

Town of
BRUNSWICK

SCHOOL DEPARTMENT

AGREEMENT
between the
BRUNSWICK SCHOOL BOARD
and the
BRUNSWICK EDUCATION ASSOCIATION

September 1, 2012 - August 31, 2015

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PREAMBLE

This Agreement entered into this 24th day of May 2012, by and between the Brunswick School Board of the Town of Brunswick, County of Cumberland and State of Maine, hereinafter called the "Board", and the Brunswick Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association both recognize that providing a quality education for the children of the Brunswick public schools is a mutual aim and that the character of such education depends in large measure upon the quality and morale of the members of the Association as well as upon policies and programs established by the Board; and

WHEREAS, the Board recognizes that teachers in many instances are in a position to give advice regarding educational policies and programs; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1: Recognition

- A. The Board recognizes the Association as the exclusive bargaining agent as defined in 26 M.R.S.A. 962 of a unit consisting of all certified professional employees of the Brunswick School System and all school nurses, excluding the Superintendent, Assistant Superintendent, District Curriculum Coordinator, High School Athletic Director, Director of Student Services, Principals, Assistant Principals and any employees who are eligible for membership in other bargaining units.
- B. Despite references in this Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee, individual members, or designated representatives, whether or not a member. Each party will provide to the other, upon request, a written statement indicating the person or persons authorized to act in its behalf at any particular point in time.

ARTICLE 2: Definitions

Except when the context in which the following words are used clearly requires another meaning, and except when otherwise specifically indicated, the following words shall have the meanings indicated below wherever used in the Agreement:

1. BOARD -- The Brunswick School Board of the Town of Brunswick. Said Board may act through its chairman, any committee thereof, its Superintendent or any other representative authorized to act for it in any particular situation or class of situations.
2. ASSOCIATION -- The Brunswick Education Association. Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations.
3. SUPERINTENDENT -- The Superintendent of the Brunswick School Department, Assistant Superintendent, District Curriculum Coordinator, High School Athletic Director, the Director of Student Services, or any other person whom the Superintendent specifically designates to act for him or her in a particular situation or class of situations.
4. PRINCIPAL -- Principal of an Elementary, Junior or Senior High School.
5. ASSISTANT PRINCIPAL -- An Assistant Principal of an Elementary, Junior or Senior High School.
6. TEACHER -- A professional employee nominated by the Superintendent and elected by the Board to serve in a position requiring certification, excluding the Superintendent, Assistant Superintendent, District Curriculum Coordinator, High School Athletic Director, Director of Student Services, Principals, Assistant Principals, and any employees who are eligible for membership in other bargaining units. Included in this category are school nurses, who are professional employees, certified and licensed by Maine law and rule. School nurses shall be appointed by the Superintendent of Schools.
7. EMPLOYEE -- Means teachers as defined in paragraph (6) of this Article 2.
8. PARTIES -- The bargaining unit, the Board and the Association as defined above.

ARTICLE 3: Rights of the Board

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision, and direction of the employees are vested exclusively in the Board.

ARTICLE 4: Procedure for Negotiation of Successor Agreement

- A. Not later than October 1, 2014 either party may notify the other of its intention to begin negotiating a successor agreement.

Not later than November 1, 2014 the party initiating the negotiations shall present its proposals to the other. Not later than thirty (30) days following such presentation, the other party shall respond to said proposals, introduce its proposals, and negotiations shall begin. After this period, no new item may be introduced by either party.

Any Agreement negotiated by the parties shall be reduced to writing and submitted to the Board and the Association for ratification. Any agreement so negotiated and ratified shall be signed by the Board and the Association and shall apply to all teachers.

- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make counterproposals in the course of negotiations subject to ratification by the Board and the Association.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating representative of the other party.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be adopted and signed by the Board and the Association.

ARTICLE 5: Grievance Procedure

- A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the meaning or application of the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of Agreement.

B. Definitions

1. A grievance is:
 - a. Any alleged violation of this Agreement or any dispute with respect to its meaning or application; or
 - b. Any alleged inequitable treatment by reason of any act or condition which is contrary to rules and regulations promulgated by the Board.
2. Any grievance raised under 1.b. above shall be resolved at Level Three.
3. An “aggrieved party” is the teacher or teachers making the claim, or the Association.
4. A “party in interest” is the teacher or teachers 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.
5. "Days" shall mean working school days, except as provided in C.2. below.

C. Time Limits

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing by the parties in interest.
2. Between the end of the school year and the beginning of the next school year, the time limits set forth herein shall refer to the regular week days, Monday through Friday, excepting legal holidays.

D. Informal Procedure

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

E. Formal Procedure

1. Level One -- School Principal
 - a. If an aggrieved party is not satisfied with the outcome of any informal procedures s/he may have followed, s/he may present his/her claim as a formal grievance in writing on a mutually agreed upon form to his/her principal or other appropriate administrator with jurisdiction thereover. A grievance will be deemed waived unless submitted in writing twenty-five (25) days after the aggrieved party knew or should have known of the events or conditions constituting the alleged grievance.
 - b. The principal or other appropriate administrator shall, within five (5) days after receipt of the written grievance, have rendered his/her decision and the reasons therefore in writing to the aggrieved party.
 - c. Level One of the formal grievance procedure may be bypassed when the Superintendent is the "appropriate administrator" as described in subsection "a" above. In such instances the formal grievance procedure shall commence at Level Two.
2. Level Two -- Superintendent of Schools
 - a. If the aggrieved party is not satisfied with the resolution of the grievance at Level One, s/he may within five (5) days submit it to the Superintendent at Level Two.
 - b. The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the aggrieved party for the purpose of resolving the grievance.
 - c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved party.
3. Level Three -- School Board
 - a. If the aggrieved party is not satisfied with the resolution of the grievance at Level Two, s/he may, within five (5) days after receiving the Superintendent's response, request in writing a hearing on the matter before the Board.
 - b. The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved party for the purpose of reviewing the grievance.
 - c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved party.

4. Level Four -- Impartial Arbitration

- a. If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, s/he may within five (5) days, submit a written request to the Association that his/her grievance be submitted to arbitration. The Association shall within five (5) days after receipt of such a request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the School Board in writing.
- b. The Chair of the Board and the Association shall, within ten (10) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Public Employees Labor Relations Board shall immediately be called upon to propose a list of arbitrators. If the parties are unable to agree upon an arbitrator from the list submitted by the Maine Public Employees Labor Relations Board, then the parties are free to file a request with the American Arbitration Association for their list of arbitrators.
- c. The arbitrator selected shall confer promptly with the representative of the Board and the Association and shall review the record of the prior hearing, and shall hold such further hearings with the Association and Board as s/he shall deem requisite.
- d. The arbitrator shall, as soon as practicable after his/her selection, render his/her decision in writing to the parties in interest, the Association and the School Board, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of Agreement. The decision of the arbitrator shall be final and binding on all parties.
- e. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available until all remedies under this Article are exhausted.
- f. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers to Representation

Any party in interest may be represented at Levels One, Two, and Three of the formal grievance procedure by a person of his/her own choosing, and at Level Four by the Association, except that a teacher may not be represented by any other teachers' association than the Brunswick Education Association or its designee. When a teacher is not represented by the Association, the Association shall have the right to be represented

by its designee who shall have the opportunity, at the conclusion of any meetings held under this procedure, to make an oral or written statement of the Association position. The Association shall have a period of twenty-four (24) hours from the end of any such meeting to submit its statement.

G. Group Grievance

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

H. Filing

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

I. Forms

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 to the Association so as to facilitate operation of the grievance procedure.

J. Meetings

Any meetings or hearings under this procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.

ARTICLE 6: Association Rights and Privileges

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, s/he shall suffer no loss in pay.
- B. Representatives of the Association shall be permitted to transact official business of the Association on school property at non-teaching times provided such use does not interfere with the normal school operation. Association communications, including but not limited to bimonthly newsletter, may be distributed through use of the courier system, district e-mail system, and employee mailboxes, provided that no additional responsibilities are placed on non-Association employees, and further provided that the communications shall be consistent with any valid school board rules or policies.

- C. The Association and its representatives shall have the right to use the school buildings for meetings subject to approval by the Principal of the building in question.
- D. The Board agrees to furnish the President of the Association at his or her request with a copy of any public reports. The Superintendent may furnish to the Association such other available data as s/he deems advisable.
- E. The Board agrees to furnish to the Association a list of the names of the teachers and their employment location.
- F. Except as this Agreement shall otherwise provide, established working conditions applicable the effective date of this Agreement shall remain in effect during the term of this Agreement. Nothing in this section shall be construed as limiting the Board's right to institute changes in educational policy nor to limit the Association's right to negotiate over the impact of any such changes in working conditions.
- G. Any forms required under this Agreement shall be mutually agreed upon by the parties.
- H. A total of two days leave per year will be available to be used by the Association's President or Association officers, to attend to Association business that involves attendance away from the school unit, with the Association to reimburse the school department for the cost of the substitute teacher. At least two days notice shall be given to the school principal. Leave days are subject to availability of a substitute as determined by the building administrator.

Article 7: Teacher Rights

- A. Pursuant to Title 26, Maine Revised Statutes Annotated, Sec. 963, et. seq., the Board hereby agrees that it will not directly or indirectly interfere with, intimidate, restrain, coerce or discriminate against a public employee or a group of public employees in the free exercise of their rights, given by this section, to voluntarily: 1. Join, form and participate in the activities of organizations of their own choosing for the purposes of representation and collective bargaining or in the free exercise of any other right under this chapter, or 2. Refrain from joining or participating in the activities of organizations for the purposes of representation and collective bargaining, except that an employee may be required to pay to the organization that is the bargaining agent for the employee a service fee that represents the employee's pro rata share of those expenditures that are germane to the organization's representational activities. The Association recognizes that teachers have the right to join or not to join the Association. The Board and the Association both recognize that membership shall not be a prerequisite for employment or continuation of employment of any teacher.

As a duly selected body exercising governmental power under color of law of the State of Maine, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred under Title 26, Maine Revised Statutes Annotated, or other laws of Maine or the Constitution of Maine and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. When an administrator determines that a teacher must be reprimanded in writing and a record of the reprimand placed in the teacher's personnel file, the teacher shall be entitled to a meeting with the administrator to discuss the reprimand before it is placed in the file. The teacher shall have at least three (3) days notice of the meeting and shall have the right to have a representative of the Association or a person of his/her choosing present.
- C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material.
- D. Whenever a teacher is requested to appear before the Superintendent in a formal disciplinary hearing, the teacher shall have in writing, three (3) days in advance, the reasons for the meeting; and the teacher shall have the right to have a representative of the Association or a person of his/her choosing present.
- E. Whenever any teacher is required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then s/he shall be given (5) days written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of his own choosing present to advise him/her and represent him/her during such meeting or interview.
- F. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. No teacher on continuing contract shall be non-renewed or dismissed without just cause. Any action under this paragraph shall be subject to the Grievance Procedure set forth in this Agreement to the extent that such procedure is applicable and not modified herein. In the event of a non-renewal of a teacher on continuing contract, the statutory non-renewal hearing and the Level Three grievance proceeding shall be combined into one hearing, which must be requested within fifteen (15) days of written notification of non-renewal to the teacher. At the option of the teacher, the arbitrator may be selected prior to the hearing before the Board, in which

event, the arbitrator shall attend but not participate at the hearing before the Board. If the teacher is not satisfied with the decision of the Board, then the teacher shall, within ten (10) days, request in writing a review of that decision by an arbitrator as hereinafter provided.

The Level Four grievance proceeding shall consist of the arbitrator's review of the transcript of testimony, exhibits, briefs if any, and decision of the Board. The arbitrator may hold a hearing if the arbitrator determines that the record of the hearing before the School Board is incomplete in order to supplement that record. No new evidence shall be received by the arbitrator if that evidence was available to the parties at the hearing before the Board. Both parties shall have the right to file briefs with the arbitrator on a schedule to be determined by the arbitrator and the parties. If the arbitrator finds that the decision of the Board is supported by substantial evidence, then the decision of the Board shall be sustained. If the arbitrator finds that the decision of the Board is not supported by substantial evidence, then the decision of the Board may be overruled. Any review of the arbitrator's decision shall be in accordance with the provisions of the Uniform Arbitration Act, 14 M.R.S.A. 5927 et seq.

The provisions of this paragraph do not apply to the dismissal of teachers or to the termination of a teacher's contract, the parties' rights and responsibilities in such matters being governed by statute.

The provisions of this paragraph do not apply to the non-renewal of stipend positions, all of which are annual appointments.

ARTICLE 8: Elimination of Teaching Positions

- A. In the event it becomes necessary for the Board to eliminate a teaching position for any reason, the following procedure shall be followed:
1. The employees covered under this agreement shall be divided into two groups. The groups shall be identified as K-8 and 7-12. Each employee shall be placed in a group or groups depending on her/his area(s) of endorsement, certification(s) and primary professional job assignment.
 2. The Board in its sole discretion shall determine how many positions within each group must be eliminated.
 3. When it is necessary for a position(s) to be eliminated within any group of teachers as identified in this Article, the following steps shall be followed by the Board:
 - a. As soon as the Board determines that a reduction in force is necessary, the teachers included in the affected group will be notified in writing. Attrition shall be used to the maximum extent possible to accomplish the reduction in force.

b. The Board shall then consider in the order listed the following criteria in determining which teacher's contract to terminate within each group:

- (1) Length of service as a teacher in the Brunswick school system;
- (2) Performance as determined by the Brunswick teacher evaluation system;
- (3) Total teaching experience;
- (4) Educational attainment and professional background; and
- (5) Certification.

Nothing herein shall be construed to mandate that length of service shall be the sole and exclusive criteria considered.

4. Bearing in mind the best interests of the school system, the decision of the Board as to which teacher's contract to terminate shall be final unless clearly arbitrary and capricious.

- B. On or before October 1 of each year, the Superintendent shall prepare a list of teachers in order of seniority by groups as set forth in Paragraph A.1 of this Article and shall furnish a copy of that list in the school department office for inspection. Seniority will be determined by the teacher's total teaching service in the Brunswick School system. When seniority is equal in the Brunswick School system, the order of seniority shall be determined by teaching experience in other school systems. If seniority still is equal, the order of seniority shall be determined by lot.
- C. 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 twelve (12) months from the effective date of contract termination to be notified in writing by certified mail of any available position in that teacher's group 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 or waives it in writing within ten (10) calendar days after the mailing of the notice, that teacher's interest in the position shall terminate and the position shall be offered to the next eligible teacher, if any. A teacher who does not accept a position or who waives a position in writing shall continue to be eligible only if the teacher notifies the Superintendent's office in writing that the teacher desires to remain on the list. Refusal of any offer of less than full time position shall not affect the teacher's right to future notice.

- D.
 - 1. Any teacher on continuing contract who is notified of contract termination under this Article shall be entitled to use up to five (5) days with pay, to be deducted from sick leave, to seek other employment during the school year in which the teacher is notified of contract termination.
 - 2. Any teacher on continuing contract whose contract is terminated under this Article may elect to continue any insurance authorized under this Agreement for a period of eighteen (18) months provided the teacher pays the full premium and the carrier consents to the continuation of coverage.
- E. Any teacher on continuing contract whose contract is terminated under this article may participate in in-service programs offered by the Board until the teacher's next recertification is completed or the teacher becomes employed by another school system, whichever occurs first, provided such participation shall be at no cost to the Board.

ARTICLE 9: School Calendar

- A. Prior to its adoption by the Board, the Superintendent shall consult with the Association regarding the School Calendar.
- B. Except under unusual circumstances, the Superintendent shall consult with the Association prior to any changes in the Calendar.
- C. The Board recognizes the third Thursday of each month as the meeting date of the Association and agrees not to schedule meetings of teachers on said date.

ARTICLE 10: Teaching Schedules and Hours

- A. Teacher assignments and building schedules shall be designated by the respective principals or supervisors following consultation with the teachers involved.
- B. Except as otherwise provided under A above, no teacher shall be scheduled for less than a twenty (20) minute duty free lunch period each work day.
 - 1. Teachers may leave the building during their duty free lunch period after notifying the Principal's office of their departure; they shall notify the office of their return.
- C. Except in unusual circumstances as decided by the building administrator, after consultation with the affected teacher where feasible:
 - 1. All teachers shall be scheduled for a minimum, uninterrupted 40 minute block of planning time daily. During this time, teachers will not be assigned any other duties.

1. (a) The 2012-2015 agreement recognizes the challenge presented when initially developing elementary building schedules that provide this preparation time. Cooperation and collaboration between the parties will be necessary during the time when such schedules are developed, tested and revised.
2. (a) Department heads supervising more than four (4) full-time teachers shall, in addition to C.1. above, be scheduled for a minimum of two hundred (200) minutes per week (as an average of any two (2) consecutive five-day pupil weeks) of time during which they will not be assigned any other duties.

(b) Department heads supervising four or less full-time teachers shall, in addition to C.1. above, be scheduled for a minimum of one hundred (100) minutes per week as in C.1.(a.) above.
3. Failure to receive more than the specified number of minutes in C.1 or C.2 above shall not constitute a grievance; this does not apply to teachers receiving less than the specified number of minutes.

ARTICLE 11: Teacher Facilities

To the extent that facilities permit and whenever practicable in existing buildings and subject to the Board's consideration of its other financial needs and responsibilities, the Board agrees:

- A. That no existing faculty lounge shall be discontinued during the term of this Agreement, except in cases when such lounge is utilized for other purposes and in such event the Board agrees to endeavor to provide a similar substitute lounge in the same building. Teachers shall exercise reasonable care in maintaining the appearance and cleanliness of said lounges. However, they shall be regularly cleaned by the school's custodial staff.
- B. To provide rest rooms available for teacher use.
- C. To provide a common work area for teachers containing equipment and supplies to aid in the preparation of instructional materials.
- D. To recommend to the building committees for any new school facilities the inclusion of the facilities described in A, B, and C in this Article.
- E. To provide appropriate telephones for faculty use on school business.
- F. To maintain existing professional libraries at the Junior High and elementary schools, as well as existing/departamental offices and storage areas (or to provide similar areas in the event of remodeling).

- G. To maintain existing areas or provide equivalent alternative facilities to park automobiles, hang coats, receive mail, and store instructional supplies.
- H. To provide at the 2006-07 level, or better, classroom teaching aids (and supplies for same) including copy machines, computers, audiovisual aids, teacher edition of texts and periodicals when available, and adequate laboratory equipment.

ARTICLE 12: Teaching Assignments and Transfers

- A. Teachers, other than newly appointed teachers, will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have not later than August 1. Any changes made after this date shall be made in accordance with section "C" of this Article.
- B. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to a vacancy in another building shall file a written statement on forms furnished and developed by the Board. Such statements shall include the grade and/or subject to which the teacher desires to be transferred, and reasons therefore.
- C. In the determination of assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils. An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent or his designee, at which time the teacher shall be notified of the reasons for the assignment or transfer.
- D. Whenever possible, in the event of the abolition of a teaching position, the teacher(s) involved shall be notified at the earliest possible date.
- E. If, as part of an involuntary transfer or assignment, a teacher on continuing contract is required to take additional undergraduate classes, the Board will pay for those classes in total.

ARTICLE 13: Vacancies

- A. Whenever a vacancy occurs during the school year (September to June), it will be published by the Superintendent by means of a notice posted in every school for a period of five (5) work days prior to filling the vacancy, except in instances where vacancies are filled under the provisions of Article 12; in which case no posting will be required.

- B. During the summer, the notice of a vacancy will be posted in the central office for a period of five (5) work days prior to filling the vacancy. Any teacher who has applied for a transfer under Article 12, Section B, will be notified in writing that a vacancy exists.
- C. A copy of the notice of all such summer vacancies will be forwarded to the President of the Brunswick Education Association or his/her designee.

ARTICLE 14: Employment of New Personnel

- A. Department Heads, and where applicable, Team Leaders, if available, shall interview all candidates for teaching positions in their academic fields and forward recommendations, in writing, to the Building Principal and a copy to the Superintendent before a final decision is made on the candidate's nomination by the Superintendent.

ARTICLE 15: Teacher Evaluation

- A. During the term of this Agreement the teacher evaluation policy adopted by the Board in 1993 shall be followed with such changes and modifications as may be deemed necessary. If either the Board or the Association shall deem any changes necessary, then those changes shall, at the request of either party, be submitted to a Special Committee on Evaluation which shall review the desired changes and make recommendations to the Board in regard thereto. The board may then make such changes in the teacher evaluation policy as shall be necessary. The Special Committee on Evaluation shall be composed of three classroom teachers, a department chairperson, a special teacher, a principal (K-5), a principal (6-12), the Assistant Superintendent, the Superintendent, a Board member, and two citizens (one designated by the Board and one designated by the Association).
- B. A copy of the teacher evaluation procedure shall be provided to each new teacher at the beginning of each school year.

ARTICLE 16: Flu Shots

- A. Flu shots will be made available by the Board for all teachers free of charge unless unavailable due to statewide or national shortages.

ARTICLE 17: Leaves of Absence

- A. Sick Leave
 - 1. Leave for personal illness shall accumulate at the rate of seventeen (17) days per year, accumulative to a maximum of one hundred thirty 130 days. Teachers with 20 years of consecutive service in the Brunswick School Department may accumulate a maximum of 135 sick days. The total accumulated leave may include days credited from another system in conformity with state statute. This

provision shall not reduce any sick leave accumulated prior to the effective date of this contract. Sick leave shall not be paid when benefits are paid under any other provision of this Agreement. Teachers who find that they must stay at home to attend to a sick child or other family member may report their absence as sick child or other sick family member. Child and other family member sick days will be charged against the teachers' accumulated sick leave, with a limitation of no more than seventeen (17) family member sick days to be taken in one year.

The Superintendent may approve the use of up to an additional 10 days of a teacher's available sick leave in a case involving the catastrophic illness of a family member.

2. A Sick Leave Fund shall be established by the Board for the benefit of continuing contract teachers who suffer illness or disability and who have exhausted their accumulated regular sick leave but are not yet eligible for disability insurance. The annual allocation for the fund shall be established by the Board in an amount to pay 90 days of sick leave.

Any ill or disabled continuing contract teacher who has no available sick leave days and who is not yet eligible for disability insurance may apply to the Superintendent for sick leave from the Fund. Any decision by the Superintendent in administering the Fund may be appealed to the School Board whose decision shall be final and nongrievable.

In the event the Fund is entirely depleted prior to the end of the school year, any continuing contract teacher receiving or seeking benefits may ask the School Board to replenish the Fund. The School Board's decision on such requests shall be final and nongrievable.

A second Sick Leave Fund shall be established by the Board for the benefit of probationary teachers who suffer illness or disability and who have exhausted their accumulated regular sick leave but are not yet eligible for disability insurance. The annual allocation for the fund shall be established by the Board in the amount to pay 10 days total of sick leave. In the event this fund is entirely depleted prior to the end of the school year, there will be no replacement of said fund.

3. The Superintendent shall provide each teacher, no later than the first payroll in September, with a written statement indicating the number of sick leave days available and used from the previous school year and accumulated as of the beginning of the present school year.

B. General Leave

1. Up to four (4) days leave of absence per school year with pay for urgent personal matters which cannot be conducted outside of school hours (such as sickness or death in the family, legal matters and wedding or birth in the immediate family), therefore requiring absence during school hours, may be taken. In addition, one (1) of the above four (4) days may be taken per year to attend the scheduled parents' weekend of a college attended by a child of the teacher. Application to the Superintendent through the Principal for such leave shall be made in writing at least one (1) week in advance: the applicant shall state the reasons for requesting such leave. In case of emergency, when the one (1) week notification may be waived, the Principal may tentatively approve a request for general leave. The teacher shall subsequently file a formal written application as required above for the Superintendent's review and decision.
2. Notwithstanding any other provision in this section, two (2) of the above four (4) days will be granted for urgent personal business not otherwise specified by the applicant.

It is agreed that any unspecified leave day request shall not be used for any day on the school calendar falling immediately adjacent to a holiday or vacation period without specification of the reason for the leave. These days shall not be used for the purpose of extending the holiday or vacation period. General Leave for days immediately adjacent to a school calendar holiday or vacation will be approved by the Superintendent only if the leave is requested for a purpose that would be consistent with the definition of General Leave above.

C. Bereavement Leave

1. Up to five (5) days with pay may be taken for each death in the immediate family. It is understood that the purpose of bereavement leave is to allow personal participation in services held for the decedent or to manage details relating to the service or burial. Immediate family shall be defined as: spouse, child, stepchild, parents, brothers, sisters, parents-in-law, sons and daughters-in-law, life partner, and grandparents, or other persons at the discretion of the Superintendent in individual cases.
2. In situations where a unique relationship existed between an employee and a deceased person over a period of time and which evinced a state of responsibility, caring and closeness similar to kinship, such leave may be approved at the discretion of the Superintendent.

D. Professional Leave

The Brunswick School Board encourages teachers to use up to three professional leave days per school year for the purpose of professional development. Teachers may be granted professional leave days to attend professional meetings, to visit other schools, or for any other superintendent approved project of an educational nature. Application must be made to the Superintendent at least one week before the leave would be taken. Teachers using professional leave days may be asked to report, either in writing or orally, to the School Board, Superintendent, building principal or other teacher/staff members about what was accomplished during the leave.

E. Study Leave

In the event a teacher is enrolled in a course of study directly related to the teacher's current teaching assignment offered by an accredited college or university and this course begins within one (1) week prior to the close of school in June, and this course or a comparable course is not available at any other time, leave may be granted in order to pursue such study at the discretion of the Superintendent. The Superintendent's decision shall be final and non-grievable.

F. Jury Duty

Time necessary for jury duty shall be allowed. Teachers shall suffer no reduction in their pay because of jury duty. With the exception of mileage payment, money earned while on jury duty shall be turned over to the Town of Brunswick.

G. Legislative Leave

Teachers on continuing contract who are members of the state legislature shall be on temporary leave of absence without pay for the duration of all legislative sessions, provided that notice of intent to become a candidate for the legislature as required by law has been given. In the absence of such notice, the teacher will be considered to have resigned from his position.

H. Child Rearing Leave

A leave of absence without pay shall be granted by the Board for a period not to exceed one (1) year to a teacher for the purpose of child rearing in connection with the birth of a child or adoption of a child if the teacher has primary responsibility for the direct care of such child. Such leave shall be reasonably arranged so as to cause minimum disruption to the school system and shall not extend into two school years. Any continuing contract teacher granted leave under this provision shall be reemployed in the same or a substantially equivalent position. A leave granted to a probationary teacher under this provision does not in any way waive the statutory rights of non-renewal. Teachers on child rearing leave may continue the group MEA Health Insurance Trust Standard and Choice Plus plans at their own cost.

I. Other Leave of Absence

Any teacher on a continuing contract may apply for leave of absence for any reason for any period up to one (1) year. Requests for such leave shall be submitted to the Board as mutually developed by the Superintendent and the teacher. Any such leave approved by the Board shall be without pay, but may, at the Board's discretion, provide for retention of certain fringe benefits. Any teacher granted leave under this provision shall be reemployed in a similar position except the reemployment will be subject in all respects to the reduction in force and transfer provisions of this contract. No experience credit will be granted for any activities of a teacher while on a leave of absence unless previously agreed to by the Board.

The Association will be notified of the terms and conditions of any leave granted under H.

ARTICLE 18: Sabbatical Leave

- A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Board will grant sabbatical leave in accordance with the following procedure:
1. No more than two teachers may be absent on sabbatical leave at any one time.
 2. Only those teachers who have completed seven (7) continuous and full years of professional service in the school system shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until s/he has completed seven additional continuous years of professional service in the district after return from such leaves.
 3. Any teacher who desires to apply for sabbatical leave shall submit such application by November 1st to the Superintendent in writing on such forms as the Superintendent may require.
 4. Sabbatical leave must be directly related to a teacher's current teaching assignment. In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational value of proposed research or study to the school system and relationship to professional growth of applicant and urgency of proposed research or study and availability of a competent and qualified substitute.
 5. The Superintendent shall make his/her recommendation to the Board which shall act thereon not later than April 1st following the submission of the application.

- B. Any teacher accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event the teacher resigns from the Brunswick school system before the completion of two (2) years of service after expiration of the sabbatical leave, s/he shall reimburse the Town of Brunswick for that amount of money the unfulfilled two (2) year period bears to the full amount granted during such leave, except in cases of physical incapacity.
- C. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level s/he would have attained had s/he remained actively employed in the system during the period of his/her absence.
- D. When the sabbatical leave has been completed, the teacher shall submit a report of his/her research or study for the Board in such form as has been determined by the Superintendent.
- E. A teacher shall receive half salary for a full year, and one quarter salary of a half year, including the current increment while on sabbatical leave. A teacher on sabbatical leave shall be entitled to fringe benefits as provided for under Article 20, Fringe Benefits, to the extent that the insurance plans cover employees while on such leave.
- F. A teacher on sabbatical leave shall be reimbursed for courses taken as provided for under Article 21 section B with the following exception: courses taken under the requirement of Article 21 Section A3 shall not be reimbursed.

ARTICLE 19: Meet and Consult

The Board agrees that it or its designated representative shall meet and consult with designated representatives of the Association to discuss the following matters:

- A. Application for the implementation of any federal and/or state grants.
- B. Names of classroom teachers to be recommended to the Town Council for inclusion on future school building committees.
- C. Procedures for developing grant programs to broaden educational experience:
 - 1. In order that teachers may obtain broader educational experience, the Board may award stipend grants for programs including, but not limited to, the following:
 - a. Local study and research projects;
 - b. Individual specialized study;
 - c. Curriculum studies;
 - d. Special educational projects;
 - e. Remedial programs.

2. Application:

- a. Any teacher or group of teachers wishing a grant shall prepare a written proposal stating purpose, procedure, expected time necessary for completion and stipend requested.
- b. The application must be approved by each of the following levels before being submitted to the Board for approval:

Level One: The Department Chairperson
Level Two: The Building Principal
Level Three: The Superintendent
- c. If approved, each level shall forward a letter of recommendation to the next appropriate level.
- d. When practicable, applications shall be submitted to the Board before November 15, but no application shall be considered if originally submitted after January 1.

ARTICLE 20: Fringe Benefits

- A. Insurance: The Board shall provide the following insurance coverage during the term of this Agreement:

1. Medical Insurance

The Board agrees to make available a group medical insurance plan which consists of the MEA Health Insurance Trust Standard and Choice Plus Plans or comparable insurance coverage with another company if agreed upon by the parties. The Board's premium contributions will be made only on behalf of teachers, persons legally married to teachers and domestic partners as qualified by the health insurance carrier and the partnership is recorded in the Maine State Domestic Partner Registry, and the teacher's dependent children. On behalf of each teacher eligible for and electing to take the Standard Plan, the Board will contribute at the appropriate level as follows:

90% of the single subscriber rate established as of July 1, 2012.
89% of the adult and child subscriber rate established as of July 1, 2012.
88% of the two adult subscriber rate established as of July 1, 2012.
88% of the family subscriber rate established as of July 1, 2012.

The Board also agrees to make available the MEA Choice Plus insurance plan. The Board's premium contributions will be made only on behalf of teachers, persons legally married to teachers and domestic partners as qualified by the health insurance carrier and the partnership is recorded in the Maine State Domestic Partner Registry and the teacher's dependent children. On behalf of

each teacher eligible for and electing to take the Choice Plus coverage, the Board will contribute at the appropriate level as follows:

92% of the single subscriber rate established as of July 1, 2012.

91% of the adult and child subscriber rate established as of July 1, 2012.

90% of the two adult subscriber rate established as of July 1, 2012.

89% of the family subscriber rate established as of July 1, 2012.

For the second year of this contract, the Board's contribution shall be 85% of all plans at the rate established as of July 1, 2013. For the third year of this contract, the Board's contribution shall be 85% of all plans at a rate established as of July 1, 2014.

2. Liability

Each teacher shall be covered under the terms of the Brunswick School Department's general liability insurance up to \$300,000.

3. Worker's Compensation

Each teacher shall be covered under the Brunswick School Department's Worker's Compensation Insurance.

4. Disability Insurance

The Board shall provide a disability insurance plan that is essentially equivalent to that which was provided for in the 1984-86 negotiated agreement, Article 20, Section A.4.

5. Dental

The Board agrees to make available a single subscriber group dental insurance plan with orthodontic coverage with a teacher having the option for family coverage at the teacher's expense through payroll deduction.

6. SECTION 125 PLAN

- a. In order to enable employees covered under this contract to use pre-tax dollars to pay health and dental insurance premiums for which the employee is liable, dependent 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.
- b. 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.

- c. The Board and the Association mutually agree that the plan dates shall correspond to the contract year. Terms and conditions of the plan will be reviewed annually by both parties.
- d. Annually, not more than sixty days or less than thirty days prior to the beginning of the next plan year, each employee will be notified by the Board of the opportunity to elect to make changes in the amount of income that is to be deposited to either the Medical Expense Reimbursement Account or the Dependent Care Reimbursement Account.
- e. The Board agrees to notify the Association President of any Maine State Retirement System changes that would have an impact on the Section 125 Plan known by the Board.
- f. The maximum amount of money that an employee may elect to have deducted for the Medical Expense Reimbursement Account shall be set at \$2,500 annually.
- g. Participating employees will be responsible for any administrative fees charged under the provisions of the plan, and the fees shall be deducted from the employee's salary.
- h. The Association will be responsible for any financial shortfall.

B. Retirement Stipend

- 1. Whenever a teacher with 15 years consecutive service under a teacher contract in the Brunswick school system retires and at that time qualifies for and begins receiving retirement benefits under the Maine State Retirement system that teacher shall be paid for one-quarter of his or her accumulated sick leave not to exceed thirty (30) days at his or her per diem rate. A teacher shall notify the Superintendent by January 1st of the calendar year in which the teacher is retiring and is eligible for the stipend to be added to the teacher's final salary check. This date may be waived by the Superintendent. Otherwise, the teacher may be paid a lump sum in the succeeding budget year. The stipend will not be paid to individual teachers retiring before normal retirement age unless and until the Board has received a determination from the Early Retirement Incentives Review Panel of the Maine State Retirement System that payment of the stipend to such teacher will not constitute an early retirement incentive. "Normal retirement age" and "early retirement incentive" shall mean the same as in the retirement system statutes, regulations and guidelines.

C. Insurance Deductible

For insured losses or damage to a teacher's personal property used in connection with his/her teaching and on school property or at a school activity, the Board will pay the

teacher's insurance deductible up to \$250 per incident, provided the loss was not attributable to the teacher's carelessness. In any fiscal year the Board's obligation for payments will end when payments reach \$5,000 in that year.

ARTICLE 21: Salaries

A. Salaries

1. The salaries of all persons covered by the Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
2. In this contract, salaries are based on a one hundred eighty-two and one-half (182 ½) day work year.

(Side Bar titled: Moratorium on Article 21, Section B, Number 1-5 is in place for September 1, 2012 through August 31, 2015, page 40.)

B. Reimbursement/Prepayment for Study

Teachers shall be reimbursed or a college or university shall be prepaid for courses of study as follows:

1. All courses eligible for reimbursement/prepayment under this contract shall require the written approval of the Superintendent.
2. To be eligible for approval a course must be granted academic credit by a college or university.
3. Approved courses shall be reimbursed/prepaid at the actual rate of the college or university granting such credit up to a maximum of 150% of the University of Southern Maine's per credit rate. In exceptional circumstances, the Superintendent may authorize additional reimbursement for teachers who must pursue academic programs at more expensive institutions in order to satisfy Board, state or federal job requirements.
4. A maximum of 18 credit hours per year may be reimbursed/prepaid for courses that are part of a program leading to a master's degree related to the field of education. Required textbooks and all academic fees will also be reimbursed/prepaid for such courses.
5. A maximum of 9 credit hours per year may be reimbursed/prepaid for courses that are not taken as part of a program leading to a master's degree related to the field of education.

If a prepayment option is selected:

- (a) The teacher shall present an official transcript to the superintendent upon completion of the course.
 - (b) The teacher shall repay the school board within thirty (30) days of the end of the course if the teacher (1) fails the course; or (2) does not complete the course.
 - (c) If the teacher does not make repayment under (b), the prepayment amount shall be deducted from the teacher's next pay check.
 - (d) A teacher selecting the prepayment option who has not yet submitted proof of successful completion of a course for which prepayment has been made shall have the prepayment withheld from any lump sum salary payment in June until proof of completion.
 - (e) A teacher who has selected a lump sum salary payment for the summer shall not be eligible for prepayment of expenses for courses taken June through August of that summer.
6. Teachers who must maintain state or national licensure in additional certification in order to carry out their professional duties, shall be reimbursed for that cost up to three hundred dollars (\$300) biennially.

C. Stipends

- 1. Stipends shall be paid for those positions approved and filled by the Board as stipend positions in accordance with the hour computation assigned to each position so approved. The Board reserves the right to fill or not to fill any stipend positions).
- 2. The compensation for stipend positions shall be at the rate of:

\$16.75 year 1
- 3. A Stipend Review Committee shall be maintained consisting of five voting members each appointed by the Board and the Association. The Board and Association shall each designate one of their respective members to serve as chairperson of the Stipend Review Committee. The chairperson shall have the duty of establishing meeting schedules and of notifying members thereof. It shall be the responsibility of the Committee to consider requests by stipend holders for review of any of the factors incorporated in the stipend calculation and to make recommendations to the Board regarding changes therein and to make such other recommendations to the Board about stipends as the Committee considers appropriate.

D. Reimbursement for Travel

Utilization of private vehicles for School Department business shall be reimbursed at the rate established by the Internal Revenue Service. In the case of automobiles used on a continuous and regular schedule, a mutually agreeable total payment shall be projected on the basis of an average weekly mileage.

E. Payroll Procedure

Teachers shall be paid their contracted salary biweekly in 26 equal installments with the first installment beginning the second Friday following Labor Day, except that on notification from individual teachers by March 1 such teachers may be paid those installments accruing over the summer in one lump sum on the last payroll date in June or the first payroll date in July. First priority in payment will be given to retirees, the second priority in payment will be made to teachers with special requests, and third priority in payment will be made in the order in which the requests are received. Summer checks will be mailed to teachers who supply the Superintendent's office with a deposit slip and a stamped envelope.

F. Teachers will be paid \$25 per hour for curriculum work on non-school days authorized by the Superintendent.

G. Payroll Deductions

1. The Board shall deduct NEA, MEA, and BEA dues in equal payments starting with the first salary payment in October from the pay of those teachers requesting such deductions in writing on forms supplied by the Association and satisfactory to the Board. A payment schedule will be submitted annually by September 1 by the Brunswick Education Association President to the Superintendent.
2. The Board shall forward all such dues so collected to the treasurers of the respective organizations at the end of each month. The Association shall indemnify and save the Board harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same pursuant to this Article.
3. Upon written authorization of the teacher on forms provided by the Office of the Superintendent, the Board shall deduct from each paycheck monies for tax sheltered annuity programs and shall forward such monies to the designated insurance companies.
4. Upon written authorization of the teacher on forms provided by the Office of the Superintendent, the Board shall deduct from each paycheck designated sums of money and shall forward such monies to the Maine Teachers Association Credit Union.

5. The Board agrees to request that provisions be made for additional payroll deductions as developed by the Association and the Superintendent.
6. Direct Deposit of teacher paychecks shall be available as follows:

Direct Deposit shall be limited to banks and credit unions doing business in the State of Maine. Each employee may select only one bank or credit union for the direct deposit of an employee's net pay. In addition to net pay, an employee may authorize one additional direct deposit amount as a scheduled deduction. This additional amount need not be deposited with the same bank or credit union receiving the net pay. Direct Deposit shall only be initiated upon the completion of signed authorizations as required by the Town's financial institution and the School Department. Because of processing requirements imposed by the Town's financial institution, new authorizations and changes may not be effective for up to fourteen days. The School Department is not responsible for delays beyond fourteen days that result from delays beyond its control. Such delays include, but are not limited to, delays caused by the Town's financial institution or the employee's selected bank or credit union.

ARTICLE 22: Teacher Educational Technicians and Volunteers

- A. The Board recognizes the desirability of using teacher educational technician's to assist in the Brunswick schools and agrees to employ such educational technician's and further agrees to increase the number of such educational technician's to the extent budgetary considerations may permit. Such educational technician's shall be assigned such duties as the Board may from time to time designate.
- B. Recognizing that the Brunswick schools are fortunate to have in the community many interested and talented individuals, the schools shall continue to welcome volunteer assistance. Every effort shall be made to make use of the special talents of an individual and to utilize his/her assistance in the area of his interest.
 1. All volunteers shall be governed by the regulations of the Brunswick School Department.
 2. It is understood that each teacher shall have the right to decide whether s/he desires volunteer aid and whether the aide's help is useful in guiding and assisting the students.
 3. No volunteer will be used to replace any teacher or teacher aide presently being reimbursed for his/her service.

ARTICLE 23: No Smoking Policy

A. General Rule Prohibiting Use of Tobacco

Except as provided in section c, no person, including students and school employees, is allowed to use tobacco in the buildings or on the grounds of any school.

B. Tobacco Use

“Tobacco use” includes smoking, which means carrying or having in one's possession a lighted cigarette, cigar, pipe, or other object giving off or containing any substance giving off tobacco smoke, and also includes the use of smokeless tobacco.

C. Classroom Demonstrations

Tobacco use may be permitted in classrooms only as part of a bona fide demonstration during a class lesson, with prior notice being given to the school's administrator.

ARTICLE 24: Savings Clause

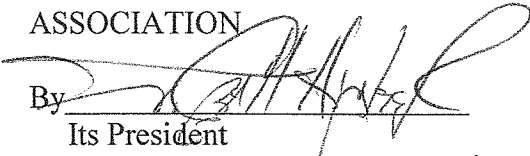
Provisions of this Agreement are deemed in addition to those provided by law and if any provision of this Agreement or any application thereof to any teacher or group of teachers is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

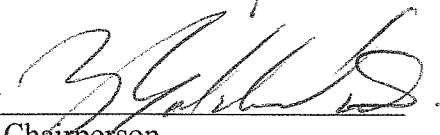
ARTICLE 25: Term of Agreement

This Agreement shall govern the rights of the parties during the period from September 1, 2012 to August 31, 2015. When the first teacher workday of any given school year commences before September 1, the Board agrees to honor all provisions of said contract for that given school year. During the term of this Agreement, except as provided in Article 4 entitled Procedure for Negotiation of Successor Agreement, the parties shall not request the right to renegotiate on any item covered by this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____ 2012.

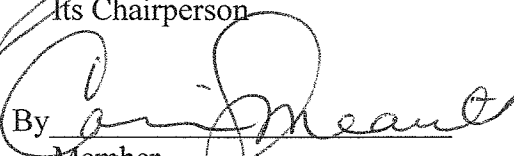
BRUNSWICK EDUCATION
ASSOCIATION

By 
Its President

By 
Chairperson
Negotiations Committee

BRUNSWICK SCHOOL BOARD

By 
Its Chairperson

By 
Member
Negotiations Committee

APPENDIX A

Notes:

1. A course for eligibility on the BA+15 column shall be a course counting directly toward an MA degree or a CAS (or its equivalent) or it shall be a course at the graduate level approved by the Superintendent because it:
 - a. is related to the courses taught by the teacher; and
 - b. is acceptable for a master's degree or higher although such a degree is not necessarily being sought by the teacher.
2. A course for eligibility on the MA+15 column shall be a course counting directly toward a CAS (or its equivalent), or it shall be a course at the graduate level approved by the Superintendent because it:
 - a. is related to the courses taught by the teacher; and
 - b. is acceptable for a master's degree or higher although such a degree is not necessarily being sought by the teacher.
3. A CAS degree (or its equivalent) shall mean thirty (30) credit hours of study over and above a master's degree in an organized CAS program established by an accredited college or university. Equivalent programs for those subject areas or fields of endeavor where CAS programs are non-existent shall consist of the attainment of a level of organized research or study commensurate with a CAS level program. In any case, all CAS programs shall be approved by the Superintendent.
4. All teachers shall be placed on their proper degree schedule.
5. Any teacher who has received two master's degrees which, in the opinion of the Superintendent, directly relate to the teacher's classroom work may be placed on the CAS column. Salary schedules are attached.

APPENDIX A
2012-2013 Salary Schedule

<u>Years Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>CAS</u>
0	30,930*	32,477*	34,642	35,570	37,116
1	30,930*	32,477*	34,642	35,570	37,116
2	30,930*	32,477*	34,642	35,570	37,116
3	32,477*	34,024	36,189	37,117	38,663
4	34,024	35,571	37,736	38,664	40,210
5	35,571	37,118	39,283	40,211	41,757
6	37,118	38,665	40,830	41,758	43,304
7	38,665	40,212	42,377	43,305	44,851
8	40,212	41,759	43,924	44,852	46,398
9	41,759	43,306	45,471	46,399	47,945
10	43,306	44,853	47,018	47,946	49,492
11	44,853	46,400	48,565	49,493	51,039
12	46,400	47,947	50,112	51,040	52,586
13	47,947	49,494	51,659	52,587	54,133
14	49,494	51,041	53,206	54,134	55,680
15	51,041	52,588	54,753	55,681	57,227
16	52,588	54,135	56,300	57,228	58,774
17	54,135	55,682	57,847	58,775	60,321
18	55,682	57,229	59,394	60,322	61,868
19	57,229	58,776	60,941	61,869	63,415
20	58,776	60,323	62,488	63,416	64,962
21	60,323	61,870	64,035	64,963	66,509
22	61,870	63,417	65,582	66,510	68,056
23	61,870	63,417	65,582	66,510	68,056
24	63,417*	64,964*	67,129*	68,057*	69,603*

*Teachers on BA 0, 1, 2 will be \$2,000 as a “beginning teacher adjustment”.

*Teachers on BA 3 will be paid \$1,200 adjustment.

*Teachers on BA+15 0, 1, 2 will be paid \$1,200 adjustment.

*Teachers with 24 or more years of experience will receive a \$270 longevity payment.

An Academic Recognition Salary Adjustment will be made for employees covered by this agreement who hold a master’s degree that requires sixty (60) or more credit hours, if that master’s degree is directly related to the teaching/specialty area to which the staff member is assigned by the superintendent. Employees with such master’s degrees and so assigned by the superintendent shall be placed on their appropriate experience level of the CAS column of the salary schedule.

APPENDIX A
2013-2014 Salary Schedule

<u>Years Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>CAS</u>
0	31,720*	33,306*	35,526	36,478	38,064
1	31,720*	33,306*	35,526	36,478	38,064
2	31,720*	33,306*	35,526	36,478	38,064
3	33,306*	34,892	37,112	38,064	39,650
4	34,892	36,478	38,698	39,650	41,236
5	36,478	38,064	40,284	41,236	42,822
6	38,064	39,650	41,870	42,822	44,408
7	39,650	41,236	43,456	44,408	45,994
8	41,236	42,822	45,042	45,994	47,580
9	42,822	44,408	46,628	47,580	49,166
10	44,408	45,994	48,214	49,166	50,752
11	45,994	47,580	49,800	50,752	52,338
12	47,580	49,166	51,386	52,338	53,924
13	49,166	50,752	52,972	53,924	55,510
14	50,752	52,338	54,558	55,510	57,096
15	52,338	53,924	56,144	57,096	58,682
16	53,924	55,510	57,730	58,682	60,268
17	55,510	57,096	59,316	60,268	61,854
18	57,096	58,682	60,902	61,854	63,440
19	58,682	60,268	62,488	63,440	65,026
20	60,268	61,854	64,074	65,026	66,612
21	61,854	63,440	65,660	66,612	68,198
22	63,440	65,026	67,246	68,198	69,784
23	63,440	65,026	67,246	68,198	69,784
24	65,026	66,612	68,832	69,784	71,370

*Teachers on BA 0, 1, 2 will be \$2,000 as a “beginning teacher adjustment”.

*Teachers on BA 3 will be paid \$1,200 adjustment.

*Teachers on BA+15 0, 1, 2 will be paid \$1,200 adjustment.

An Academic Recognition Salary Adjustment will be made for employees covered by this agreement who hold a master’s degree that requires sixty (60) or more credit hours, if that master’s degree is directly related to the teaching/specialty area to which the staff member is assigned by the superintendent. Employees with such master’s degrees and so assigned by the superintendent shall be placed on their appropriate experience level of the CAS column of the salary schedule.

APPENDIX A
2014-2015 Salary Schedule

<u>Years Exp.</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>CAS</u>
0	31,780*	33,369*	35,594	36,547	38,136
1	31,780*	33,369*	35,594	36,547	38,136
2	31,780*	33,369*	35,594	36,547	38,136
3	33,369*	34,958	37,183	38,136	39,725
4	34,958	36,547	38,772	39,725	41,314
5	36,547	38,136	40,361	41,314	42,903
6	38,136	39,725	41,950	42,903	44,492
7	39,725	41,314	43,539	44,492	46,081
8	41,314	42,903	45,128	46,081	47,670
9	42,903	44,492	46,717	47,670	49,259
10	44,492	46,081	48,306	49,259	50,848
11	46,081	47,670	49,895	50,848	52,437
12	47,670	49,259	51,484	52,437	54,026
13	49,259	50,848	53,073	54,026	55,615
14	50,848	52,437	54,662	55,615	57,204
15	52,437	54,026	56,251	57,204	58,793
16	54,026	55,615	57,840	58,793	60,382
17	55,615	57,204	59,429	60,382	61,971
18	57,204	58,793	61,018	61,971	63,560
19	58,793	60,382	62,607	63,560	65,149
20	60,382	61,971	64,196	65,149	66,738
21	61,971	63,560	65,785	66,738	68,327
22	63,560	65,149	67,374	68,327	69,916
23	65,149	66,738	68,963	69,916	71,505
24	66,738	68,327	70,552	71,505	73,094

*Teachers on BA 0, 1, 2 will be \$2,000 as a “beginning teacher adjustment”.

*Teachers on BA 3 will be paid \$1,200 adjustment.

*Teachers on BA+15 0, 1, 2 will be paid \$1,200 adjustment.

An Academic Recognition Salary Adjustment will be made for employees covered by this agreement who hold a master’s degree that requires sixty (60) or more credit hours, if that master’s degree is directly related to the teaching/specialty area to which the staff member is assigned by the superintendent. Employees with such master’s degrees and so assigned by the superintendent shall be placed on their appropriate experience level of the CAS column of the salary schedule.

Hiring of Teachers Conditions of Employment

The opportunity described below is being implemented as a “sidebar” to the AGREEMENT between the BRUNSWICK SCHOOL BOARD and the BRUNSWICK EDUCATION ASSOCIATION that is dated September 1, 2012 through August 31, 2015.

The following “sidebar” will be effective through the remainder of the term of this agreement. Additionally, it is understood that the conditions outlined below will also be available to qualifying members of the bargaining unit during the successor agreement(s) but only until August 31, 2015.

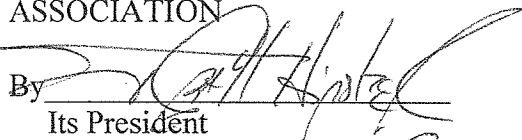
- The sidebar applies only to those members of the bargaining unit who are employed by the Brunswick School Department as of March 01, 2012.
 - Several conditions must be met in order to qualify for the “rehire of retired personnel provision” of this bargaining unit. First, the employee must have reached normal retirement age under Maine law and be eligible for full retirement under MPERS, which means generally that:
 - a. The employee must retire with no less than 25 years of service credit in the Maine Public Employees Retirement System.
 - b. The employee must be at the age allowing full retirement without penalty under MPERS guidelines (59.5 years or 61.5 years depending on the date MPERS deductions began).
 - Also, the employee must have retired, and be collecting the retirement income and benefits earned under MPERS, at the time that he or she is rehired.
1. Any employee who retires under this sidebar agreement may apply for the opening created by his or her retirement. In the event the employee is rehired, he or she shall serve a two year probationary period.
 2. The retired employee will be hired at no higher than 75% of the appropriate education category. The employee will be eligible for step increases in each additional year of employment.
 3. The retired employee will not maintain seniority, nor gain new seniority status. As a result, a retired teacher will be listed as the least senior teacher in the appropriate group as set forth in Article 8 of the Agreement.
 4. The retired employee will be eligible for the yearly allotment of sick days, personal days and bereavement days set out in Article 17 of the Agreement. However, those leave days will not accumulate from year to year.

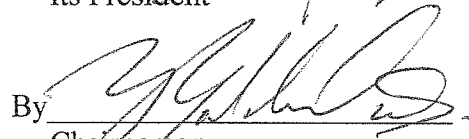
5. Retired employees shall not be eligible for the Sick Leave Fund under Article 17 (A) (2), for sabbatical leaves under Article 18, for retirement stipends under Article 20(B), or for longevity payments under the applicable salary schedule.

6. Each retired employee will be evaluated as per the Brunswick Evaluation Plan, but will not be required to attend programs for a new teacher. They will be responsible for maintaining appropriate certification for the position they hold.

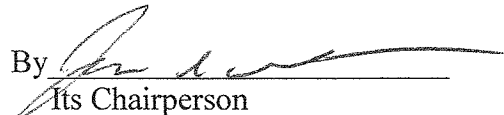
(Optional signatures if not agreed at time of original signing)

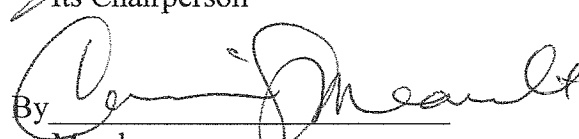
BRUNSWICK EDUCATION
ASSOCIATION

By 
Its President

By 
Chairperson
Negotiations Committee

BRUNSWICK SCHOOL BOARD

By 
Its Chairperson

By 
Member
Negotiations Committee

By _____
Member
Negotiations Committee

By _____
Member
Negotiations Committee