39,798	\$ 41,798	\$ 42,798	8	\$ 40,146	\$ 42,146	\$ 43,146	8	\$ 40,849	\$ 42,849	\$ 43,849
9	\$ 40,628	\$ 42,628	\$ 43,628	9	\$ 40,976	\$ 42,976	\$ 43,976	9	\$ 41,679	\$ 43,679	\$ 44,679
10	\$ 41,458	\$ 43,458	\$ 44,458	10	\$ 41,806	\$ 43,806	\$ 44,806	10	\$ 42,509	\$ 44,509	\$ 45,509
11	\$ 42,288	\$ 44,288	\$ 45,288	11	\$ 42,636	\$ 44,636	\$ 45,636	11	\$ 43,339	\$ 45,339	\$ 46,339
12	\$ 43,118	\$ 45,118	\$ 46,118	12	\$ 43,466	\$ 45,466	\$ 46,466	12	\$ 44,169	\$ 46,169	\$ 47,169
13	\$ 43,948	\$ 45,948	\$ 46,948	13	\$ 44,296	\$ 46,296	\$ 47,296	13	\$ 44,999	\$ 46,999	\$ 47,999
14	\$ 44,778	\$ 46,778	\$ 47,778	14	\$ 45,126	\$ 47,126	\$ 48,126	14	\$ 45,829	\$ 47,829	\$ 48,829
15	\$ 45,608	\$ 47,608	\$ 48,608	15	\$ 45,956	\$ 47,956	\$ 48,956	15	\$ 46,659	\$ 48,659	\$ 49,659
16	\$ 46,438	\$ 48,438	\$ 49,438	16	\$ 46,786	\$ 48,786	\$ 49,786	16	\$ 47,489	\$ 49,489	\$ 50,489
17	\$ 47,268	\$ 49,268	\$ 50,268	17	\$ 47,616	\$ 49,616	\$ 50,616	17	\$ 48,319	\$ 50,319	\$ 51,319
18	\$ 48,098	\$ 50,098	\$ 51,098	18	\$ 48,446	\$ 50,446	\$ 51,446	18	\$ 49,149	\$ 51,149	\$ 52,149
19	\$ 48,928	\$ 50,928	\$ 51,928	19	\$ 49,276	\$ 51,276	\$ 52,276	19	\$ 49,979	\$ 51,979	\$ 52,979
20	\$ 49,758	\$ 51,758	\$ 52,758	20	\$ 50,106	\$ 52,106	\$ 53,106	20	\$ 50,809	\$ 52,809	\$ 53,809
21	\$ 50,588	\$ 52,588	\$ 53,588	21	\$ 50,936	\$ 52,936	\$ 53,936	21	\$ 51,639	\$ 53,639	\$ 54,639
22	\$ 51,418	\$ 53,418	\$ 54,418	22	\$ 51,766	\$ 53,766	\$ 54,766	22	\$ 52,469	\$ 54,469	\$ 55,469
23	\$ 52,248	\$ 54,248	\$ 55,248	23	\$ 52,596	\$ 54,596	\$ 55,596	23	\$ 53,299	\$ 55,299	\$ 56,299
24	\$ 53,078	\$ 55,078	\$ 56,078	24	\$ 53,426	\$ 55,426	\$ 56,426	24	\$ 54,129	\$ 56,129	\$ 57,129
25	\$ 53,908	\$ 55,908	\$ 56,908	25	\$ 54,256	\$ 56,256	\$ 57,256	25	\$ 54,959	\$ 56,959	\$ 57,959
26	\$ 54,738	\$ 56,738	\$ 57,738	26	\$ 55,086	\$ 57,086	\$ 58,086	26	\$ 55,789	\$ 57,789	\$ 58,789
27	\$ 55,568	\$ 57,568	\$ 58,568	27	\$ 55,916	\$ 57,916	\$ 58,916	27	\$ 56,619	\$ 58,619	\$ 59,619
28	\$ 56,398	\$ 58,398	\$ 59,398	28	\$ 56,746	\$ 58,746	\$ 59,746	28	\$ 57,449	\$ 59,449	\$ 60,449

LONGEVITY STIPEND

Teachers with 28 years of experience or more will receive a longevity stipend of \$650.00.