

Agreement

between

**THE BOARD OF DIRECTORS OF MAINE SCHOOL
ADMINISTRATIVE DISTRICT NO. 71**

and the

KENNEBUNK-KENNEBUNKPORT EDUCATION ASSOCIATION

for the

EDUCATIONAL TECHNICIANS

2006-2009

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PREAMBLE

The Board of Directors of Maine School Administrative District No. 71 (hereinafter referred to as the “Board”) and the Kennebunk-Kennebunkport Education Association (hereinafter referred to as the “Association”) recognize that each has a duty to maintain a respectful work environment and ensure that all members of the M.S.A.D. No. 71 community are treated with dignity. As such the parties agree as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining agent in accordance with the Municipal Public Employees Labor Relations Law, 26 M.R.S.A. Section 961 et seq., for a unit consisting of all Educational Technicians I, II and III employed by the Board for at least six months who are regularly scheduled to work 15 hours or more per week (hereinafter “Educational Technicians” or “employees”). Excluded from this Agreement are all other persons employed by the Board.

ARTICLE II - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself (or to its designees, which it may from time to time designate to act on its behalf on any matter covered by this agreement) all powers and rights vested in it by the laws and the Constitution of the State of Maine and of the United States, except such as are specifically relinquished in writing herein. Such powers include, but are not limited to, the sole and exclusive right to manage and operate the schools in any and all of the aspects of their operations and activities; the right to hire, evaluate, promote, discharge, discipline, lay off and recall employees and to maintain discipline and efficiency; the right to set and maintain hiring standards for new employees; the right to determine and implement all matters pertaining to any services to be furnished; the right to subcontract for work or services, and to establish, change, combine or discontinue services, operations, classifications and the numbers of personnel required; the right to assign employees as needed; the right to assign and direct the work force; the right to schedule hours of work; and the right to in all other respects carry out the ordinary and customary functions of management.

ARTICLE III - CONDITIONS OF PROFESSIONAL SERVICE

A. ATTENDANCE AT PROFESSIONAL MEETINGS

1. All Educational Technicians shall attend general meetings called by the Superintendent.
2. Any itinerant Educational Technician who is required to travel within the District in order to meet his/her job assignment shall receive a mileage reimbursement at the rate of the State of Maine's reimbursement for travel.

B. NON-TEACHING DUTIES

1. Educational Technicians shall participate in supervision of corridors, assemblies, cafeterias, and playgrounds, as assigned by the principal.
2. Educational Technicians shall supervise their detention sessions, except under emergency conditions, as authorized by the building principal.

C. Because of the crucial role played by Educational Technicians in the delivery of educational services to students, the proper performance by Educational Technicians of their job functions, and the attitude with which those functions are performed, are essential to maintaining the level of District services to students at the highest level.

In order to achieve these goals, all employees shall:

1. Recognize their positions as a role model for students in their behavior, actions and appearance;
2. Demonstrate a high level of rapport with students, staff and community;
3. Perform their duties with patience, dependability, responsibility, and a positive attitude which contributes to a successful school environment;
4. Demonstrate the ability to work cooperatively as part of a collaborative team with strong communications, organizational, and interpersonal skills;
5. Demonstrate appropriate, caring and effective student supervisory skills; and
6. Maintain a knowledge of the school operations and curriculum appropriate to the particular job assignment.

ARTICLE IV - ASSOCIATION MEMBERSHIP

The Board and the Association recognize the right of any employee to become and remain a member of the Association or to refrain from becoming and/or remaining a member of the Association, and neither party will interfere with any employee in the exercise of that right.

Dues for the MEA/NEA/KKEA will be deducted from wages in equal amounts throughout the contract year when individually and voluntarily authorized by Educational Technicians, in writing. Such collections deducted will be forwarded to the authorized associations. This provision shall not obligate the District to withhold any amounts, at any time, against the wishes of an employee.

ARTICLE V - GRIEVANCE PROCEDURE

A. PURPOSE

The Board and the Association agree that all grievances shall be resolved consistent with the terms and conditions of this Agreement at the earliest possible date of this grievance procedure and that the failure on the part of the employee to observe the time limits set forth herein shall constitute a waiver of the grievance. These proceedings shall be kept confidential as may be appropriate at all levels.

B. DEFINITIONS

1. A "grievance" is any alleged violation of a specific written term of this Agreement.
2. An "employee" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the employee who submits a grievance. An aggrieved party may be represented by any member or designated representative of the Association at any stage of the formal proceedings.
4. "Days" shall mean working school days.

C. INFORMAL GRIEVANCE PROCEDURE

Before submitting a formal grievance, an aggrieved party must first attempt to resolve the matter with his/her immediate supervisor. Informal settlements shall bind the parties but shall not be precedent for other grievance proceedings.

D. SUBMISSION OF GRIEVANCES

1. Each formal grievance shall be submitted in writing on a form to be provided by the Board.
2. A grievance shall be deemed waived unless it is submitted formally within thirteen (13) days of the time when the events or conditions on which it is based occurred.
3. Grievances shall be signed by the aggrieved party.

E. FORMAL GRIEVANCE PROCEDURE

1. If the aggrieved party is not satisfied with the response of his/her immediate supervisor through the informal grievance procedure, he/she may submit a formal grievance to the Superintendent. The Superintendent or his/her designee shall meet with the aggrieved party within 10 days after receipt of the grievance in an effort to resolve the grievance. Within ten (10) days after said meeting, the Superintendent shall render a decision in writing and forward a copy to all parties involved.
2. If the grievance is not resolved to the satisfaction of the aggrieved party, the aggrieved party may appeal the grievance to the Board within ten (10) days after receiving notice of the Superintendent's decision by submitting the complete record thus far accumulated, plus his/her written reason for said appeal, to the Superintendent of Schools.
3. The Board Chair shall determine whether to schedule any such appeal for an executive session at the next regular Board meeting or at a special meeting.
4. If the grievance is not resolved to the satisfaction of the aggrieved party as a result of the appeal to the Board, the aggrieved party may, with the approval of the Association, request arbitration of the grievance by writing to the Board within ten (10) days after said meeting with the Board.

5. Within five (5) days after receipt of the aforesaid written request, the parties shall attempt to select a mutually agreeable arbitrator. If they are unable to agree on a selection within that time, the Association may within five (5) days thereafter submit the grievance to the American Arbitration Association for the selection of an arbitrator in accordance with the rules and procedures of that Association.
6. The arbitrator shall fix a time and place at Kennebunk, Maine for a hearing, upon reasonable notice to each party.
7. After such hearing, the arbitrator shall promptly render a decision which shall be binding upon both parties subject to their appeal rights. The arbitrator shall have no power to render a decision which is contrary to law or adds to, subtracts from, or modifies this Agreement, and the arbitrator's decision shall be confined to the meaning of the contract provision which gave rise to the dispute.
8. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
9. The costs for the services of the Arbitrator, including his/her per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room and transcript, if any, will be shared equally by the Board of School Directors and the Association. The party incurring them will pay all other costs.

F. MISCELLANEOUS

1. The number of days indicated at each step of the formal procedure should be considered as a maximum and an effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
2. Nothing in this Article shall affect or impair the right of the Board or its representatives, to consult or meet with any individual employee or group of employees to endeavor to resolve a grievance.
3. At no point prior to an official hearing or meeting of the Board of School Directors, at which time the grievance is being resolved, shall the employee concerned, or any other employee of the District, discuss with members of said

Board of School Directors, or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance.

4. If the language of the grievance procedure in the teacher's contract is changed by the parties, the language in this contract will be changed as a sidebar.

ARTICLE VI - EDUCATIONAL TECHNICIAN RIGHTS

A. PROBATIONARY PERIOD

All employees shall serve a probationary period of two full years, starting from their date of initial hire.

B. PROTECTION FROM DISCIPLINARY ACTION

After successful completion of the probationary period, no employee shall be disciplined, including by reprimand, reduction of rank or compensation, suspension or dismissal without just cause. Disputes concerning the dismissal of a non-probationary employee may be subject to advisory arbitration. A non-probationary employee has recourse to the following procedure:

1. Hearing by the Board, in executive session, within fifteen (15) working days after reasons have been specified in writing, at the request of the employee. The employee may be accompanied by or represented by legal counsel and/or a representative of the Association.
2. In the event the employee is still dissatisfied with the outcome, the matter shall be referred to an arbitrator for his recommendation, upon the request of the Association, within twenty (20) working days of the Board hearing. The arbitrator shall be chosen as set forth in Article V, Section E.

C. NOTICE OF DISCIPLINARY MEETING

Whenever any employee is required to meet with the Director of Special Education, the Principal, the Superintendent or the Board concerning any matter which could lead to the discipline or discharge of the employee, the employee shall be entitled to prior written notice of the general purpose of the meeting and shall be entitled to have a representative of the Association present for advice and counsel.

D. REVIEWING PERSONNEL FILE

1. An Educational Technician shall have the right, upon request, to review the contents of his/her personnel file. At least once every two (2) years the Educational Technician and/or designee shall have the right to indicate in writing those documents and/or other materials in the file believed to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the individual Educational Technician and the Superintendent and/or their designees. If, in fact, the documents are deemed to be obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent shall have final authority over what is placed in or removed from the file.
2. The Educational Technician shall also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent and/or designees.
3. No material derogatory to an Educational Technician's conduct, service, character or personality shall be placed in a personnel file unless the Educational Technician has had the opportunity to review the material and to be advised of the source, by general category of complainant (e.g. teacher, parent, student) of any derogatory material.
4. The Educational Technician shall acknowledge 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 therein.
5. The Educational Technician shall also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent and/or designees and attached to the file copy.

E. NOTIFICATION

Any employee who is discharged, demoted or suspended shall be given prompt written notice, either in person or by certified mail, return receipt requested, to the employee's last known address according to the Board records, of the discharge or suspension and the reasons therefor.

F. TRANSACTION OF OFFICIAL BUSINESS

1. The Association shall have the right to transact official business on school property when school is not in session in the building in question or where it does not interfere with scheduled meetings or assigned duties of the employee; and to use school facilities and equipment.
2. Representatives of the Association shall be permitted time off with pay during regular school hours for mutually scheduled meetings with the Superintendent and/or School Board members concerning Association business.

ARTICLE VII - CLASSIFICATIONS

Any employee may, at the discretion of the Board, be assigned to work within one or more of the three Educational Technician classifications. When an employee works within two or more classifications, he/she shall be paid for the hours worked in each classification according to the salary scale for that particular classification.

ARTICLE VIII - WORK WEEK & WORK SCHEDULE

A. WORK YEAR

Subject to such changes as the Board may make for bona fide program or financial reasons, the parties recognize that educational technicians shall generally have a work year equal to the number of pupil days within the District plus one workshop day.

B. WORK WEEK

1. For purposes of calculating prorated benefits for part-time Educational Technician, any Educational Technician whose regular hours equal or exceed thirty seven and one-half (37.5) hours per week shall be considered full-time. Benefits for all part-time employees working less than 37.5 hours but 15 or more hours per week shall be pro rated, except as otherwise provided herein. Provided, however, that any bargaining unit members hired prior to September 1, 1992 shall be grandfathered as to pro rata benefits, as follows: any such employees working

less than half-time shall receive half-time benefits; those working half-time or more shall receive full benefits.

2. The normal work week shall consist of:
 - a. thirty seven and one-half (37.5) or more hours for full time employees; and
 - b. less than thirty seven and one-half (37.5) hours but fifteen (15) or more hours for part-time employees.
3. The work week for each position shall be established by the Board, and may be changed at the discretion of the Board. The workweek for payroll purposes shall be Sunday through Saturday.
4. The district may utilize time clocks or other time keeping devices to ensure accurate records are maintained for determining hours worked and overtime calculations. Educational technicians shall accurately record their time and shall be paid for all hours worked.
5. If the Board requires educational technicians to attend late start or early release workshop sessions, educational technicians will be paid for that time.

C. TOTAL ANNUAL HOURS

The Board may not reduce the total number of annual hours an educational technician is scheduled to work except for bona fide program or financial reasons.

D. OVERTIME

Overtime shall be paid at a rate of time and one half after the Educational Technician has completed forty (40) hours actually worked in a work week. Paid sick leave, vacation leave, holiday leave, or other approved leaves shall not be time worked for purposes of computing overtime.

F. DUTY-FREE LUNCH

Educational Technicians who are regularly scheduled to work at least 4 hours per day shall be entitled to a minimum of twenty (20) minutes paid duty-free lunch daily.

G. SCHOOL CANCELLATIONS

In the event that school is delayed or students are dismissed early due to inclement weather and the day counts as an official student school day, educational technicians shall suffer no loss of pay.

ARTICLE IX - SENIORITY AND LAYOFF

A. SENIORITY

"Seniority" shall be an employee's length of continuous regular service since the date of his or her first employment as an employee in the District.

B. SENIORITY LIST, JOB CLASSIFICATIONS, and IMPACT AREAS

1. The Board shall establish a seniority list by impact area with the name and date of hire of each Educational Technician, with the employee with the greatest seniority listed first. The seniority list shall be posted annually during the month of September. Employees shall have ten (10) calendar days to object to the seniority list, otherwise the list shall be assumed to be accurate for the following twelve (12) months.
2. For purposes of this Article, the following job classifications shall be recognized: Ed Tech I, Ed Tech II, and Ed Tech III.
3. For purposes of this Article, the following nineteen impact areas shall be used:
 - (1) Special Education (Levels I, II and III)
 - (a) K-6
 - (b) 7-12
 - (2) Library
 - (a) Ed Tech I K-12
 - (b) Ed Tech II K-12
 - (c) Ed Tech III K-8

- (3) Technology (Level II)
 - (a) K-12
- (4) Building (Levels I and II)
 - (a) K-5
 - (b) 6-12
- (5) Subject Area (Level III)
 - (a) K-5
 - (b) 6-12
- (6) Title I (Levels II and III)
 - (a) K-3
- (7) Clerical (Level I)
 - (a) K-12

- 4. A copy of the current seniority list shall be made available at the Superintendent's office and shall be sent to the Association at the same time that the list is posted. Impact areas will be reviewed annually by September 15th to assure relevance to current situations, as they may change.

C. REDUCTION IN FORCE (RIF)

- 1. "Reduction in Force" (hereafter "RIF") shall mean the discontinuance of employment of any Educational Technician for financial or program reasons.
- 2. In the event of a RIF, Educational Technicians shall be laid off in inverse order of seniority except that less senior Educational Technician(s) in an impact area may be retained and the next senior Educational Technician laid off when the Educational Technicians remaining in an impact area are not qualified on the basis of skills, experience or training to provide the programs to be retained in the impact area or (in the case of special education positions) the educational program of a special education student(s) would be unduly disrupted.
- 3. Educational Technician III's in the Special Education impact area and Library Educational Technician II's in the Library impact area only shall, in the event of a layoff, be allowed to displace the least senior Educational Technician I or II in

their impact area and shall, in such an event, be paid the salary of the lower classification.

4. An employee who is terminated as the result of a RIF shall receive at least sixty (60) days written notice.
5. The Board agrees to consult with the Association prior to a RIF and shall make available to the Association all pertinent information upon request.
6. In any arbitration properly invoked in connection with this Article, the arbitrator's authority shall be limited to determining whether or not the Superintendent has applied the criteria for selection set forth above in an arbitrary and capricious manner.

D. RECALL

1. An Educational Technician who is laid off shall be eligible for consideration for recall for one (1) year from the effective date of layoff, or until the Educational Technician has either refused an offer of a position of an equivalent amount of time at the same level from the Board or has accepted employment elsewhere.
2. The Superintendent (or designee) shall mail to the Association and to each Educational Technician who is eligible for recall consideration a list of all existing and anticipated Educational Technician vacancies as soon as each opening is known.
3. Educational Technicians who wish to be considered for such a vacancy shall inform the Superintendent within ten (10) days of the notification letter of their interest in the available position(s). An Educational Technician eligible for recall consideration shall retain the right to re-employment in any available position within the Educational Technician's impact area for which the Educational Technician is qualified (by skills, experience, and training) and interested, prior to the employment of new hires. Where more than one Educational Technician who is eligible for recall consideration is qualified for and interested in recall to a position, recall shall occur in order of seniority. If an Educational Technician is offered re-employment in accordance with these terms and refuses, the Educational Technician shall forfeit further eligibility for recall consideration.

4. All benefits to which an Educational Technician was entitled at the time of layoff including accumulated sick leave, and seniority status shall be restored upon return to active employment.

ARTICLE X – WAGES

A. WAGE SCHEDULE

Employees shall be paid in accordance with the wage schedules attached as Appendices A, B, and C.

B. INITIAL PLACEMENT AND STEP PROGRESSION

1. Incumbent employees shall be placed on the wage schedule as specified in Appendix A, B, or C.
2. For purposes of initial placement, new employees may be given credit for equivalent job experience at the discretion of the Superintendent.
3. Length of service to determine eligibility for yearly progression from step to step on the salary schedule shall be calculated from the yearly anniversary date of the employee's date of hire.

C. PAYMENT OF WAGES

Employees shall have the option of being paid in one of the two following ways, and shall designate their payment choice to the Business Manager prior to February 1 of the year prior to the year of payment:

1. In twenty-one (21) biweekly installments between the beginning of school in September and the end of school in June or concluding one (1) week after the end of the school year.
2. In twenty-six (26) biweekly installments. In those years when there are more than twenty-six (26) Friday pay periods, then payments of wage amounts shall be timed to maintain twenty-six pay periods during any given contract year. The extra non-paid Friday will be in June.

ARTICLE XI – BENEFITS

A. MEDICAL AND DENTAL INSURANCE

1. Medical Insurance

a. The Board agrees to pay the following amounts toward the cost of the premium for the Blue Cross/Blue Shield Choice Plus plan provided through the Maine Education Association Benefits Trust, at the rate applicable to each employee based upon marital status (single, married, family, adult with child):

- i. September 1, 2006 through August 31, 2008 – Eighty-five percent (85%) of the premium cost.
- ii. September 1, 2008 through August 31, 2009 – Eighty-four (84%) of the premium cost.

The employee shall pay the balance of the premium for the Choice Plus Plan or (if the employee chooses to apply the Board payment towards the Standard Plan) for the Standard Plan.

b. As an incentive for employees to use an available spouse's plan, other than this district's, an annual amount of one thousand dollars (\$1,000) will be paid on a monthly basis to an employee not using the M.S.A.D. No. 71 medical benefit and showing proof of insurance elsewhere. The employee may, however, resubscribe to the M.S.A.D. No. 71 plan at any time subject to the health insurance plan's rules and regulations. At time of resubscription, payments for the annual incentive would cease.

Information will be given to all employees encouraging them to take advantage of this incentive.

2. Dental Insurance

For the duration of this contract, dental insurance will be provided by the District at the single subscriber rate. Employees desiring additional dental benefits will pay the difference between the single rate and the rate reflecting the additional benefits.

3. Medical and Dental

M.S.A.D. No. 71 will pay the administration fee to MSMA to administer a Section 125 plan for employees. If the employee pays for additional benefits, this will allow the employee to pay with pre-tax rather than after tax dollars.

B. HOLIDAYS

Employees regularly scheduled to work fifteen (15) hours per week or more shall receive the following paid holidays:

Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day, New Years Day, Martin Luther King Day, and Memorial Day.

Holiday pay shall be based on the employee's scheduled weekly hours.

C. SICK LEAVE

New employees shall accumulate sick leave at the rate of one and one-half (1-1/2) days per month worked to a maximum of fifteen (15) days annually, for personal illness and/or serious illness in the immediate family (i.e. spouse, child, or parent requiring care by the employee), in their first year of employment. All employees employed thereafter beginning with their second year of employment, shall accumulate sick leave at the rate of fifteen (15) days annually.

Unused sick leave shall accumulate to a maximum of 165 days, subject to the following conditions:

1. The absence shall not qualify for sick leave if compensation is actually received pursuant to Worker's Compensation, except as provided for under subsection 7 below.
2. If the absence exceeds three (3) consecutive working days, is on the employee's last scheduled working day before and/or the first scheduled working day after a vacation or holiday, or is otherwise questionable, the supervisor shall have the right to request a certificate from a medical doctor, certifying the nature of the illness or injury which necessitated the absence, prior to payment for said leave.
3. There shall be no payment for any unused sick leave days.

4. All employees shall attempt to make dentist or doctor appointments outside of working hours. Sick leave may be used for such appointments only if such scheduling is not possible.
5. Sick leave for part-time employees shall be pro-rated.
6. Disability caused by or contributed to by pregnancy or childbirth shall qualify for paid sick leave up to the Educational Technician's accrued amount of sick leave. A physician's statement verifying the disability shall be submitted to the Superintendent and to the Bargaining Unit.
7. Any employee receiving payments under the Workers' Compensation Act shall be eligible for sick leave compensation only in such amount as will equal his/her regular compensation, on a net basis after taxes, when added to workers' compensation benefits. Sick leave pay shall be pro rated and drawn against the employee's annual and accumulated personal sick leave, and shall terminate upon the exhaustion of such leave. In no event shall any employee receive double payments for any day missed from work pursuant to both the Workers' Compensation Act and this sick leave provision.

D. PAID LEAVES

1. Personal Business. Two personal days per year, in accordance with existing Board policy, shall be granted for personal business, subject to the following requirements:
 - (a) Prior notification to the employee's immediate supervisor of at least five working days shall be required, except in case of an emergency. The notification shall state the general reason for the leave.
 - (b) Personal business days shall only be granted for pressing personal business which cannot be scheduled and transacted after regular working hours.
 - (c) Personal days shall not be taken immediately preceding and following school holidays and vacations, except at the discretion of the Superintendent of Schools, and shall not be used for profit making, recreational, or vacation-like activities of any kind.

2. Bereavement Leave. In the event of a death in the immediate family of any employee, the employee shall be granted up to five (5) consecutive days of paid leave per occurrence for household adjustments and/or to attend funeral services. Immediate family shall be defined as spouse, domestic partner as defined for insurance purposes by the MEA Benefits Trust, child, parents, brothers, sisters, legal guardians or wards, grandchildren and grandparents and parents-in-law. Three days with pay shall be granted for the death of an aunt, uncle, niece or nephew, brother-in-law, sister-in-law, and grandparents-in-law.

At the sole discretion of the Superintendent, additional time may be granted.

E. LEAVE WITHOUT PAY

Leaves of absence without pay may be granted to any Educational Technician for any reasons which in the sole judgment of the Board are profitable to the school system or essential to the well-being of the Educational Technician.

F. COURSE REIMBURSEMENT

Educational Technicians shall be reimbursed for the cost of tuition and fees for course work which is approved by the Superintendent and necessary to retain State authorization for the position they currently hold.

Reimbursement shall be paid up to three hundred dollars (\$300) per credit, and up to one hundred fifty dollars (\$150) per course for lab fees, books and/or lab supplies for the duration of this contract. Reimbursement shall be issued upon successful completion of each course.

G. WAIVER OF TUITION FOR CHILDREN OF EDUCATIONAL TECHNICIANS

Free tuition in District schools shall be granted, on a space available basis, to children of Educational Technicians who are contracted in the District and who reside outside the District with the following provisions:

1. The Educational Technicians were employed by the District for all or part of the 1994-95 school year.
2. Said child(ren) were enrolled in District schools on a tuition-waived basis on the signature date of this agreement.

3. Such a request shall be made in writing to the Superintendent of Schools no later than August 1 on an annual basis.

ARTICLE XII - POSITION VACANCIES

- A. Whenever a job opening occurs for a position within the bargaining unit, it shall be advertised and posted internally simultaneously. Such posting shall be accomplished by placing notices on designated bulletin boards accessible to all employees.
- B. The Board, in its judgment, will hire the best qualified candidate from the pool of internal and external candidates.

ARTICLE XIII - EMBODIMENT OF AGREEMENT

This Agreement incorporates the entire understanding on all matters which were or could have been the subject of negotiations. During this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This Article XIII shall not preclude the Association from bargaining over the impact of any change in educational policy.

ARTICLE XIV – MISCELLANEOUS

A. POLICIES

All provisions contained in the Policies of School Administrative District No. 71, and as they may be amended, are accepted, approved and endorsed.

B. FISCAL RESPONSIBILITIES

1. The Educational Technicians= Bargaining Unit acknowledges that fiscal provisions approved jointly by the Board of School Directors and Educational Technicians' Bargaining Unit as a part of this Agreement can be executed only to the extent to which monies are appropriated to cover such provisions and, further,

that failure on the part of the Board of School Directors to meet these provisions because of the lack of sufficient resources shall not be raised as a grievance and shall not result in any other action.

2. The Board of School Directors acknowledges its responsibility to request sufficient monies to cover all provisions which have been included as a part of this agreement.
3. The Board of School Directors and the Kennebunk-Kennebunkport Educators Association recognize their responsibility jointly and actively to support such requests.

C. NORMAL OPERATIONS OF SCHOOLS

1. During the term of this agreement, Education Technicians and the Bargaining Unit, its officers, agents and members will not cause, sponsor, encourage or engage in any action that might interfere with the normal operations of the schools by the Board including, without limitations, any strikes, slowdowns, sanctions, or professional alerts (so-called); and
2. Will not cause, sponsor, encourage, or request any such action by others.
3. If any such action by others occurs, the Bargaining Unit will promptly and publicly request such other parties to cease such action immediately.

D. NEA CODE OF ETHICS

All Educational Technicians shall comply with the National Education Association Code of Ethics. See Appendix D.

- E. All terms and conditions of employment applicable, on the effective date of this Agreement, to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, in force on said date, shall continue to be so applicable during the term of this Agreement unless otherwise provided in this Agreement or (to the extent that any change may constitute educational policy) changed by the Board.

- F. The Board agrees not to negotiate concerning said Educational Technicians in the Educational Technicians' Bargaining Unit with any organization other than the Association for the duration of this Agreement.

G. HEALTH AND SAFETY

1. The Board recognizes its obligations to comply with applicable federal and state regulations regarding safe workplace practices.
2. Employees shall not be required to work under conditions that they reasonably and in good faith believe will expose them to an imminent danger of injury, death or damage to their health. Any such condition shall be immediately reported to the employee's supervisor.
3. No employee shall be discriminated or retaliated against as a result of reasonably and in good faith raising concerns with respect to health or safety issues in the workplace.

ARTICLE XV - TERM OF AGREEMENT

The term of this Agreement shall be from September 1, 2006 through to August 31, 2009.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of October, 2006.

MAINE SCHOOL ADMINISTRATIVE
DISTRICT NO. 71

By _____

M.S.A.D. NO. 71 EDUCATIONAL
ASSOCIATION/MEA/NEA

By _____

APPENDIX A
EDUCATIONAL TECHNICIAN WAGE SCHEDULE
September 1, 2006 to August 31 2007

EXPERIENCE LEVEL	<u>Ed. Tech. I</u>	<u>Ed. Tech. II</u>	<u>Ed. Tech. III</u>
0	\$9.41	\$11.51	\$17.03
1	\$9.71	\$11.81	\$17.33
2	\$10.01	\$12.11	\$17.63
4	\$10.30	\$12.38	\$17.91
6	\$10.60	\$12.61	\$18.18
8	\$11.00	\$13.06	\$18.46
10+	\$11.36	\$13.19	\$18.74
14+	\$11.66	\$13.49	\$19.04

APPENDIX B
EDUCATIONAL TECHNICIAN WAGE SCHEDULE
September 1, 2007 - August 31, 2008

EXPERIENCE LEVEL	<u>Ed. Tech. I</u>	<u>Ed. Tech. II</u>	<u>Ed. Tech. III</u>
0	\$9.72	\$11.88	\$17.58
1	\$10.02	\$12.18	\$17.88
2	\$10.32	\$12.48	\$18.18
4	\$10.62	\$12.78	\$18.48
6	\$10.92	\$13.08	\$18.78
8	\$11.22	\$13.38	\$19.08
10+	\$11.58	\$13.51	\$19.36
14+	\$11.88	\$13.81	\$19.66

APPENDIX C
EDUCATIONAL TECHNICIAN WAGE SCHEDULE
September 1, 2008 - August 31, 2009

EXPERIENCE LEVEL	<u>Ed. Tech. I</u>	<u>Ed. Tech. II</u>	<u>Ed. Tech. III</u>
0	\$10.06	\$12.30	\$18.20
1	\$10.36	\$12.60	\$18.50
2	\$10.66	\$12.90	\$18.80
4	\$10.96	\$13.20	\$19.10
6	\$11.26	\$13.50	\$19.40
8	\$11.56	\$13.80	\$19.70
10	\$11.86	\$14.10	\$20.00
14+	\$12.21	\$14.45	\$20.35

LONGEVITY PAY (2006-2007)

After 5 years:	\$150.00 per year
After 10 years:	\$300.00 per year
After 15 years:	\$450.00 per year

LONGEVITY PAY (2007-2009)

After 5 years:	\$150.00 per year
After 10 years:	\$400.00 per year
After 15 years:	\$600.00 per year

APPENDIX D

Code of Ethics of the Education Profession

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly--

- a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
 8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a noneducator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Adopted by the NEA 1975 Representative Assembly