CONTRACT BETWEEN THE

SANFORD SCHOOL COMMITTEE

AND THE

SANFORD FEDERATION OF ED. TECHS.

September 1, 2024 – August 31, 2027

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PREAMBLE

This Agreement, entered into this 1st day of September 2024 by and between the Sanford Federation of Ed. Techs and the Sanford School Committee (Committee). The Sanford School Committee agrees that the Sanford Federation of Ed. Techs have the right to meet and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration. In consideration of the following mutual covenants, it is here by agreed as follows:

RECOGNITION

The Sanford School Committee (Committee) hereby recognizes the Sanford Federation of Ed. Techs, Local 3711, American Federation of Teachers, AFL-CIO (Federation) as the sole and exclusive bargaining agent for all Ed. Techs engaged in instructional work and library aides employed by the School Committee. Unless otherwise indicated, the term "Ed. Tech", when used hereinafter in the Agreement, shall refer to employees represented by the Federation in the negotiating unit as identified above. The School Committee agrees not to negotiate with nor recognize any organization other than the Sanford Federation of Ed. Techs, Local 3711/AFT, AFL-CIO for the duration of this Agreement.

ARTICLE I – ZIPPER CLAUSE

This Contract is complete and covers all subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Contract only. No prior Contracts or understandings, oral or written, shall be controlling, or in any way affect the relations between the parties unless and until such agreements and understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Contract.

All matters not dealt with herein shall be rated as having been brought up and disposed of and neither the Committee nor the Federation shall be under any obligation to discuss with the other any modifications or additions to this Contract which are to be effective during the term thereof. No change or modification of this Contract shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE II – FEDERATION RIGHTS

A. The Federation and its representative shall have the privilege of using the school buildings for meetings subject to the approval of the building principal. Such approval shall not be unreasonably denied.

B. Federation representatives shall have the right to conduct Federation business on school property, after proper notification to the building principal, provided the representatives do not interfere with the normal activities of the school and not in the presence of students.

C. The Federation shall have the use of school facilities and equipment at reasonable times, provided that equipment is not otherwise in use, and the Federation supplies its own paper. Any direct cost will be borne by the Federation.

D. Whenever any representative of the Federation or any employee is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, or any other activity related to the administration of this agreement, s/he shall suffer no loss in pay.

E. The Committee agrees to make available to the Federation, in response to requests, all available information allowable under law relevant to negotiations and contract administration.

F. The Federation shall have the right to place material dealing with the proper and legitimate business of the Federation in the e-mail or mail boxes of employees, provided that the materials handed out are not counter to this agreement. Said use shall not violate applicable postal service statutes or regulations.

ARTICLE III – MANAGEMENT RIGHTS

Except as otherwise provided for in this agreement, the Committee shall have, whether exercised or not, all of the rights, powers and authority vested in it by virtue of the statutes of the State of Maine and ordinances of the City of Sanford now or hereafter enacted including but not limited to the right to:

A. Control the management and administration of the Sanford School Department.

B. Hire, promote, transfer, retain, layoff and direct the employees within the Sanford School Department.

C. Suspend, demote, discharge and take any other disciplinary actions against employees for just cause.

D. Issue, modify and enforce rules and regulations that do not violate the terms of this agreement.

E. Determine the methods and means by which the Sanford School Department's operations are to be conducted, as well as to assign duties, hours and responsibilities, consistent with current job descriptions, to its employees.

F. Exercise control and discretion over the Sanford School Department, its organization and the technology used to perform its work.

G. Determine the standards of selection for employment and the standards of service to be offered by the Sanford School Department.

H. Assign bargaining unit employees to work in any job classification as needed, in the judgment of the appropriate supervisor or manager.

I. Schedule the hours and days of work whether for emergency purposes or not.

The foregoing rights are set out for the purposes of illustration and not limitation. The School Committee retains all such rights, powers, and authority, whether exercised or not, conferred upon it by law. This clause is not meant to negate the Federation's right to negotiate over changes in wages, hours and working conditions as provided by law.

ARTICLE IV – GRIEVANCE PROCEDURE

A. **Purpose** - The purpose of this procedure is to secure the lowest possible level, solutions to problems that arise from time to time that affect the welfare of the employees.

B. **Definitions**:

1. A "grievance" shall be defined as any dispute arising between the parties as to the meaning, application, or violation of the specific terms of this agreement.

2. "Days" shall mean working days except during the school vacation and recesses when days shall mean Monday through Friday excluding legal holidays.

3. "Employee" shall mean any Ed. Tech bargaining unit member or the Federation through its representative(s).

C. **Procedure**

1. Level One

a. An employee shall present his/her grievance in writing to his/her principal, or appropriate administrator, within twenty-five (25) calendar days of the date when the employee knew or should have known of the event, otherwise the grievance shall be deemed void and will not be subject to this grievance procedure.

b. The principal or appropriate administrator shall, within five (5) days of receipt of the grievance, schedule and hold a meeting with the employee and/or his/her representative(s).

c. The principal or appropriate administrator shall render his/her decision in writing within five (5) days of the meeting.

2. Level Two

a. If the employee is not satisfied with the disposition of his/her grievance at level one, within five (5) days after the response at level one, the employee may request the Federation to submit the grievance in writing to the Superintendent.

b. The Superintendent shall within five (5) days of receipt of the grievance schedule and hold a meeting with the employee and/or his/her representative(s).

c. The Superintendent shall render his/her decision in writing within five (5) days of the meeting.

3. Level Three

a. If the employee is not satisfied with the disposition of his/her grievance at level two, he/she, within three (3) days of the Level 2 decision may submit the grievance to the School Committee.

b. The Committee shall schedule and hold a hearing with the employee and/or his/her representative(s) within ten (10) days of receipt of the grievance.

c. The Committee shall render its decision in writing within five (5) days after the hearing.

4. Level Four

a. If the Federation is not satisfied with the disposition of the grievance at level three, it may within three (3) days submit the grievance to arbitration by notifying the Committee in writing.

b. Within twenty (20) days of receipt of such notice by the Committee, the parties shall mutually attempt to agree upon the name of an arbitrator. Absent mutual agreement upon an arbitrator, the Federation may, not later than thirty (30) days from receipt of the Committee's decision, request the American Arbitration Association to hear the grievance and to provide a list of arbitrators in accordance with their current Rules of Procedure.

c. The decisions of the arbitrator shall be final and binding on the parties. The arbitrator shall be without power or authority to add to, subtract from or modify the Contract or otherwise requires the commission of an act prohibited by law.

d. The costs of the services of the Arbitrator shall be borne equally by the Committee and the Federation.

e. Documents, communications and record dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

f. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest heretofore referred to in this grievance procedure.

g. The time limits outlined in this procedure may be extended, in writing, by mutual consent of the two parties.

ARTICLE V – ED. TECH. RIGHTS

No non-probationary Ed. Tech. shall be suspended or discharged without just cause. Employees may respond to a written reprimand and attach same to the reprimand. The Federation shall be notified of all disciplinary action and a Federation representative may be present when the action is administered. Discipline of an employee will be of a progressive nature: verbal warning, written reprimand, suspension, discharge. If an offense is serious enough, as determined by the Superintendent or designee, immediate suspension or discharge may ensue.

ARTICLE VI – WORK DAY/WEEK/YEAR

A. The normal workday for Ed Techs shall be six and one half (6 1/2) hours per day, including two (2) paid fifteen (15) minute breaks, and a thirty (30) minute unpaid lunch. Breaks and lunch shall be scheduled by the employee and his/her immediate supervisor

B. The normal work week for employees shall be thirty-two and one half (32 1/2) hours, Monday through Friday.

C. The normal work year for employees shall be 178 school days, which equates to 1,157 hours per school year. The Ed Techs employment contract will based upon 184 days total, comprised of the aforementioned 178 days *plus* 6 holidays as later identified, which equates to 1,196 hours per year.

D. Employees may be required to work on Saturdays or Sundays if school days, lost due to inclement weather, must be made up thereon.

E. Further, in the event the legislature and/or Commissioner/Department of Education mandates an adjustment to the minimum school year with an effective date, such adjustment shall automatically and immediately become effective in the Department on that date and replace the number of days set forth herein. The Sanford Federation of Ed Techs will have the right to negotiate the impact of such adjustments to the employment year. In unforeseen events, the school calendar may be changed with consultation between the Superintendent of Schools and the Federation.

ARTICLE VII – PROBATIONARY PERIOD

The probationary period for an Ed Tech shall be the first 175 school days of actual work in the Sanford Schools, which may fall within two (2) school years. During this time, the Superintendent or designee may release this person without notice.

ARTICLE VIII – PERSONNEL FILES

Employees shall have the right to review contents of their personnel file. With the approval of the employee involved, the Federation may have access to personnel files. No information, except routine material of a non-prejudicial nature, may be placed in a personnel file without the signature of the employee. The employee must sign such material upon receipt before it is placed in the file. The employee's signature indicates receipt of such material, not agreement therewith. The employee shall have the opportunity to respond in writing and have attached any documentation relating to information placed in the file within fifteen (15) school days of receipt of such material.

ARTICLE IX – ED. TECH. LEVEL QUALIFICATIONS AND RESPONSIBILITIES

Ed. Techs provide supportive educational services to certified personnel in Pre-K-12 schools. There are three (3) levels of authorization for the increasing levels of responsibilities for the planning and supervision of students, which require increasing levels of qualifications, as defined below:

A. Ed Tech I

1. Qualifications:
   a. Hold a high school diploma or GED;
   b. Participate in required workshops by request of a principal/supervisor/director; and
   c. Have the ability to relate to students, school personnel and the public.
2. Permitted Responsibilities:
   a. Review and reinforce learning previously introduced by the classroom teacher or appropriate content specialist, or assist in drill or practice activities;
   b. Perform non-instructional, non-evaluative functions;
   c. Assist in the preparation of instructional materials; and
   d. Provide classroom management functions.
3. Job Goal: To assist the teacher in achieving teaching objectives by working with individual students or small groups to help them achieve the skill levels of the class as a whole.
4. Reports to: Assigned Teacher.

B. Ed. Tech II

1. Qualifications:
   a. Document a minimum of sixty (60) credits of approved study in an educationally related field; or, for career and technical education authorization, document a minimum of two (2) years of paid applied employment within the field of assignment;
   b. Document participation in in-service training required in the specialty area of employment; and
   c. Have the ability to relate to students, school personnel and the public.
2. Permitted Responsibilities:
   a. Perform all of the duties of an Ed. Tech. I as outlined above; and
   b. Introduce new learning preplanned in collaboration with the classroom teacher or appropriate content specialist.
3. Job Goal: To assist the teacher in achieving teaching objectives by working with individual students or small groups to help them achieve the skill levels of the class as a whole.
4. Reports to: Assigned Teacher.

C. Ed. Tech III

1. Qualifications:
   a. Document a minimum of ninety (90) credits of approved study in an educationally related field; or, for career and technical education authorization, document a minimum of three (3) years of paid applied employment within the field of assignment;
   b. Document participation in in-service training required in the specialty area of employment; and
   c. Have the ability to relate to students, school personnel and the public.
2. Permitted Responsibilities:
   a. Perform all of the duties of an Ed. Tech I and II; and
   b. Supervise small groups of students in community-based programs.
3. Job Goal: To provide a well-organized smoothly functioning class environment in which students can take full advantage of the instructional program and available resource materials.
4. Reports to: Assigned Teacher.

The School Committee will review, revise and develop new the Ed. Tech job descriptions as necessary, and submit these changes to the Federation for their review prior to approval by the School Committee. Within ninety (90) days of the effective date of the contract, job descriptions shall be made available to all Ed. Techs.

ARTICLE X – LAYOFF AND RECALL

A. Seniority

1. Seniority lists shall be established for probationary Ed. Techs by impact area and then according to this/her level of authorization (I, II or III), and date of most recent hire. A separate seniority list shall be established for non-probationary Ed. Techs by impact area and then according to his/her level of authorization and most recent date of hire. All employees covered by this Agreement will be listed.
2. Seniority shall be defined as the number of years, months and hours of employment in the Department, beginning with the latest date of hire.
3. Seniority shall include all paid and unpaid leaves of absence as set forth in this contract.
4. Date of hire shall be the date on which the employee actually started to work.
5. An employee who moves to another authorization (e.g. Ed Tech I to Ed Tech II or III) will carry over his/her seniority from the former to the new authorization.
6. The seniority lists shall be provided to the Federation by the Department annually or more frequently upon request. The Federation will notify the Department of discrepancies within ten (10) days of discovery of such discrepancy.

B. Impact Areas and Levels of Authorization:

1. Regular Classroom / Media Library
    a. Ed Tech I
    b. Ed Tech II
    c. Ed Tech III

2. Special Education / Functional Life Skills
    a. Ed Tech I
    b. Ed Tech II
    c. Ed Tech III

3. Technology
    a. Ed Tech I
    b. Ed Tech II
    c. Ed Tech III

C. Bumping Rights

An Ed Tech may only bump another Ed Tech within their impact area *and* level of authorization. For example, a Special Education Ed Tech II may only bump the least senior Special Education Ed Tech II; he/she may not bump the least senior Special Education Ed Tech I or III, even if qualified for that authorization level.

D. Layoff

In the event it becomes necessary for the School Committee to lay off bargaining unit members, it shall notify the Federation as promptly as possible.

1. Layoff shall mean the discontinuance of employment of any employee as the result of a position elimination for financial or programmatic reasons. In the event of a layoff, layoffs shall first be absorbed through attrition. Attrition means resignation, retirement or termination.

    a. If attrition does not suffice to cover the layoffs, probationary employees shall be laid off first.

    b. If after the layoff of all probationary employees, there is a need for additional layoffs, non-probationary employees shall be released based upon the seniority list described in A.1 within the area of impact and authorization level.

2. Exceptions within the order of layoff, when required in individual cases, can be made by the Committee for good and justified causes, in which case, the following criteria shall be used: classification, training, experience, and performance evaluation.

3. An employee who is to be terminated due to a lay off shall receive written notice at least thirty (30) days prior to the effective date of layoff.

4. When a reduction in force causes opening in the current positions, the filling of these positions will take place as follows:

    a. All vacant positions, including the authorization level, will be posted for ten (10) business days to all remaining Ed. Techs.

    b. Within those ten (10) days, Ed. Techs must apply in writing for transfer to these openings.

    c. Positions will be filled by an interview process and approved by the School Committee.

    d. After the posting and interviewing process, the remaining displaced Ed. Techs will be reassigned to the remaining vacant positions, based upon their level of authorization and redesign of the position.

E. Recall

1. A laid-off employee shall be eligible for recall for twelve (12) months from the effective date of the layoff within his/her impact area (i.e. regular education, special education, technology), as long as he/she meets the authorization level of the job opening.

2. Employees shall be recalled in reverse order of layoff; the most recent lay-off shall be the first recalled. Recalled employees must meet the position qualifications. If the senior employee does not meet the qualifications for the open position, the employee shall be awarded the next position for which he/she does qualify if still within the 12-month recall period.

3. If an employee does not accept a recall within his/her impact area (regardless of authorization level), then the employee forfeits any further recall rights. For example, a Special Education Ed Tech II must accept any Special Education Ed Tech position for which he/she has the required level of authorization (i.e. Special Education Ed Tech I II or III). If he/she refused the offer, then he/she forfeits all future recall rights. However, if an employee refuses a vacancy outside the impact area laid off from, then he/she does not forfeit recall.

4. Any Ed. Tech who chooses to apply for a vacancy shall be considered for re-employment on the basis of the factors set forth in Section A above and meets the position qualifications.

5. To be eligible for recall, an employee, within thirty (30) days after the effective date of layoff, shall submit his/her name and address in writing to the Superintendent to be placed on the recall list. Employees on the list shall be recalled by seniority, the most senior first within his/her previous impact area. Notice of recall shall be effective if mailed to the address submitted by the employee with a copy to the Federation. The Superintendent must receive acceptance of recall within fourteen (14) calendar days after notification of recall is sent. Unless otherwise provided, all notices provided for in this Article must be in writing and sent certified US mail postage prepaid. The recall list shall be exhausted before any new employee is hired.

6. Educational technicians re-employed within twelve (12) months of the effective date of layoff shall retain their seniority, wage rate and all benefits accumulated prior to the layoff.

ARTICLE XI – OTHER CONDITIONS OF EMPLOYMENT

A. Each Ed. Tech. shall receive a contract consistent with the terms and conditions of this agreement. All Ed. Techs will be appointed by the School Committee no later than July 15th of the contract year, barring unforeseen circumstances.

B. Within the work year, relevant in-service programs shall be offered to Ed. Techs. on teacher workshop days.

C. On designated conference days, teacher workshop days, open houses, and the like, all Ed. Techs. will only be required to work their regular scheduled work hours; e.g. if an Ed. Tech's workday is 8 a.m. to 3 p.m., then that will be his/her workday for the number of work days this contract requires him/her to work.

D. Ed. Techs shall attend workshops as mandated by federal, state or Maine Division of Certification regulations. If an Ed. Tech is required to attend a workshop, they will be given one week's advance notice. All attempts shall be made to schedule such workshops on an early release day or teacher workshop day. In the event the mandated workshop cannot be held on an early release or teacher workshop day, Ed Techs shall be entitled to compensatory time. Compensatory time shall be arranged by the Ed. Tech and his/her program director and shall be redeemed on a subsequent early release or teacher workshop day.

E. The committee agrees to reimburse employees using private vehicles at the committee's request at the maximum allowable rate under the Internal Revenue Service (IRS) by submitting a mileage reimbursement form within 60-days of actual incurrence of the expense.

F. Ed. Techs shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

ARTICLE XII – WAGES

A. The salaries of all Ed. Techs covered by this Contract are set forth in Schedules A1-3 which is attached hereto and made a part hereof.

B. Employees with a hire date prior to January 1 of any given year shall receive step advancement as of the next contract year beginning July 1. If the anniversary date falls after January 1, the employee shall wait until the end of the next contract year.

C. Longevity:

   a. Starting September 1, 2025, $700 longevity payment shall be paid to employee who have completed five (5) years of continuous full-time service to the Committee in an Ed Tech or Teacher role, which is and said longevity is reflected on Schedules A1-3 in the longevity columns as an additional $0.59 per hour on steps 5-9 included in the hourly rate as reflected on Schedule A as 5 Longevity 1.

   b. $1,400 longevity payment shall be paid to employees who have completed ten (10) years of continuous full-time service to the Committee in an Ed Tech or Teacher role, which is and said longevity is reflected on Schedules A1-3 in the longevity columns as an additional $1.17 per hour on steps 10-14s included in the hourly rate as reflected

on Schedule A as 10 Longevity 1. This $1,400 includes the $700 longevity payment (5 Longevity 1) earned between 5 and 9 years of service.

c. A $3,400 longevity payment shall be paid to employees who have completed fifteen (15) years of continuous full-time service to the Committee in an Ed Tech or Teacher role, which is and said longevity is reflected on included in the hourly rate as reflected on Schedules A1-3 in the longevity columns as 15 Longevity as an additional $2.84 per hour on step 152. This $3,400 includes the $1,400 longevity payment (10 Longevity 1) earned between 10 and 14 years of service.

D. Employees may be required to work a longer day based upon the pre-approval of his/her program director. If so, such employees shall be entitled to receive his/her normal hourly rate (see Schedule A) pro-rated for the length of extra time worked.

E. CHITS - If an Ed. Tech. must cover a class for a teacher, the Ed. Tech shall be reimbursed as follows at the end of each semester. Employees will be paid $10.00/hr for all submitted hours to the nearest fifteen (15) minute interval. Hours must be submitted monthly to Administrators, and will to be paid in December and June.

In the event an Ed. Tech is acting as the lead teacher when a substitute teacher is in the room, and the substitute is acting as the Ed. Tech, the building administrator would determine whether CHITS apply or not. If so, the building administrator must inform the Superintendent or designee in writing for payroll purposes.

F. Payment of Wages:

a. Option 1: The employee may elect to be paid in twenty-six (26) equal installments, due every other Friday, except in years when 27 periods may occur.

b. Option 2: The employee may elect to have their pay averaged and paid over twenty-two (22) equal installments, due every other Friday, from September to June, only if doing so does not violate Maine Department of Labor minimum wage laws. Employee portion of benefits (Health, Dental, etc.) will be paid over twenty-two (22) pay periods in this option.

c. Once the employee has chosen one of the above options, it will remain in effect until the employee chooses to change the option. The employee must submit written notice to the Human Resources department on or before May 31, for change in pay option to take effect the following school year.

G. All employees shall receive their paycheck through Direct Deposit and the corresponding deposit stub, including deduction information, shall be emailed to employees bi-weekly.

H. Differential Payments:

a. Employees that work at the Bridge Program for more than five (5) consecutive days, will be paid a $3.00 differential added to their hourly wage

b. Employees that work in the Self-Contained/Behavior Program for more than five (5) consecutive days, will be paid a $1.00 differential added to their hourly wage

ARTICLE XIII – VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall notify to the Federation and make available to the Ed. Techs all known vacancies, including but not limited to transfer and promotional opportunities, as they occur.

B. All positions shall be posted for ten (10) business days and shall be sent to the Federation. The ten (10) business days posting requirement is waived if the vacancy occurs during the month of August. Posting will include a reference to online application portal Job ID number which will delineate the duties of the position, rate of compensation, application process and minimum qualifications for the position.

C. Ed. Techs desiring a change in assignment or transfer to another building may apply for any posted vacancy by submitting a letter of intent for the vacancy on online application portal.

D. In filling vacancies, all non-probationary Ed. Techs currently employed by the Committee shall receive preference on a seniority basis, as defined within "Layoff and Recall" above, provided they are qualified for the position.

ARTICLE XIV – PAID LEAVES OF ABSENCE

A. Paid leave time shall be deducted on an hourly basis in increments no smaller than one-quarter (1/4) of a day. Insurance will continue to be paid while an Ed. Tech is on a paid leave of absence.

B. Holidays

1. The following holidays shall be paid holidays:

   A. New Year's Day
   B. Martin Luther King Day
   C. Memorial Day
   D. Indigenous' Peoples Day
   E. Veterans Day
   F. Thanksgiving Day

2. Whenever any of the holidays listed above shall fall on Saturday or Sunday, the preceding Friday or succeeding Monday shall be observed as the holiday, provided school is not in session. If school is in session and the holiday is not observed, the employee shall be paid for the day.

3. To be eligible for holiday pay under this Article, an employee must have worked the last regularly scheduled day before and the first regularly scheduled day after the holiday, unless the employee has taken such days off pursuant to the paid or unpaid leaves of absence language provided herein.

C. Sick Leave

1. Sick leave is to be used for illness or injury that prevents an employee from performing his/her duties. After 3 days sick leave usage in a pay period, the Department may request medical notes for the purposes of determining whether FMLA should be offered to the employee.

2. Any employee shall advise the Administrator or designee of the use of any sick leave taken no later then sixty (60) minutes prior to student start of the day of absence, where practicable. Employees unable to give such notice shall not be denied use of sick leave.

3. Ed. Techs shall be entitled to fifteen (15) days of sick leave per school year credited on the first day of school whether or not they report for work that day. All leaves and benefits shall be prorated during the first year of employment should employee not commence on September 1 of the contract year.

4. Unused sick leave shall be subject to a maximum accrual of one hundred twenty (120) days. If an Ed. Tech does not use any sick days during the contract year, the Ed. Tech shall have the option of receiving one week's annual pay (calculated as the hourly rate x 6.5 hours per day x 5 days) *or* accumulating the 15 days of unused sick leave. The employee shall give written notice of intent by June 1.

5. The Committee shall provide a written statement for every employee at the beginning of each school year indicating the total number of accumulated sick days. Sick days may be used for disabilities due to pregnancy, child birth, and post-partum recovery provided a physician submits a request in writing stating the specified time needed. In such instances, the employee may not use more sick days than he/she has accumulated.

6. An employee may use up to seven (7) sick days to care for an ill family member; spouse, child/step-child, parent, in-law or sibling who requires his/her care. Employees may use more than seven (7) days with prior approval of his/her immediate supervisor.

7. In the event an employee is transferred, promoted or otherwise takes another position in the bargaining unit, s/he shall carry his/her accumulated sick days.

8. A sick leave bank shall be established for the benefit of the bargaining unit members and administrative team members who suffer non-work related catastrophic illness or catastrophic injury that requires absence from work for an extended period of time. Establishment, maintenance and eligibility for the bank is as follows:

    a. Upon initial employment, employees shall have the option to donate two (2) days to join the bank on or before receipt of their second paycheck.

    b. Participation in the bank shall be voluntary; however, to be eligible to withdraw days from the bank, bargaining unit members and administrative team members must have contributed days to the bank each time there is an opportunity to do so.

    c. Each year (September 1st), the sick leave bank will carry-over days to a maximum of 400 days. Each year (September 1st), the sick bank will be replenished up to the maximum number (400) of days by new employees who wish to contribute to the bank. Any excess days contributed will be for the purpose of establishing membership in the bank.

    d. In order to withdraw days from the bank, a physician's note from a doctor licensed to treat the diagnosed condition, indicating the condition and treatment, must

be furnished to the Superintendent. This request will be reviewed by a committee consisting of two (2) members of the Federation and two (2) members of the Administrative team appointed by the School Committee. In the case of a tie vote, the School Committee will decide and their position shall prevail.

e. The withdrawing member must have a personal catastrophic illness or injury that prevents him/her from working.

f. The withdrawing member must have exhausted all personal leave.

g. The withdrawing member may apply for and be granted up to a total of forty (40) sick bank days.

9. Sick Leave Bank – Immediate Dependent (per FMLA) Catastrophic Illness or Injury

A second sick leave bank shall be established for the benefit of the bargaining unit members who have an immediate dependent family member that suffers a non-work related catastrophic illness or catastrophic injury that requires the family member to be absent from work and requires the immediate care of the bargaining unit's employee for an extended period of time. Establishment, maintenance and eligibility for the bank is as follows:

a. Upon initial employment or created of sick leave bank, employees shall have the option to donate one (1) day and join the Immediate Family Member Sick Leave Bank on or before receipt of their second pay check. THIS BANK IS SEPARATE FROM THE EMPLOYEE'S OWN SICK LEAVE BANK AND CANNOT BE ACCESSED FOR THE EMPLOYEE'S OWN MEDICAL CONDITION. If the employee did not have dependents at the time of initial employment, the employee will have a chance to join the Immediate Family Member Sick Leave Bank upon the first major of event of having a child or getting married.

b. Participation in the bank shall be voluntary; however, to be eligible to withdraw days from the bank, bargaining unit members must have contributed days to the bank each time there is an opportunity to do so. The participates will be asked to replenished the bank when it depletes to 10% of the maximum days.

c. Each year (September 1st), the sick leave bank will carry-over in a maximum of two hundred (200) days. Each year (September 1st), the sick bank will be replenished up to a maximum of two hundred (200) days by new employees who wish to contribute to the bank. Any excess days contributed will be for the purpose of establishing membership in the sick bank.

d. The bargaining unit employee must be an immediate family member of the person who sustained a catastrophic illness or catastrophic injury that prevents the family member from working and requires the personal care of the bargaining unit employee. The employee may be asked to substantiate the direct and immediate relationship to the family member for whom the sick leave bank days are being requested.

e. The bargaining unit employee must have exhausted all sick and personal leave.

f. The bargaining unit employee may apply for and be granted up to a total of fifteen (15) bank days within a one-year period for all combined requests (e.g. and employee may make a request to this sick bank on behalf of more than one immediate family

member, but the total number of days awarded for all requests will not exceed fifteen (15) days in a one year period.

g. A doctor's note from a doctor licensed to treat the diagnosed condition, indicating the condition and treatment, must be furnished to the Central Office to the Superintendent. This request will be reviewed by a committee consisting of two (2) members of the Federation and two (2) members of the Administrative team appointed by the School Committee. In case of a tie vote, the School Committee will decide and their position shall prevail.

10. Any Ed. Tech who has worked ten (10) consecutive years for the Sanford Public School System and at the same time officially retires under the Maine State Retirement System or the Social Security System, shall be entitled to receive Thirty-five ($35.00) dollars per day for each day of unused sick leave while employed by the Sanford School Department to a maximum of 50% of the total accumulation allowed under this Article, "Paid Leaves of Absence, C. Sick Leave, 4."

11. Any Ed. Tech who has completed the following continuous years of service and who does not officially retire under the Maine State Retirement System or the Social Security System, shall be entitled to be paid unused sick leave, should that person resign, as follows:

    a. After 10 years of service, 30% of the accumulation under this Article "Paid Leaves of Absence, C Sick Leave, 4." at $35.00 per day.

    b. After 15-19 years of service, 40% of the accumulation under Article "Paid Leaves of Absence, C. Sick Leave, 4." at $35.00 per day.

    c. After 20+ years of service, 50% of the accumulation under Article "Paid Leaves of Absence, C. Sick Leave, 4." at $35.00 per day.

D. Personal Leave

Employees shall be entitled to three (3) days leave of absence for personal business;

1. Personal days are not intended to be used for matters relating to secondary employment. A personal day can be denied by the Superintendent to ensure that a school would not have an undue hardship regarding school safety and operations.
2. Personal days may not be used to start or extend a vacation period, subject to the Superintendent's reservation of right to grant exceptions as may be warranted.
3. Notification in writing must be given to the direct supervisor or appropriate building principal forty-eight (48) hours before taking such leave day(s). In emergency situations, notification shall be given as soon as possible.
4. Any of the three (3) personal days that are not used will be converted to and accumulated as sick leave to the maximum allowed.

E. Bereavement Leave

1. Employees shall be entitled to up to five (5) days of bereavement leave with pay in the event of the death of his/her spouse, child (including step or foster children), parents (including step, foster parents or in-laws), siblings, grandparents or grandchild.
2. Employees shall be entitled to up to three (3) days of bereavement leave with pay in the event of the death of his/her other immediate family members, including those in the same household as well as aunt/uncle, sister/brother-in-law, nephew/niece and first cousin.
3. Upon approval of the Superintendent, paid days may be granted in the event of a death of a significant other.

F. Ed. Techs may request paid professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon the recommendation of the building administrator. Such paid professional leave is subject to the prior approval of the Superintendent and may not extend a vacation period.

G. Time, as provided by Maine Statute, will be granted for persons called into temporary active duty of any unit of the U.S. Reserves, the Maine National Guard, or the Maine State Guard, provided such obligations cannot be fulfilled on days when school is not in session. Employees shall be paid the net difference between his/her regular pay and that which s/he receives from the State or Federal government.

H. Time required for appearance in any legal proceeding if the employee is required by law to attend if work related, or by subpoena if not work related, shall be compensated at the employee's regular rate of pay. The subpoena or other legal document directing the employee to appear shall be provided to the Superintendent or designee.

I. All employees shall be excused from work and given the time necessary if they are required by law to respond to a jury summons or serve as a juror, and shall be paid the difference between their regular rate of pay and jury duty pay. Employees shall promptly notify the Superintendent or designee upon receipt of such notice to serve and shall return to work promptly following completion or dismissal from jury duty.

ARTICLE XV – UNPAID LEAVES OF ABSENCE

A. Unpaid Leaves of Absence

1. The Superintendent may upon request grant unpaid leaves of absence for the reasons set forth below. Such requests shall not be unreasonably denied. Reasons for denial shall be provided in writing. The employee may appeal the decision of the Superintendent to the Committee. The decision of the Committee shall be final.

    a. Personal reasons, up to one (1) year

    b. Study/career advancement, up to one (1) year.

    c. Child/family care, up to one (1) year.

2. The employee must make written request for any such leave to the Superintendent or designee at least one (1) month in advance of the date the leave is to begin where practicable.

3. By March 1 of the year during which the Ed. Tech is on an approved unpaid leave, the Ed. Tech must have written determination of their intent to return to work the following year or request an extension.

4. Effort shall be made to reinstate the employee, upon return from such leave, to the position s/he held before having taken the leave. In the event it is impossible to return the employee to his/her original position, s/he shall be placed in a same or similar position provided s/he meets position qualifications.

5. Employees on unpaid leaves shall be allowed to participate in group insurance plans at their own expense provided the carrier so allows, and the employee submits payment to the Committee before the first of each month. Employees who fail to pay shall be dropped from the group insurance plan

ARTICLE XVI – PROFESSIONAL DEVELOPMENT

Whenever any Ed. Tech completes an approved college or university course for credit or Continuing Education Units (CEUs), in accordance with all of the requirements outlined below in this article, he/she may request tuition reimbursement using the Course Approval and Reimbursement Form:

A. The maximum individual annual (September 1 – August 31) benefit under this article shall be six (6) credits at the per credit hour rate set by the University of Southern Maine (USM) in relation to the level of degree course enrolled at.

B. In order to be eligible for reimbursement, the course must have the prior approval of the Superintendent. Approval shall be based on whether the program is directly related to the duties to be performed by the Ed. Tech. The decision of the Superintendent shall be final.

C. A grade of B or better must be obtained for reimbursement. For courses in which a pass/fail grade is awarded, a grade of "pass" must be earned for reimbursement. Proof of course grade is by way of an official transcript.

D. Reimbursement will be paid at the lesser of the actual cost of the course or the USM (University of Southern Maine) rate as defined above. Documents required for proof of payment include an invoice from the college/university as well as a cancelled check. The date the reimbursement check is issued will determine to which year the reimbursement applies in relation to the maximum annual benefit defined above.

Education Loan Advancement Program

E. The School Committee shall make available an educational loan/advancement program that will provide advance tuition for any Ed Tech in an academic program leading to an Associates or Bachelors degree at accredited institutions provided a third party billing for the educational loan/advancement is available.

F. In order to be eligible for the educational loan/advancement program, the course must have the prior approval of the Superintendent. Approval shall be based on whether the program is directly related to the duties to be performed by the Ed. Tech. The decision of the Superintendent shall be final.

G. In order to receive such educational loan/advancement, the Ed Tech shall complete an "Employee Payroll Deduction Authorization Form" for each course for which such payment is requested.

H. If the Ed Tech fails to provide written grade notification to the Superintendent within thirty (30) days from the grade being issued, the Ed Tech shall reimburse the School Department in the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the School Department by the Ed. Tech shall be made by payroll deduction in ten (10) consecutive payments or in full to the business office at any time. If the Ed. Tech is no longer employed by the School Department, then any amount remaining shall be deducted from the Ed. Tech's final pay.

ARTICLE XVII – INSURANCE PROTECTION

A. All Ed Techs shall be covered by Worker's Compensation Insurance, at the sole expense of the Committee, to provide benefits, as prescribed by Maine law, to employees injured in the course of employment. During any non-compensated waiting period, Ed Techs may elect to use available sick leave benefits; thereafter, worker's compensation benefits received shall be exclusive.

B. Medical Insurance

1. The Committee agrees to provide single, two-person, adult with child/children, and full family medical insurance coverage, expressly excluding domestic partners and domestic partner children, providing benefit and service levels that are at least comparable to the Harvard Pilgrim HMO 2 Plan. The Committee will pay the following cost of premiums for such coverage:

	HMO 2	HMO 3	HMO 4	POS
Single/Employee + Child(ren)	71%	89%	91%	65%
Family/Employee + Spouse	70%	88%	90%	65%

2. The employee's premium payment shall be on a pre-tax basis.

3. Employees who do not elect such coverage on an annual basis, will receive an annual allowance of five hundred dollars ($500). This allowance will be paid in two semiannual installments, midyear and at the end of the school year provided the employee is still employed by the Committee and has not received insurance benefits from the school during that period. Payment of this allowance is contingent upon the employee providing the Superintendent with proof of medical insurance from another employer or group-sponsored plan annually.

4. If both spouses are employees of Sanford, and one employee declines such health insurance coverage, the Department will pay one hundred percent (100%) of the cost of HMO3 premiums for a single, two person, adult with child/children or family plan for the spouse electing coverage. Such employees will not be eligible for the annual allowance in (3) above. If an employee husband-wife select a higher premium plan, the employee shall be responsible for the excess cost over 100% of the HMO3 coverage level selected.
5. Employees, at their option, may purchase dental and life insurance offered by the Committee at current group rates by payroll deduction.
6. Notwithstanding the provisions of this Article XVII – Insurance Protection, the following provisions shall be implemented:
    a. Upon notification from the School Committee's health insurance carrier that its insurance program will no longer be available, the Federation and the School Committee negotiators shall meet within ten (10) days to make a good faith effort to obtain another health insurance carrier.
    b. If another health insurance program is obtained by the School Committee, the School Committee shall pay the same dollar amounts for monthly premiums as paid under the previous health plan until such time as the parties have negotiated a change, or, if the parties have not been able to negotiate a change and the Agreement has expired, the Board will pay the same dollar amount for monthly premiums as paid under the previous health plan plus up to ten (10) percent, while the parties continue to bargain.
    c. If by the expiration date of the existing health insurance program, the School Committee and the Federation are unsuccessful in obtaining another health insurance program, the School Committee shall pay its share of the existing monthly premium to any participating employee and the payment shall continue until negotiated otherwise.

C. Flexible Spending Account - Starting January 1, 2022, 100% employee paid
D. Starting September 1, 2026, the initial cost of finger printing (not the MDOE portion) will be reimbursed to new employees that are hired for the 2026-2027 school year. The cost will be reimbursed in July, upon the employee signing their 2nd year contract.

ARTICLE XVIII – DUES CHECK-OFF

A. The Committee agrees to deduct, once each pay period, dues from the pay of those employees who individually and voluntarily request and authorize that such deductions be made by completing the AFT Dues Withdrawal Form. The amounts to be deducted shall be certified to the committee by the Treasurer of the Federation, and the aggregated deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the first of the succeeding month, after such deductions are made.
B. The Federation will hold the Committee harmless from any disputes between the Federation and its members relative to the deduction of dues or the employer's failure to deduct dues.

ARTICLE XIX – MISCELLANEOUS PROVISIONS

A. This Agreement incorporates the entire understanding on all matters that were the subject of negotiations. During the life of this Agreement, neither party shall be required to negotiate, unless they agree otherwise, with respect to any matter covered by this Agreement. The parties will otherwise negotiate consistent with the requirements of the statutes of the State of Maine.

B. In the event that any provision of this Agreement is found to be in conflict with any state, federal, or other applicable laws, such law(s) shall prevail and such provisions of the agreement shall be considered invalid and void. Such invalidity shall not affect the validity of the remaining provisions of this Agreement that shall remain in full force and effect.

C. Any individual contract between the Sanford School Committee and an individual Ed. Tech, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement shall be controlling for the duration of the agreement.

D. Whenever notice is required to be given by either of the parties to this agreement, it shall be executed as follows:

1. If by the Federation – then notice shall be delivered to the School Committee and the Superintendent.

2. If by the School Committee – then notice shall be delivered to the Federation through its designated representative(s).

ARTICLE XX – DURATION OF CONTRACT

This contract shall take effect on September 1, 2024 and continue in full force and effect until August 31, 2027, subject to the Committee's and Federation's right to negotiate over a successor agreement.

SANFORD SCHOOL COMMITTEE

Paula Cote, Chairperson

Matthew Nelson, Superintendent of Schools

SANFORD FEDERATION OF ED. TECHS.

Nicholas Ericson, President
Sanford Federation of Teachers

6/4/24
Date

SFT Negotiations Team
Nicholas Ericson, President
Barbara Noone, Vice President
Sandra Hewitt
Rhea McCoy
Vicki Payeur

School Department Negotiations Team
Amy Sevigny, School Committee – Member
Cheryl Fournier, Business Administrator
Matthew Nelson, Superintendent

SCHEDULE A1 – WAGE SCALE

2024-2025 School Year

Ed Tech I	5.00%
Ed Tech II	5.00%
Ed Tech III	5.00%

ADS Step	Years Experience	Step *	Ed Tech I	ET I Longevity	Ed Tech II	ET II Longevity	Ed Tech III	ET III Longevity
E01	0	E01	$16.75	$16.75	$17.28	$17.28	$20.25	$20.25
E02	1	E02	$17.03	$17.03	$17.88	$17.88	$20.49	$20.49
E03	2	E03	$17.20	$17.20	$18.34	$18.34	$20.65	$20.65
E04	3	E04	$17.43	$17.43	$18.69	$18.69	$21.33	$21.33
E05	4	E05	$17.65	$17.65	$19.49	$19.49	$22.00	$22.00
E06	5	E06	$17.83	$17.83	$20.10	$20.10	$22.66	$22.66
E07	6	E07	$18.05	$18.05	$20.94	$20.94	$23.34	$23.34
E08	7	E08	$18.32	$18.32	$21.79	$21.79	$23.98	$23.98
E09	8	E09	$18.32	$18.32	$21.79	$21.79	$23.98	$23.98
E10	9	E10	$18.32	$18.32	$21.79	$21.79	$23.98	$23.98
E11	10	E11	$18.49	$19.66	$21.96	$23.13	$24.17	$25.34
E12	11	E12	$18.49	$19.66	$21.96	$23.13	$24.17	$25.34
E13	12	E13	$18.49	$19.66	$21.96	$23.13	$24.17	$25.34
E14	13	E14	$18.49	$19.66	$21.96	$23.13	$24.17	$25.34
E15	14	E15	$18.49	$19.66	$21.96	$23.13	$24.17	$25.34
E16	15	E16	$18.70	$21.54	$22.20	$25.04	$24.40	$27.24
E17	16	E17	$18.70	$21.54	$22.20	$25.04	$24.40	$27.24
E18	17	E18	$18.70	$21.54	$22.20	$25.04	$24.40	$27.24
E19	18	E19	$18.70	$21.54	$22.20	$25.04	$24.40	$27.24
E20	19	E20	$18.70	$21.54	$22.20	$25.04	$24.40	$27.24
E21	20	E21	$19.45	$22.29	$23.08	$25.92	$25.38	$28.22
E22	21	E22	$19.45	$22.29	$23.08	$25.92	$25.38	$28.22
E23	22	E23	$19.45	$22.29	$23.08	$25.92	$25.38	$28.22
E24	23	E24	$19.45	$22.29	$23.08	$25.92	$25.38	$28.22
E25	24	E25	$19.45	$22.29	$23.08	$25.92	$25.38	$28.22
E26	25	E26	$20.19	$23.03	$23.97	$26.81	$26.36	$29.20

NOTES

* Step scale previously started on Step E01 = 0 Years Experience.

SCHEDULE A2 - WAGE SCALE

2025-2026 School Year

Ed Tech I	5.00%
Ed Tech II	5.00%
Ed Tech III	5.00%

ADS Step	Years Experience	Step *	Ed Tech I	ET I Longevity	Ed Tech II	ET II Longevity	Ed Tech III	ET III Longevity
E01	0	E01	$17.59	$17.59	$18.14	$18.14	$21.26	$21.26
E02	1	E02	$17.88	$17.88	$18.77	$18.77	$21.51	$21.51
E03	2	E03	$18.06	$18.06	$19.26	$19.26	$21.68	$21.68
E04	3	E04	$18.30	$18.30	$19.62	$19.62	$22.40	$22.40
E05	4	E05	$18.53	$18.53	$20.46	$20.46	$23.10	$23.10
E06	5	E06	$18.72	$19.31	$21.11	$21.70	$23.79	$24.38
E07	6	E07	$18.95	$19.54	$21.99	$22.58	$24.51	$25.10
E08	7	E08	$19.24	$19.83	$22.88	$23.47	$25.18	$25.77
E09	8	E09	$19.24	$19.83	$22.88	$23.47	$25.18	$25.77
E10	9	E10	$19.24	$19.83	$22.88	$23.47	$25.18	$25.77
E11	10	E11	$19.41	$20.58	$23.06	$24.23	$25.38	$26.55
E12	11	E12	$19.41	$20.58	$23.06	$24.23	$25.38	$26.55
E13	12	E13	$19.41	$20.58	$23.06	$24.23	$25.38	$26.55
E14	13	E14	$19.41	$20.58	$23.06	$24.23	$25.38	$26.55
E15	14	E15	$19.41	$20.58	$23.06	$24.23	$25.38	$26.55
E16	15	E16	$19.64	$22.48	$23.31	$26.15	$25.62	$28.46
E17	16	E17	$19.64	$22.48	$23.31	$26.15	$25.62	$28.46
E18	17	E18	$19.64	$22.48	$23.31	$26.15	$25.62	$28.46
E19	18	E19	$19.64	$22.48	$23.31	$26.15	$25.62	$28.46
E20	19	E20	$19.64	$22.48	$23.31	$26.15	$25.62	$28.46
E21	20	E21	$20.42	$23.26	$24.23	$27.07	$26.65	$29.49
E22	21	E22	$20.42	$23.26	$24.23	$27.07	$26.65	$29.49
E23	22	E23	$20.42	$23.26	$24.23	$27.07	$26.65	$29.49
E24	23	E24	$20.42	$23.26	$24.23	$27.07	$26.65	$29.49
E25	24	E25	$20.42	$23.26	$24.23	$27.07	$26.65	$29.49
E26	25	E26	$21.20	$24.04	$25.17	$28.01	$27.68	$30.52

NOTES

* Step scale previously started on Step E01 = 0 Years Experience.

**The passing of LD974 created a minimum rate of pay starting September 1, 2025. For any hourly rate above that is below the minimum rate the State minimum rate for Ed Techs will be used.

SCHEDULE A3 - WAGE SCALE

2026-2027 School Year

Ed Tech I	5.00%
Ed Tech II	5.00%
Ed Tech III	5.00%

ADS Step	Years Experience	Step *	Ed Tech I	ET I Longevity	Ed Tech II	ET II Longevity	Ed Tech III	ET III Longevity
E01	0	E01	$18.47	$18.47	$19.05	$19.05	$22.32	$22.32
E02	1	E02	$18.77	$18.77	$19.71	$19.71	$22.59	$22.59
E03	2	E03	$18.96	$18.96	$20.22	$20.22	$22.76	$22.76
E04	3	E04	$19.22	$19.22	$20.60	$20.60	$23.52	$23.52
E05	4	E05	$19.46	$19.46	$21.48	$21.48	$24.26	$24.26
E06	5	E06	$19.66	$20.25	$22.17	$22.17	$24.98	$24.98
E07	6	E07	$19.90	$20.49	$23.09	$23.68	$25.74	$26.33
E08	7	E08	$20.20	$20.79	$24.02	$24.61	$26.44	$27.03
E09	8	E09	$20.20	$20.79	$24.02	$24.61	$26.44	$27.03
E10	9	E10	$20.20	$20.20	$24.02	$24.61	$26.44	$27.03
E11	10	E11	$20.38	$21.55	$24.21	$25.38	$26.65	$27.82
E12	11	E12	$20.38	$21.55	$24.21	$25.38	$26.65	$27.82
E13	12	E13	$20.38	$21.55	$24.21	$25.38	$26.65	$27.82
E14	13	E14	$20.38	$21.55	$24.21	$25.38	$26.65	$27.82
E15	14	E15	$20.38	$21.55	$24.21	$25.38	$26.65	$27.82
E16	15	E16	$20.62	$23.46	$24.48	$27.32	$26.90	$29.74
E17	16	E17	$20.62	$23.46	$24.48	$27.32	$26.90	$29.74
E18	17	E18	$20.62	$23.46	$24.48	$27.32	$26.90	$29.74
E19	18	E19	$20.62	$23.46	$24.48	$27.32	$26.90	$29.74
E20	19	E20	$20.62	$23.46	$24.48	$27.32	$26.90	$29.74
E21	20	E21	$21.44	$24.28	$25.44	$28.28	$27.98	$30.82
E22	21	E22	$21.44	$24.28	$25.44	$28.28	$27.98	$30.82
E23	22	E23	$21.44	$24.28	$25.44	$28.28	$27.98	$30.82
E24	23	E24	$21.44	$24.28	$25.44	$28.28	$27.98	$30.82
E25	24	E25	$21.44	$24.28	$25.44	$28.28	$27.98	$30.82
E26	25	E26	$22.26	$25.10	$26.43	$29.27	$29.06	$31.90

NOTES

* Step scale previously started on Step E01 = 0 Years Experience.

**The passing of LD974 created a minimum rate of pay starting September 1, 2025. For any hourly rate above that is below the minimum rate the State minimum rate for Ed Techs will be used.