

COLLECTIVE BARGAINING AGREEMENT

MT. BLUE REGIONAL SCHOOL DISTRICT – RSU 9

AND

**MT. BLUE REGIONAL SCHOOL DISTRICT
EDUCATION ASSOCIATION**

PROFESSIONAL STAFF

2023-2026

Final Approvals:

8-22-2023 – Mt. Blue Regional School District Board

8-30-2023 - Mt. Blue Regional School District Education Association

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PREAMBLE

Whereas, the Board of Directors and the Association recognize that providing a quality education for all of the children in this District is a mutual aim, and that the character of such education depends in large measure upon the quality, morale and performance of the members of the staff, and

Whereas, both parties recognize that the Board of Directors, under law, has the final responsibility of establishing policies for the District, and

Whereas, both parties recognize that the Superintendent and their staff have the responsibility of executing the policies established, and

Whereas, both parties recognize that the efficient pursuit of the myriad tasks of education require a line-staff relationship, but both parties also recognize that the professional staff should have a voice in the development of policies and protocols that will govern school operations, and

Whereas both parties recognize that the professional teaching staff has the ultimate responsibility in the classroom to provide the best possible education,

Wherefore, both parties to this Agreement agree that the best interests of education will be served by establishing procedures in compliance with Title 26 M.R.S.A., Section 961 and following, State of Maine, to provide for an orderly method of conferring and negotiating in good faith with respect to wages, hours and working conditions and contract grievance arbitration. The parties agree that free and open exchange of views is desirable and necessary in deliberating matters of mutual concern.

ARTICLE I - RECOGNITION

- A. The Board of Directors of Mt. Blue Regional School District, (hereinafter called the Board), recognizes the Mt. Blue Regional School District Education Association/MEA/NEA, (hereinafter called the Association), as the sole and exclusive bargaining representative, as defined in 26 M.R.S.A § 962, for a group of employees consisting of Teachers, Counselors, Librarians, Nurses, Occupational Therapists, Speech Language Pathologists/Therapists, Social Workers, and Board Certified Behavioral Analysts, but excluding all other employees of the Board.
- B. Unless otherwise noted, the term employees shall refer to all professional employees represented by the Association in the negotiations unit as above defined. The term "teacher" shall refer to the certified teachers who are working in that capacity.

ARTICLE II - NEGOTIATION PROCEDURE

- A. The Board agrees to negotiate with the Association pursuant to Title 26, M.R.S.A. Any Agreement so negotiated and, when ratified and signed by both parties, shall apply to all employees within the unit.
- B. The negotiations shall be in executive session unless waived by mutual agreement in the ground rules.
- C. At any time either party to this Agreement wishes to change the terms of the Agreement, it shall reduce the statement of the issue to writing, stating the reasons for the request and submit the written document to the other party. If the proposal to change the Agreement originates with the employees, the written statement shall be delivered to the Superintendent of Schools, and, if the proposal to the Agreement originates with the Board, the written statement shall be delivered to the president of the Association.

Within five (5) working days of the time that the written statement is delivered, if mutually agreed by the parties, the Superintendent of Schools and the Chairman of the Association's Negotiation Committee shall set a date, which shall be no more than fourteen (14) days from the date of the written request, by mutual consent, to discuss the matter.

At these discussions, amendments to the Agreement shall be proposed, may be discussed, and shall be instituted as part of the Agreement upon the mutual consent of both parties to the Agreement and upon ratification of both the Association and the Board.

If no agreement is reached, the original article in the Agreement shall hold through the term of the Agreement and is not subject to mediation, fact finding, or arbitration procedure.

- D. Any changes related to hours, salary and/or working conditions will be negotiated with the Association and mutual agreement shall be reached before implementation. In the event the Board is considering a change in a matter of educational policy, the Superintendent shall provide written notice of such consideration to the Association. If requested in writing by the Association, representatives of the Board shall meet with representatives of the Association for the purposes of meeting and consulting pursuant to Title 26 M.R.S.A § 965. If the Board subsequently adopts a change in educational policy, it shall provide in written notice to the Association and, upon written request, negotiate its impact on wages, hours, and working conditions.

ARTICLE III- EMPLOYEE RIGHTS

Pursuant to Title 26 M.R.S.A. Section 961 and the following, the Board hereby agrees that every employee of the Board has the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Maine, the Board undertakes and agrees that the Board shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of the rights conferred under Title 26 M.R.S.A. Section 961, and following, or other laws of the State of Maine and the United States: that the Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association and its affiliates, collective negotiations with the Board of this institution, of any grievance complaints, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

- A. Nothing herein contained shall be construed to deny or restrict any employee such rights as the employee may have under State of Maine School Laws or other laws or regulations. The rights to employees hereunder shall be deemed to be in addition to those provided for elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantages without just cause, and no employee who has served beyond the probationary period shall fail to have his or her contract renewed without just cause.
- C. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in their office position or employment or the salary or any

increments thereto, then they shall be given prior written notice of the reason(s) for such meetings and shall be entitled to have a representative of their own choosing to advise them and represent them during such meeting. When necessary to suspend an employee, charges shall be presented immediately in writing.

Each employee shall have the right, during any meeting with the Superintendent, Board or any committee, to terminate that meeting when and if the employee believes that the subject matter of the meeting could adversely affect the continuation of that employee in their office, position or employment, or their salary or increments thereto, until that employee is permitted to have a representative of their choosing to be present to advise and represent that teacher during such meeting.

D. Pursuant to Title 20-A, Chapter 508, evaluations conducted and effectiveness ratings resulting from implementation under Chapter 508 shall be performed consistent with the Teacher Evaluation and Professional Growth system adopted by the Board. Employees who are subject to the Board's PEPG evaluation system may challenge their effectiveness rating.

E. Seniority and Reduction in Force

1. At the time the Board determines that there shall be a reduction of bargaining unit positions within the school system, the Board shall notify the Association of the positions to be eliminated and shall give the Association a statement describing the reasons that the positions are to be eliminated.
2. The Association will be given the opportunity to discuss the elimination of such bargaining unit positions with the administration. The final decision pertaining to these matters is the sole prerogative of the Board.
3. Selection for Layoff: Once the Board has made its determination, the staff to be laid off shall be identified by specific criteria.
 - a. Process: The following criteria are preference based and are listed in the order of importance. Whenever the result of a criteria is equal, then the next listed criterion shall be considered until a difference is determined and the candidate with the least qualifications using the criterion below is identified for layoff.
 1. Professional certification
 2. Seniority within the RSU
 3. Employee Evaluation
 4. Advanced degrees

5. Total teaching experience

In case of two or more employees having the same seniority in the RSU 9, the employee having the longest total relevant work experience shall be the most senior employee.

Within the impact area, employees shall be selected for layoff by the above factors referred to in criterion (3a).

b. Impact Areas

1. Grades PreK-8 Classroom teachers
2. Grades 7-12 Classroom teachers by department (Math, Science, English, Social Studies)
3. PreK-12 by specialty subject – Art, Music, Physical Education, Computer Integrationist, Literacy Specialist, Special Education, Health, World Languages, Librarian, Guidance Counselor, Family and Consumer Science, and federally funded positions
4. Speech Language Pathologists/Therapists, Social Workers, BCBAs, and Occupational Therapists
5. Nurses

4. Seniority

- a. Length of service (seniority) shall be based upon continuous employment as an employee within Mt. Blue from the most recent date of hire. When two or more employees have the same length of continuous service, the employee with the greater length of total service, either with the District or outside the District, shall be deemed to have the greater length of service.
- b. An employee's continuous service shall be broken only by voluntary resignation, retirement, or discharge. Approved leaves of absence shall be counted as time towards seniority.

5. Seniority List

- a. The Superintendent/designee shall annually post a seniority list no later than September 30. Employees shall be listed in the impact area in which they currently work by order of seniority, with the most senior employee listed first. Employees will also be listed in any impact area in which they hold an active certification/license for a maximum period of seven (7) years

if the employee has not worked in that impact area / under that certification/license within that period of time.

- b. The Seniority List shall be posted in each building and a copy shall be provided to the Association President. The Association President/designee or the affected employee must notify the Superintendent of any alleged discrepancies in the list by October 31 or within thirty (30) calendar days after receipt of the list whichever is later, otherwise the list shall be deemed to be accurate.

6. Displacement

- a. In order for an employee notified of their pending layoff to be considered for displacing another employee, the employee must have the necessary State of Maine certification, endorsement or license to work in the other area as well as prior experience in the area (department) within the District. Additionally, the employee must be listed in the impact area in which they seek to move into. The same criteria and process used to determine reduction in force will be used to determine displacement rights and shall be followed in the same order of preference. In no event shall a Speech Language Pathologist/Therapist, Occupational Therapist, or BCBA be allowed to displace another employee outside their classification.
- b. Notice of intent to exercise this displacement option must be given in writing to the Superintendent with a copy to the Association within five (5) business days after an employee is notified that they no longer have a position. Within five (5) business days after the employee gives such notification, the Superintendent will notify the affected employee that they are to be displaced and discuss any possible options.

7. Notice of Layoff

- a. A bargaining unit member who is to be laid off shall receive at least ninety (90) calendar days' notice of layoff in writing, sent certified mail, return receipt requested, or hand delivered and signed by the employee.
- b. A copy of the notice of layoff shall be sent to the President of the Association.

8. Recall Rights

- a. Employees will be recalled in the reverse order of layoff. Any employee who is laid off shall have recall rights for any position for which they are appropriately certified/licensed and for which they have prior *work* experience in the area (department) within the District for a period of up to two (2) years. It is the responsibility of the employee to keep their address current in the Office of the Superintendent. If at least two (2) laid off employees are determined by the administration to be qualified, the one with the greatest ability as determined by the Board will be offered the position first. For the purpose of recall, qualification shall be defined as certified/endorsed or licensed in the area. If two endorsements are required, endorsed in one and transitional (conditional) endorsement in the other shall be acceptable.
- b. No new hires in an impact area will be employed until all employees subject to recall have:
 1. Waived recall right in writing
 2. Resigned
 3. Failed to accept within one (1) calendar week of receipt of written notice of recall to the positions offered or within two (2) calendar weeks of the first attempt to deliver the certified letter with a return receipt requested by the District; and/or
 4. Failed to report to work within fourteen (14) calendar days after receipt of the notice of recall unless the provision is waived by the Board.
- c. Should reemployment occur within the recall period, all benefits provided by this Agreement shall be reinstated as though the employee was continuously employed. The provision shall not affect the contract status of an individual nor placement on the salary schedule. Re-enrollment in the medical or dental plans may be subject to each plan's enrollment policy.
- d. Any employee or layoff may continue to participate in the group health insurance program at their own expense according to COBRA guidelines.
- e. Any complaints regarding an employee or by any parents, students, or other persons that warrant further action shall be called to the attention of the employee and promptly investigated. The employee shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by the Association at any meetings regarding such

complaints. No other complaints shall be considered in the reemployment of an employee unless the employee has been notified of such complaint.

Personnel Files

1. An employee shall have the right, upon appointment, to review the contents of their personnel file. An employee shall be entitled to have a representative of the Association or a representative their choice present during such a review. If the employee requests a copy of the documents in their personnel file, one copy will be provided at the board's expense each year. Any additional copies will be at the employee's expense.
2. No disciplinary material related to an employee's conduct, service, character, or personality shall be placed in their personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that they have received such material by affixing their signature to acknowledgement receipt document which will be attached to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
3. The employee shall also have the right to submit a written answer to such materials and their answer shall be reviewed by the Superintendent or their designee and attached to the file copy. The employee shall have up to fifteen (15) days after the receipt of the materials to file a rebuttal.
4. After a period of three (3) years from the time any disciplinary material is placed in the employee's personnel file, the teacher may request in writing to the Superintendent that any disciplinary material be removed. The Superintendent's decision shall be provided in writing to the employee within ten (10) working days from receipt of the removal request, with a copy attached to the specific materials in question.
5. Absent the employee's express written consent, and except as required by law or regulation, disciplinary materials shall not be released or used pertaining to non-district matters regarding employment or recommendations.
6. Any disciplinary material that is rebutted in writing by the employee pursuant to the procedures set forth in Section F. 2. above may be grieved as to its accuracy in the event the document(s) is used in any future matter involving the employee's employment within the District.
7. Evaluation materials shall not be removed from the personnel file.

8. If a grievance is filed concerning action covered by Sections C and F of this Article, the action shall not be considered irrevocable until the grievance procedure under Article III is completed. The filing of a grievance shall not mean that the running of any statutory or contractual time limits is tolled, and it is expressly agreed that all statutory and contractual time limits shall commence with the action asserted by the Board, its agent or representative, whether or not a grievance is filed.

a. All monitoring or observation of professional performance of any employee shall be conducted openly and with full knowledge of the employee.

G. Not later than September 30th, the Superintendent and the President of the Association shall meet to initiate Board policy and regulation regarding the educational advisory committee ("EAC") (Board Policy CEA/CEA-R). The intent of the EAC is to give employees a voice on the policy matters set out in policy CEA and for the committee to bring recommended changes in such matters to the Board for consideration. The EAC shall meet at least 4 (four) times per year.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association, in response to reasonable and timely requests, any information related to bargaining issues. The Board shall make available to the Association any information at its disposal relating to the processing of a grievance. In addition, the Board shall provide employee information outlined in Title 26 MRSA Section 975 within thirty (30) days of hire.

B. No later than September 30 of each year, the Board will provide a list of bargaining unit members their date of hire and seniority, position, worksite, and annual salary.

C. When any representative of the Association or an employee is mutually scheduled by the parties to participate in negotiations, (including grievance proceedings, mediation, fact finding, arbitration), conferences or meetings with the Board and/or its representative, he/she shall suffer no loss of pay or any action which may affect their employment or salary status.

D. The local Association will be permitted to transact its business on school property, provided that this does not interfere with or interrupt normal school operations and that permission is granted by the principal. The local Association has the right to utilize personnel from the State and National levels in the process of transacting such business.

E. The Association and its representative shall have the right to use school buildings at reasonable hours for Association meetings, provided that this does not interfere with or

interrupt normal school operations and further provided that the Principal of the building in question has approved in advance the time and place of all such planned meetings.

- F. The Association shall have the right to use the school facilities and equipment on school property, including personal computers, all types of audiovisual equipment, photocopiers, classroom computers, at reasonable times, when such equipment is not otherwise in use, with the permission of the Principal in each case, and charges will be made for materials used.
- G. The Association shall have, in each building, the right to use a bulletin Board in each existing faculty lounge and employee dining room. The Association may have the right to use the bulletin Board in the Central Office for Association notices with the approval of the Superintendent.
- H. The Association shall have the right to use inter-school mail facilities and school mailboxes, as long as it does not interfere with normal operations.
- I. The Board shall not be expected to assume the cost of purely social events conducted as part of orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate in-service training activity of the Board.
- J. Every school year up to six (6) days of the school year will be allowed for the Association President to attend local, state, or national conferences, or other business pertinent to Association affairs. They shall be excused without loss of pay providing that the Association shall reimburse the Board for the salary of the substitute. A written notification for leave shall be submitted to the Superintendent by the President of the Association three (3) working days prior to the meeting.

ARTICLE V- LENGTH OF SCHOOL YEAR

- A. The work year shall be as follows:
 - 1. For all staff not otherwise noted shall be five days (5) beyond the length of the student year.
 - 2. For Social Workers and BCBAs shall be ten (10) days beyond the length of the student year.
- B. Employees shall be paid in accordance with categories in Section E.

- C. A committee of employees will meet with the Board and Superintendent to meet and consult on the school calendar. The Board reserves the right to establish a school calendar within the limits of Section A.
- D. Employees shall be allowed to attend conventions, conferences, and workshops without loss of pay with prior approval of the Board or its designee.
- E. Extended Work Year Categories/Stipends

- 1. Category 1

Those employees under contract individually to work more than one hundred and eighty (180) days will receive per diem pay.

- 2. Category 2

Those employees needed to work beyond the normal one hundred and eighty (180) days to perform such services as consultative services, diagnostic and testing services with students that constitute a direct continuation of their regular and typical assignments as employees within the district. These people shall also receive per diem pay for these services. Any employee required to attend a student's I.E.P. meeting beyond the 180 workdays shall be compensated at an hourly rate based on their per diem rate calculated on a six hour work day. All time worked is subject to administration approval.

- 3. Category 3 (Extended Year Program)

All employees working the extended year program will be paid at their hourly per diem rate.

- 4. Category 4

Those employees involved in work on regular district curriculum committees involved in researching and writing long term grade and/or subject area curriculum and the enhancement of teaching strategies and methods for the benefit of the entire school system. Since participation in such activities requires specific types of expertise and benefits the school system in the long run, the rate of pay for these activities shall be based on six (6) hours times the committee rate (see Attachment B) per day. A day shall be defined as six (6) direct working hours. If authorized in writing by the Superintendent or designee, technology integrators may work an

additional twenty (20) days per year and shall be compensated for such work at the committee rate times six (6) per day.

5. Category 5

Those employees involved in an approved extended day program activity shall be paid at \$32.00 per hour.

ARTICLE VI - EMPLOYEE HOURS

- A. Employees, as professionals, are responsible for devoting the time necessary to perform their teaching assignments to a professional standard. This includes attending staff meetings, assisting students, consulting with parents, attending open houses, and attending student support meetings when necessary.
1. All employees shall be in their assigned area a minimum of fifteen (15) minutes before the official start of the school day.
 2. All employees will remain on duty in their respective buildings to assist pupils for a minimum of thirty (30) minutes after pupil dismissal unless excused by the principal.
 3. Teachers may be required to attend up to two (2) meetings per month called by the administration, unless excused by the principal.
 4. No meetings will exceed ninety (90) minutes unless agreed upon by a majority of those present.
 5. Evening meetings, if considered necessary, may be called with the approval of a majority of the teachers concerned.
 6. Teachers performing supervisory duties that exceed the time requirements of numbers 1 and 2 above shall be granted compensatory time at a time mutually agreeable with the building principal.

ARTICLE VII- CLASS SIZE

- A. The Board shall set class size at the lowest possible level in compliance with State regulations.

- B. When at all possible, class sizes shall be consistent within a grade level.
- C. If a kindergarten pupil/teacher ratio exceeds 18 to 1, the Board will employ an education technician.

ARTICLE VIII- NON-TEACHING DUTIES

To free teachers for their prime responsibility of teaching in the classroom as defined in paragraph five (5), Preamble to this Agreement, no teacher will be required to perform any non-supervisory duty, specifically, collecting money for insurance or pictures or maintaining registers of enrollment, making out emergency procedure or enrollment forms or cards. Except for nurses, employees shall not be required to administer or dispense medication, either prescription or non-prescription, as part of their daily responsibilities, however all employees may administer emergency medications to students (epipens, etc.) to the extent they are comfortable doing so and are encouraged to provide emergency assistance.

ARTICLE IX - CONDITIONS OF EMPLOYMENT

A. Salaries

1. The salaries of all employees covered by this Agreement are set forth in Attachment A which is attached hereto and made a part thereof.
2. The annual salaries of employees shall be paid in twenty-six (26) installments due every other Friday, except that employees may elect to have their summer pay in one lump sum to be paid on the first payroll in July, with notification to the Superintendent or designee by May 1. Proper payroll deductions shall be made from this check for medical insurance, retirement, Association dues, and other deductions authorized by each employee. In any year in which the end of a contract year and start of the next contract year results in a three (3) week gap between paychecks, the District will provide written notice during the month of June.

Employees will have their paychecks directly deposited to the employee's authorized financial institution and shall receive an electronic notification of the direct deposit to their individual email address.

3. The Board agrees to deduct from employees' salaries money for local, state, and national Association dues as authorized by the teacher in writing on the membership form. Deductions shall be taken in twenty (20) equal installments.

Authorization shall be continuous unless an employee revokes such authorization by giving notice to the Association and the Board between August 15 and September 15 of any year. The Association shall certify in writing to the Board the current rates of local, state and national dues prior to the effective date of the changes. The Association shall indemnify and hold the Board harmless against any claim and suits which may arise by reason of making any such deductions.

4. List of deductions:

- a. Direct Deposit
- b. Tax Sheltered Annuities (Adjustments to 403b contributions are permitted on a quarterly basis). The Board will pay any administrative fees if 403b contributions continue.
- c. Health Insurance
- d. Cancer Insurance
- e. Income Protection-Horace Mann
- f. Individual Retirement Accounts
- g. Association Dues
- h. Life Insurance
- i. Delta Dental Insurance
- j. United Way
- k. Others as permitted by the Superintendent.

5. Charitable contributions that are approved by the Superintendent of Schools and authorized by the teacher during the school year shall be deducted in twenty (20) equal installments from the last twenty (20) payrolls of the school year. No authorization for charitable contributions shall be honored after April 1st. State and Federal deductions shall be taken from all payroll checks at the legal and appropriate levels.

B. Employee's Pay

New employees with experience will be employed at the same salary level as those presently in the system with the same training and experience.

C. Health Insurance

1. The primary health insurance for the current school year shall be Anthem Blue Cross/Blue Shield level UCR MEA Plan.
2. The District will establish a Section 125 Plan including a health insurance program.

3. The District will pay seventy nine and one half percent (79.5%) of the cost of Choice Plus Health Insurance. The employee will have the remainder of the cost deducted from the employee's salary check(s) prior to taxes. If an employee elects the Standard Health Insurance plan, Standard 500 or the Standard 1000, the employee shall pay the difference in the monthly premium cost.
4. Any employee, who chooses to decline the MEA Benefit Trust Plan health insurance coverage and provides proof of insurance coverage outside the employer (other than a subsidized government plan, e.g. Medicare), shall receive a three thousand dollar payment (\$3,000) in 2023-2023, a three thousand, seven hundred fifty dollar payment (\$3,750) in 2024-2025 and a three thousand, seven hundred fifty dollar payment (\$3,750) in 2025-2026 in lieu of insurance coverage. An employee must notify Central Office in writing of their election and said election may not be revoked until the following school year, except as follows. If an employee wishes to reinstate district health coverage due to a qualifying event during the contract year, they must notify the district immediately. Upon notification of the qualifying event, the district will cease the in lieu payment and district health coverage shall be reinstated. Eligible requirements for health benefits are subject to Anthem Blue Cross and Blue Shield policy. The in lieu payment will be distributed in equal bi-weekly installments over the course of the insurance year.
5. The District will pay one hundred percent (100%) of the highest level single subscriber dental insurance provided by Delta Dental Insurance, Plan 5, Coverage A. The employee will have the option to add additional family members their expense through payroll deduction. The District will contribute up to two dollars (\$2.00) per month, depending on the plan chosen, for employees choosing orthodontic coverage.
6. There will be no dual coverage for employees. If an employee is covered under another family members' plan, the employee shall not be eligible for coverage under this article.
7. Individual Medical Reimbursement Account
 - a. In order to enable employees to use pre-tax dollars to pay certain eligible family and health care expenses not covered by insurance, the Board agrees to make available, at employee expense, a medical expense reimbursement account. The account will be administered by the third party administrator pursuant to a Section 125 (cafeteria) plan selected by the Board.
 - b. The medical expense reimbursement plan will be established in conformity with the provisions of Section 125 of the Internal Revenue Service Code.

- c. The Section 125 plan will provide that, annually, not more than sixty (60) days or less than thirty (30) days prior to the beginning of the next plan year each employee will be notified of the opportunity to elect to make changes in the amount of income that is to be deposited to the medical expense reimbursement account (up to the maximum amount allowed under the Board's plan document). Any unused balance remaining in an employee's account at the end of the plan year will revert to the employer.

D. Duty Free Lunch

In the High School and Middle School, each employee will be allowed at least a twenty (20) minute duty free lunch period daily. In the elementary schools in Mt. Blue Regional School District, the Board and the Association mutually agree to hire elementary duty monitors to support thirty (30) minute duty free lunches at the elementary level. Employees will be encouraged to assist principals in finding options that will allow this amount of time. If this cannot be resolved at this level, the Superintendent shall intercede and do everything reasonable to obtain a thirty (30) minute duty free lunch. However, employees are assured of a minimum of twenty (20) minutes duty free lunch in the elementary schools within the District. Employees are to notify their building principal when scheduling prevents the employee from having a duty free lunch.

E. Course Reimbursement

The Board shall pay, at the time of course approval, the full cost of all courses under the following conditions:

1. Graduate courses must be approved in advance by the Superintendent. Other courses must be approved in advance by the Superintendent.
2. Professional staff shall be paid for all tuition incurred for up to a total of nine (9) credit hours annually.
 - a. For staff seeking professional development necessary for maintaining licensure and certification and that is not strictly defined as coursework, the district will cover costs of up to the amount equivalent of nine (9) credits at the University of Maine at Orono graduate course rate annually.
 - b. For occupational therapists, speech language pathologists/therapists, social workers and board certified behavioral analysts, up to \$1000 of the aforementioned costs may be used to defray any and all travel costs to attend

professional development opportunities required for licensure and/or certification and/or recertification that are not available locally or virtually.

- c. In order for funds to be used for travel,
 - i. They must be pre-approved
 - ii. There will be a conversation between building administrator/director and staff regarding possible options. If agreement cannot be reached on a particular option, the Superintendent will review and make the final determination. The Superintendent's decision will be final.
3. The district shall give course approval and reimbursement preference to those employees who are required to take courses necessary for:
 - a. Certification
 - b. Recertification
 - c. Degree program
4. Reimbursement shall not exceed the budgeted amount set by the board.
5. An employee who does not satisfactorily complete a course shall reimburse to the Board the amount given in advance. If an employee fails to reimburse the Board within thirty (30) days of receiving their grade, the Board may deduct the amount owed from the employee.
6. The employee must submit a transcript for completed courses to the Superintendent's Office within three (3) months. If the transcript is not submitted in a timely manner, the Board shall deduct the amount advanced from the teacher's biweekly pay.
7. Tuition shall be limited to the actual cost of the course or the University of Maine at Orono graduate course rate, whichever is less.
8. Should the District require a course which is not offered within the University of Maine System, then the employee shall receive reimbursement for the full cost of the course at the agreed upon site where the course is offered.

F. Expense Sheet

The Board shall reimburse employees for approved travel and conference cost reimbursements on the last Friday of each month provided that the appropriate receipts have been submitted to the Superintendent's Office by the 15th of that month.

G. Parent/Teacher Conferences

The dates for parent/teacher conferences will normally be set at the time of calendar preparation for the next year.

H. Employee Providing Coverage and Notice

Regular employees shall not be asked or required by administrators to cover classes or supervise students of absent employees except in an emergency and only until a substitute can be located. In the event an administrator is unable to obtain a substitute, the administrator may notify employees twenty-four (24) hours before the unfilled temporary vacancy that a request may be made of employees for coverage while a substitute is obtained.

I. Petty Cash Fund

A petty cash fund shall be established in each building for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be approved by the building principal in advance and reimbursed upon submission of receipt of purchase to the principal of an amount not to exceed one hundred twenty dollars (\$120) per employee per year. The petty cash fund is a separate account for each employee and shall not be combined with any other employee accounts. Petty cash shall normally be provided through the District's purchase order system with reimbursement approval by exception.

J. Telephone

A telephone shall be provided in each building where employees may make private professional school-related calls.

K. Placement on the Salary Schedule

For placement on the Bachelors +33 or Masters +30 salary schedule, credits must be earned after the granting of the Bachelor Degree (for Bachelors +33) or after the granting of the Master Degree (for Masters +30). After September 1992, courses must be 400 level or one of the following to qualify for placement on BS +33 and MS +30: Advanced cognitive/coaching models, effective teaching, mainstreaming, cooperative learning, all Board approved in-service courses. The announcement of Board approved in-service courses shall indicate if the course will count towards advanced placement on another salary scale.

L. Budget Cuts

Employees and coaches will normally be notified by their principals/athletic directors of any items cut from their budgets prior to the start of the school year.

M. Proration of Benefits for Part-time Employees

Part-time employees shall receive compensation and eligible benefits on a prorated full-time employee basis. Part-time employees who work less than half time are not eligible for health insurance due to the health insurer's restriction. If requested by the principal a part-time employee is expected to attend early release or staff meetings unless excused. The rate of pay shall be thirty-two-dollars (\$32.00) per hour.

N. Resignation

When a member of the bargaining unit resigns in August, they must give up to 30 student days' notice. If they resign during the school year, they must give 45 student school days' notice.

ARTICLE X - EMPLOYEE ASSIGNMENT

- A. All non-probationary employees nominated by the Superintendent and elected by the Board will receive salary notifications in the month of April.
- B. In case an employee has requested reassignment, or a need for reassignment exists, the grade and school assignment may be omitted by mutual agreement between the employee and the Superintendent. No changes in the employee's assignment may be made later than June 15th unless it is by employee request or such a change is necessitated by an emergency; i.e. a drop in enrollment or financial loss in revenues. Every effort will be made so that employees will not be involuntarily transferred. In the case of involuntary change after June 15th, the Association and any employees affected shall be notified in writing within five (5) calendar days of the knowledge of such a change and upon the request of the employee and/or the Association the changes shall be promptly reviewed by the Superintendent or designee. The employee affected and a representative of the Association, upon written request, shall be given the results of the review and the Superintendent's determination including the reasons for the transfer. In the event of any disagreement as to need for such a change in assignment, the dispute shall be subject to the grievance procedure without recourse to arbitration.

- C. Employees shall not perform work beyond the scope of their credential or license without approval of the Superintendent and the MDOE. The Board shall not require employees to perform work that would cause them to violate their credential or license.
- D. Schedules of employees who are assigned to more than one (1) school shall be arranged among the employees and the affected administrators. If a disagreement exists over a tentative schedule, the parties involved shall meet with the Superintendent whose decision shall be final. Such employees shall be notified of any changes in their schedule as soon as practicable.
- E. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one school per day, shall be reimbursed for all travel at the average of the mileage reimbursement rates of the Internal Revenue Service (I.R.S) and the State of Maine mileage reimbursement as of September 1st of each year, under the following guidelines.
 - 1. All required miles traveled from the employee's first school of assignment to the employee's last school of assignment on any given day shall be eligible for reimbursement. For example, mileage from home to the first school assignment is not reimbursable.

F. Individual Contracts

All individual contracts with employees shall contain the following paragraph:

“The contract is subject to the provisions of the comprehensive contract which exists between the Board of Directors of Mt. Blue Regional School District and the recognized representatives of the professional staff in the District”

G. Peer Observation

Whenever an employee is involved in peer observation, the employee may be relieved by a substitute for the observation block.

ARTICLE XI- VOLUNTARY TRANSFER AND REASSIGNMENT

- A. Each year, before the last day of January, the Superintendent shall have forms distributed to each employee in which the employee will designate:
1. Present school assignment
 2. Desire to remain in the assignment
 3. Request for reassignment of grade, subject and/or school
 4. Any expected change in degree status which would affect the base salary.
- B. Employees may file a request for voluntary reassignment promptly after a vacancy is posted or at the time of the January form described in Section A above. All requests from qualified and certified candidates will be considered on the same basis as applications from external candidates. Those internal candidates will be guaranteed an interview but not necessarily a reassignment. Voluntary requests for reassignment do not guarantee a transfer.
- C. During the school year, the Association will be notified of any openings (new or otherwise) at least five (5) business days before being posted externally, except in cases of emergency as determined by the Superintendent and President of the Association that become vacant after the close of the school year may be posted internally and externally at the same time. Vacancy openings shall be electronically sent to all MBRSD employees.

ARTICLE XII- LEAVES

A. Personal Leave

The following provisions shall govern the use of personal leave:

1. Number of Days –
 - a. Each employee shall have three (3) days of personal leave per contract year which may be used for any reason.
2. Request / Notice –
 - a. Beginning August 1st, employees may request personal days for the upcoming school year utilizing a form available from the central office.
 - b. Except in bona fide emergencies, an employee seeking to use a personal day shall submit a request for personal leave to the Superintendent at least five (5) calendar days in advance. The Superintendent/designee will date stamp

each leave request and process the requests in the order in which they are received.

3. Limit on Personal Days that May be Granted –

- a. In an effort to ensure adequate staffing and critical services for students, to reduce the need for coverage from other staff, and to minimize the loss of planning time for staff, the following limits of personal leave shall apply. The intent of this provision is to ensure that not more than twelve (12) employees in the bargaining unit will be approved for personal leave across the district on any given day:
 - i. 2 (two) per PreK-5 building, with the Wilton schools being the exception due to shared staff, 3 (three) for Cushing and Academy Hill Schools
 - ii. 3 (three) for Mt. Blue Middle School
 - iii. 2 (two) for itinerants (professional staff not otherwise identified who work in multiple buildings)
 - iv. 2 (two) for Occupational Therapists, Speech Language Pathologists/Therapists, Social Workers and Board Certified Behavioral Analysts
 - v. 5 (five) for Mt. Blue Campus

Once a day's quota is filled; all other applications received for that day may be denied. The Superintendent may, in their discretion, approve personal day requests beyond the 12-per-day limit if satisfied that there is adequate coverage and the absence, if granted, will not negatively impact students or the planning time of employees. The Superintendent's decision to grant or deny a request beyond the 12 per-day quota shall not be subject to the grievance article or to arbitration.

- b. Taking planned leave days on staff workshop days, Parent Teacher Conference or Open Houses days is only permitted on such days in bona fide emergencies and for significant personal events that cannot be scheduled at another time.

4. Unused Personal Days –

Unused personal days shall not carry over from year to year.

B. Sick Leave

1. Employees shall be allowed fourteen (14) days of sick leave per year cumulative to two hundred twenty (220) days; to be charged in one-half (1/2) day increments.
2. Each employee shall be notified at the beginning of the school year via their payroll advice slip as to his or her accumulated sick leave.
3. Sick leave benefits shall be available for use in case of illness of the employee's immediate family which shall include parents, spouse and children.
4. The Superintendent or their designee, at their option, may require a physician's certificate as a condition for payment for sick leave in excess of five (5) consecutive days of sick leave.
5. After investigation and upon notification to the employee, the Superintendent or their designee may request a physician's certificate for any employee whose absenteeism may indicate a pattern of sick leave abuse.

C. Sick Leave Bank

1. The purpose of the sick leave bank is to provide income protection for sick leave bank members who, because of prolonged illness or disability, have exhausted their accumulated sick leave benefits and are unable to return to work. Probationary employees who are sick leave bank members are limited to a total of five (5) days per year from the bank unless an exception for more days is granted by the Sick leave Bank Committee.
2. During September of each year, every teacher will be given the option to opt out of becoming a member of the sick leave bank for the year by donating one day of their sick leave to the bank. Membership entitles the employee to apply for additional sick days from the Bank. Failure to become a member during the enrollment period will disqualify the employee from applying to the bank for additional days during the year.
3. The Sick Leave Bank will contain a minimum of two hundred ten (210) days on October 1. The District will contribute any days necessary to attain this minimum. At the beginning of each year a new sick leave bank will be established with any unused days from the previous year removed.
4. In the situation where the sick bank committee cannot reach a decision, the issue will be taken to the Board for a final decision. This discussion is to occur in executive session and is NOT intended to follow the grievance procedure, meaning

all parties remain for the entire discussion. As with committee decisions, this decision shall be final and is not grievable under the provisions of Article III-Grievance Procedure.

5. The Sick Leave Bank Committee shall be composed of the Superintendent or designee, a Board Member, and two (2) members of the Association's Executive Committee. A majority vote of the Committee is required for days to be granted from the Bank. The decision of the Committee shall be final and is not grievable under the provisions of Article III-Grievance Procedure.
6. Any sick leave bank member who has used all of their accumulated sick leave may apply to the Sick Leave Bank Committee for additional days by submitting a request, along with written medical certification with sufficient detail for the Committee to determine eligibility. The application should be sent to the Association President.
7. A sick leave bank member may request additional days for other health-related issues by submitting the request in writing to the Sick Leave Bank Committee. If the Committee agrees with the request, it shall forward its recommendation for an exception to the Board of Directors, whose written decision shall be final.

D. Parental Leave

1. Paid leave - In addition to sick leave (for documented medical reasons), staff may use up to 30 workdays of sick leave for newborn or adopted children for up to a total of 12 weeks per family (30 days per employee, total of 2 employees per family)
 - a. Must be taken within 6 months (meaning starting and ending) following birth, placement or adoption
 - b. Superintendent must be given 90 days' notice regarding taking this leave whenever possible
 - c. One leave benefit per event regardless of the number of involved children
 - d. Runs concurrently with state and federal medical leave
 - e. Part-time employees receive pro-rated leave
 - f. Leave must be taken in one continuous block except for the first 5 days, which may be taken concurrently for both parents. After which, one parent may take up to 25 additional days following the expiration of the thirty days for the other parent.
 - g. Proof of event must be provided
 - h. No conversions or saving of this leave, and it is NOT payable upon separation from employment for any reason

- i. If more than one member of this CBA is a parent to this child, the total number of days may not exceed 60 (30 apiece) and may require days prior to the arrival event
 - j. The Sick Bank may not be used for this.
- 2. Unpaid leave - Continuing contract employees may request unpaid leave for caring for a newborn or newly adopted child
 - a. Intended to cover beyond any state or federal medical leave to the extent such leave is available to the professional staff member
 - b. Maximum unpaid leave - 1 year with exceptions as noted below, starting and ending within 12 months of the child's arrival
 - i. If an employee begins unpaid leave for a birth or an adoption during the 4th quarter of the school year, they may return either
 - 1. any day up to the conclusion of the first semester during the following school year OR
 - 2. the beginning of the next school year (meaning the leave may be more than one year)
 - c. Superintendent must be given one month's notice; they may approve it if it involves 30 work days or less, otherwise it must go to the Board
 - d. May only be given if the staff member can prove they are the primary caregiver
 - e. Leave must be in one continuous block
 - f. Timing should, whenever possible, coincide with the end/start of a quarter or semester
 - g. If the leave is intended to last more than 30 days, the staff member must provide one month's notice
 - h. Staff returning from unpaid leave will be returned to the same or similar position within their endorsement area
 - i. Health insurance may be continued during unpaid leave at the employee's expense
 - j. Unpaid leave shall not count as service for seniority or compensation

E. Bereavement Leave

In case of death of a member of the immediate family (immediate family is defined to include parents, parents in law, stepparents, grandparents, husband, wife, child, brother, sister, or any relative residing within the household of any employee), the employee shall be excused without loss of pay, for an absence up to five (5) school days following the death of the family member. The person can apply for additional days in case of the death of any other person whose funeral an employee attends; such employee may be excused without loss of pay, for an appropriate period not to exceed one (1) day. In order to receive

bereavement leave, an employee must complete the appropriate leave request form as soon as practical.

F. Jury Duty

Employees shall be granted a paid leave of absence any time they are required to report for jury duty or jury service during a normal working day.

G. Military Leave

Employees who are called into active military service while in the employ of Mt. Blue Regional School District shall be given credit for the number of years of service on military leave as years of credit on the salary agreement.

In the event an employee is called into active military service, the employee may elect one of the following:

1. Leave without pay from Mt. Blue Regional School District, or
2. Leave with pay from Mt. Blue Regional School District, with the employee reimbursing the District for any military pay received.

H. Sabbatical Leave

Sabbatical leave with one-half (1/2) of that employee's contracted salary rate for the length of absence may be granted by the Board of Directors for up to one (1) year after the employee has completed seven (7) years of continuous service with Mt. Blue Regional School District. Time on sabbatical leave does not count as a year of experience on the salary schedule. Applications for sabbatical leave shall be filed with the Superintendent of Schools on or before December 15 and the Board of Directors shall act upon the applications on or before February 15.

The employee shall receive, in addition to one-half (1/2) of their contracted salary rate, one-half (1/2) of the District's health insurance coverage. Any employee accepting sabbatical leave shall enter into a notarized legal agreement with the Board which shall provide that if a employee on his or her own volition does not complete one full year of service for the Board upon completion of the sabbatical, the employee shall return to the Board all salary received while on sabbatical leave and the dollar value of the fringe benefits provided by the Board.

Sabbatical leave proposals shall be reduced to writing by the employee and discussed with the Superintendent prior to this becoming a Board agenda item. The employee and their representative, if they wish, shall have the opportunity to discuss the proposal with the full Board. The decision of the Board of Directors shall be final and not subject to the grievance procedure.

I. Other Paid Leave

1. Additional paid leave may be granted by the Superintendent. The employee shall apply on the appropriate form supplied by the Superintendent. The Superintendent may grant additional leave at no pay, at the employee's per diem less the cost of the substitute, or at the teacher's per diem rate.
2. The Board shall observe all State and Federal Statutes and provisions in accordance with the Family Medical Leave Act (FMLA). An employee taking leave to which they are entitled under FMLA may use, at their discretion, any paid leave earned under this Agreement for any unpaid FMLA leave. The Board shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under FMLA without consent of the employee.

I. Leave Without Pay

1. Leave of absence

- a. Leaves of absence without pay may be granted at the discretion of the Board. Seniority, sick leave accumulation and scale placement benefits to which a employee was entitled at the time of such leave of absence commenced may be restored to them upon return from said leave and they shall be assigned to the same position, if available, which they held at the time the leave commenced, or if not, to a substantially equivalent position. All leave requests and grants shall be in writing.
- b. An employee on any unpaid leave shall be responsible for reimbursing the Board the total employer's cost of insurance benefits on a per diem basis. It is understood that the ratio used shall be the number of leave days which are unpaid compared to the number of days in the total work year (180).

ARTICLE XIII- PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

- B. Whenever any action is brought against an employee before the Commissioner of Education of the State of Maine which may affect employment or salary status, the Board shall reimburse the employee for the cost of their defense in any action except when the employee is found guilty.
- C.
1. The Board shall provide coverage for employees under its liability policy.
 2. The Board shall give support to the employee including legal and other assistance for any assault upon the employee while acting in the discharge of their duties.
 3. When an employee is absent due to student assault or an accident caused by any hazard for which the District could be responsible, the employee shall be guaranteed the following:
 - a. During the term of recovery, the employee shall be assured of their contracted salary.
 - b. Time not covered by Workers' Compensation Insurance shall not be deducted from an employee's sick leave or from the sick leave bank.
- D.
1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.
 2. Such notification shall be immediately forwarded to the Superintendent of Schools who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved. The Superintendent shall act in appropriate ways as liaison between the employee, the policy, and the courts.
 3. Such oral report shall be followed by a written report by the employee as soon as possible.
- E. The Board shall reimburse employees for the reasonable cost of clothing or other personal property loss, stolen, vandalized, damaged, or destroyed while the employee was acting to the discharge of their duties within the scope of their employment, providing that said property was under the prudent supervision of the teacher. The maximum reimbursement will be the amount of the employee's insurance deductible or two hundred fifty dollars (\$250) whichever is less. It is understood that an employee must submit a claim to the employee's insurance carrier for payment and/or file a police report in any instance involving theft or vandalism before the Board has any financial responsibility.
- F. Certification Fees
- Employees shall be reimbursed for initial certification when hired or if the district requests an employee to move to a position requiring a different certification.

G. Recertification Fees

Employees shall be reimbursed for the fee charged by the State for recertification for the employee's primary certification. The employee shall pay the cost for any additional certification endorsements. If the employee leaves employment prior to the commencement of the subsequent employment year, the employee shall reimburse the District for any recertification fees paid.

ARTICLE XIV- MANAGEMENT RIGHTS

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

Nothing in this Agreement shall interfere with the right of the Board to continue to use contracted services for Social Work, BCBA, Occupational Therapist, or Speech Language Pathologist / Therapist services when the Board cannot fill a vacancy following standard hiring processes. It is understood that the need for such services may increase or decrease over time based on the needs of students. The Superintendent / designee will inform the Association President when the need to subcontract work becomes apparent, will review the efforts to hire an employee before an outside contractor, and will supply a copy of the contract with the outside provider upon request. Any contract issued will be for a temporary period (not to exceed one school year).

ARTICLE XV- EMPLOYMENT OF RETIRED EMPLOYEES

A. Definition

A retired employee is defined as any employee who was eligible to retire, who retired and served employment, who is receiving retirement benefits from the Maine Public Employees Retirement System, and has returned to employment pursuant to MPERS Rule 410.

- B. Any retired employee hired or re-hired by the Board shall be hired as a probationary employee pursuant to 20-A M.R.S.A. § 13201 and shall serve a two (2) year probationary period. The terms and conditions of the Agreement pertaining to the probationary employee shall be controlling.
- C. With respect to the initial placement on the salary schedule, the employee shall be placed on the salary schedule consistent with the District's policy for initial salary placement.
- D. The employee's seniority date for the purposes other than placement on the salary schedule referred to in paragraph 2 (including but not limited to reduction in force) shall

be based on continuous employment in Mt. Blue as of the most recent date of hire or re-hire.

- E. If the employee was previously employed by the District, there shall be no entitlement to any previous benefit accruals including but not limited to sick leave, eligibility for other leaves, and no credit for previous experience for such benefits shall be given.
- F. All other terms and conditions of the Agreement shall, to the extent applicable, be controlling.
- G. If any provision regarding the re-employment of retired employees contained in this section is amended by the Maine Legislature, the provision shall be modified pursuant to the applicable law.

ARTICLE XVI - RETIREMENT BENEFITS

A. Primary Retirement Benefit

Employees who retire (who are full benefit eligible and are of normal retirement age) from Mt. Blue Regional School District may receive all salary and any other compensation due to them no later than the second payroll in July. Upon retirement and at the end of the employee's employment contract, an employee shall receive payment on the last day of employment for up to one-third of accumulated sick leave not to exceed forty five (45) days of the employee's per diem rate of pay if notice to retire is given before March 15. In no event shall such payment exceed \$15,000. Employees shall be allowed to contribute 90 days of accrued leave to MPERS toward creditable service, as provided by retirement system rules.

B. Supplemental Retirement Benefit

The Mt. Blue Regional School District Board of Directors and the Mt. Blue Regional School District Education Association agrees to the following supplemental retirement benefit in addition to the primary benefit outlined in section A above.

1. Amount of Benefit

For each five (5) years of continuous service to the Mt. Blue Regional School District, the Board will make an annual payment to the employee to help defray the cost of health insurance. The amount during the 2023-24 year will be \$4,000, and for each of the two subsequent years (2024-25 and 25-26), the amount will be \$4,500, towards single subscriber coverage under the Choice Plus Health Plan of the MEA Health Trust from the effective date of retirement up to the age of sixty-five (65). For example, if you have

worked 15 continuous years immediately prior to retirement, you would qualify for 3 years of payments (\$4000, \$4500 and \$4500 respectively).

The change in amount will apply to all retired employees eligible to receive this supplemental retirement benefit.

2. Qualifications

An employee must be eligible to retire, retires pursuant to the requirements of the Maine Public Employees Retirement System, which includes reaching full retirement age as defined by the Maine Public Employees Retirement System, and does not engage in any future regular part-time or full teaching while receiving this benefit. If the employee returns to regular employment in any capacity covered under the Maine Public Employees Retirement System, the employee will reimburse Mt. Blue Regional School District for all expenses provided under this agreement;

3. Required Notice of Retirement

To receive this supplemental retirement benefit, employees must provide notice of retirement and request this retirement benefit in writing to the Superintendent or Assistant Superintendent not later than March 15th. The benefit is only applicable to those eligible teachers who meet the March 15 deadline.

4.

This additional retirement benefit is only for employees who retire at the conclusion of the school employment year and immediately receive regular retirement pension benefits from the MPERS.

ARTICLE XVII – GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the meaning or application of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration with their Association representative present.

B. Definitions

1. A "grievance" is an alleged violation of this Agreement or any dispute with respect to the meaning or application of the specific terms of this Agreement.
2. A "grievant" is the employee covered by this Agreement who files a grievance or the Association.
3. A "party in interest" is the employee or employees making the claim, any person who might be required to take action, or any person whose action might be taken against in order to resolve the claim.
4. "Days" shall mean weekdays, Monday through Friday, excluding legal holidays, starting at 12:01 AM and ending midnight 12:00 AM.

C. Time Limit

1. The number of days indicated at each level should be considered as maximum and every reasonable effort, consistent with the best interests of both parties and the school system, should be made to expedite the process. The time limits may be extended by mutual agreement in writing.
2. A grievance will be deemed waived unless submitted in writing within thirty (30) weekdays, not including vacations and holidays, after the grievant first knew, or should have known, of the events or conditions constituting the alleged grievance.
3. Time is of the essence in the filing and processing of all grievances under this Article. Failure on the part of a grievant to make timely filing or to strictly adhere to all further time requirements in the processing of a grievance shall constitute a waiver of any grievance and shall be a complete bar to arbitration. No arbitrator shall have the authority to waive, amend, modify, interpret or adjust the time requirements set forth herein. Failure on the part of the Board or its agent to respond to a grievance in the time specified shall automatically give the grievant access to the next step of the procedure.

D. Informal Procedure

1. If an employee feels that they may have a grievance, they shall first discuss the matter with their principal or other appropriate supervisor in an effort to resolve the problem informally.
2. If an employee is not satisfied with such disposition of the matter, they shall have the right to discuss the matter with the Superintendent in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One - Principal /Appropriate Supervisor

- a. If the grievant is not satisfied with the outcome of the informal procedure, they may present their claim as a formal grievance in writing.
- b. The principal/supervisor shall, within five (5) days after receipt of the grievance, render their decision and the reason(s) therefore in writing to the grievant, with a copy to the President.

2. Level Two - Superintendent of Schools or Designee

- a. If the grievant is not satisfied with the resolution of the grievance at Level One, they may, within ten (10) days after receipt of the Level One response, file their grievance with the Superintendent or designee.
- b. The Superintendent or designee shall, within ten (10) days after receipt of the grievance, meet with the grievant for the purpose of resolving the grievance.
- c. The Superintendent or designee shall, within five (5) days after meeting, render their decision with the reason(s) in writing to the grievant, with a copy to the President.

3. Level Three - Board of Directors

- a. If the grievant is not satisfied with the resolution of the grievance at Level Two, they may, within five (5) days after receipt of the Level Two response, appeal the decision of the Superintendent or designee to the Board.
- b. The Board at the next possible board meeting (meaning with adequate time to add this to the agenda) or at a special meeting will, within twenty-three

(23) calendar days after receipt of the appeal, meet with the grievant for the purpose of reviewing the grievance.

- c. The Board shall, within ten (10) days after meeting, render its decision with the reason(s) therefore in writing to the grievant, with a copy to the President of the Association.

4. Level Four - Arbitration

- a. If the grievant(s) is/are not satisfied with the disposition of the grievance at Level Three, they may, within five (5) days after receipt of the Level Three response, request in writing to the President of the Association that the grievance be submitted to arbitration.
- b. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within fifteen (15) days after receipt of the Level Three decision, notify the Board of its intent to request arbitration.
- c. The Board, through its representative, and the Association, through its representative, shall within ten (10) days after the notification in b. above, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association may, within ten (10) days after notification to the Board, request the services of the Labor Relations Connection for resolution using its rules and procedures.
- d. The arbitrator selected shall confer promptly with the representatives of the Board and the grievant, and shall review the record of the prior meetings and shall hold such hearings with the grievant and the Board as they shall deem requisite.
- e. The arbitrator shall, within thirty (30) days after the hearing, render their decision in writing to all parties in interest, setting forth their findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify the provision of the Agreement and shall confine any decision to the meaning of the specific written contract provision(s) which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, interferes with statutory duties of the Board or violates the terms of this Agreement.

- f. The cost of services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Employees to Representation

1. The grievant or parties in interest who are part of this bargaining unit may only be represented by a person approved by the Association.
2. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance by reason of such participation.



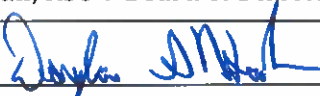

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant. The Association shall hold the Board and its designee completely harmless against any claims or suits of any nature which may arise by reason of the Board's compliance with this specific section.
2. Any meetings or hearings under this procedure shall be conducted in private and shall include only such parties in interest and the designated or selected representatives, heretofore referred to in this procedure.
3. If a grievance affects a group of employees, the Association may submit the grievance in writing beginning with Level Two of the formal procedure and the Association may continue to process the grievance through the remaining levels of the procedure. A grievance affecting an individual may start at Level Two if it was established through the informal process that the principal/appropriate supervisor is not authorized to settle the grievance.

ARTICLE XVIII - DURATION

- A. This Agreement shall become effective on the date signed and shall continue in full force and effect until midnight on the 31st day of August, 2026. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

- B. If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
- C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Chairperson and President and attested to by the respective Chairperson of their negotiation teams.

| | |
|--|--------------|
|  | 19 OCT. 2023 |
| President, Mt. Blue Regional School District Education Association | Date |
|  | 10/24/2023 |
| Chair, RSU 9 Board of Directors | Date |
|  | 19 OCT. 2023 |
| Chair, Negotiations Team - Mt. Blue Regional School District Education Association | Date |
|  | 24 Oct 2023 |
| Chair, Negotiations Team - RSU 9 Board of Directors | Date |

Attachment A
2023-2024 Salary Schedule

| Step | Bachelors | Bachelors +33 | Masters | Masters +30 | OT/SLP/BCBA /LCSW/LCPC | Years Exp for Initial Placement |
|------|-----------|---------------|---------|-------------|------------------------|---------------------------------|
| 1 | 40,800 | 41,820 | 43,350 | 45,900 | 50,000 | 0 |
| 2 | 42,024 | 43,075 | 44,651 | 47,277 | 51,500 | 4 |
| 3 | 43,285 | 44,367 | 45,990 | 48,696 | 53,045 | 5 |
| 4 | 44,583 | 45,698 | 47,370 | 50,156 | 54,636 | 10 |
| 5 | 45,920 | 47,069 | 48,791 | 51,661 | 56,275 | 11 |
| 6 | 47,298 | 48,481 | 50,254 | 53,210 | 57,964 | 12 |
| 7 | 48,717 | 49,935 | 51,762 | 54,807 | 59,703 | 14 |
| 8 | 50,179 | 52,434 | 53,315 | 56,451 | 61,494 | 16 |
| 9 | 51,684 | 52,977 | 54,915 | 58,145 | 63,339 | 18 |
| 10 | 53,235 | 54,566 | 56,562 | 59,889 | 65,239 | 20 |
| 11 | 54,832 | 56,203 | 58,258 | 61,686 | 67,196 | 22 |
| 12 | 56,476 | 57,889 | 60,007 | 63,537 | 69,212 | 24 |
| 13 | 58,171 | 59,625 | 61,807 | 65,442 | 71,288 | 25 |
| 14 | 59,916 | 61,414 | 63,661 | 67,406 | 73,427 | 26 |
| 15 | 61,714 | 63,256 | 65,571 | 69,428 | 75,629 | 27 |
| 16 | 63,565 | 65,155 | 67,538 | 71,511 | 77,898 | 30 |
| 17 | 65,472 | 67,109 | 69,564 | 73,656 | 80,235 | 33 |
| 18 | 67,436 | 69,122 | 71,651 | 75,866 | 82,642 | 34 |

Years of experience are for initial placement ONLY. After initial placement on the scale, employees will move one (1) step up with each additional year of experience.

The following statement refers to returning staff:

LSW and LSX will receive their 2022-23 salary (\$63,653) for the first year and on BA step 17 in year 2.

LMSW would be placed in the MA track where they would earn a raise from 2022-23 to 2023-24.

BCBA and SLP - placed on step 14; OT - placed on step 12; LCSW - placed on step 11; LMSW placed on step 15;

Anyone previously on step 18 will receive a 3% increase over step 18.

Attachment A
2024-2025 Salary Schedule

| Step | Bachelors | Bachelors +33 | Masters | Masters +30 | OT/SLP/BCBA /LCSW/LCPC | Years Exp for Initial Placement |
|------|-----------|---------------|---------|-------------|------------------------|---------------------------------|
| 1 | 41,616 | 42,656 | 44,217 | 46,818 | 51,000 | 0 |
| 2 | 42,864 | 43,936 | 45,544 | 48,223 | 53,045 | 4 |
| 3 | 44,150 | 45,254 | 46,910 | 49,670 | 54,636 | 5 |
| 4 | 45,475 | 46,612 | 48,317 | 51,160 | 56,275 | 10 |
| 5 | 46,839 | 48,010 | 49,766 | 52,694 | 57,964 | 11 |
| 6 | 48,244 | 49,450 | 51,259 | 54,275 | 59,703 | 12 |
| 7 | 49,692 | 50,934 | 52,797 | 55,903 | 61,494 | 14 |
| 8 | 51,182 | 52,462 | 54,382 | 57,580 | 63,339 | 16 |
| 9 | 52,718 | 54,036 | 56,013 | 59,308 | 65,239 | 18 |
| 10 | 54,300 | 55,657 | 57,693 | 61,087 | 67,196 | 20 |
| 11 | 55,929 | 57,327 | 59,423 | 62,919 | 69,212 | 22 |
| 12 | 57,606 | 59,047 | 61,207 | 64,808 | 71,288 | 24 |
| 13 | 59,334 | 60,818 | 63,043 | 66,751 | 73,427 | 25 |
| 14 | 61,114 | 62,642 | 64,934 | 68,754 | 75,629 | 26 |
| 15 | 62,948 | 64,521 | 66,882 | 70,817 | 77,898 | 27 |
| 16 | 64,837 | 66,458 | 68,889 | 72,941 | 80,235 | 30 |
| 17 | 66,781 | 68,451 | 70,955 | 75,129 | 82,642 | 33 |
| 18 | 68,785 | 70,505 | 73,084 | 77,383 | 85,122 | 34 |

Years of experience are for initial placement ONLY. After initial placement on the scale, employees will move one (1) step with each additional year of experience.

Attachment A
2025-26 Salary Schedule

| Step | Bachelors | Bachelors +33 | Masters | Masters +30 | OT/SLP/BCBA /LCSW/LCPC | Years Exp for Initial Placement |
|------|-----------|---------------|---------|-------------|------------------------|---------------------------------|
| 1 | 42,864 | 43,936 | 45,544 | 48,223 | 52,530 | 0 |
| 2 | 44,150 | 45,254 | 46,910 | 49,669 | 54,636 | 4 |
| 3 | 45,475 | 46,612 | 48,317 | 51,160 | 56,275 | 5 |
| 4 | 46,839 | 48,010 | 49,767 | 52,694 | 57,964 | 10 |
| 5 | 48,244 | 49,451 | 51,259 | 54,275 | 59,703 | 11 |
| 6 | 49,692 | 50,934 | 52,797 | 55,903 | 61,494 | 12 |
| 7 | 51,182 | 52,462 | 54,381 | 57,580 | 63,339 | 14 |
| 8 | 52,718 | 54,036 | 56,013 | 59,307 | 65,239 | 16 |
| 9 | 54,300 | 55,657 | 57,693 | 61,087 | 67,196 | 18 |
| 10 | 55,929 | 57,327 | 59,424 | 62,920 | 69,212 | 20 |
| 11 | 57,607 | 59,047 | 61,206 | 64,807 | 71,288 | 22 |
| 12 | 59,334 | 60,818 | 63,043 | 66,752 | 73,427 | 24 |
| 13 | 61,114 | 62,642 | 64,934 | 68,754 | 75,629 | 25 |
| 14 | 62,948 | 64,522 | 66,883 | 70,816 | 77,898 | 26 |
| 15 | 64,837 | 66,457 | 68,889 | 72,941 | 80,235 | 27 |
| 16 | 66,782 | 68,451 | 70,956 | 75,130 | 82,642 | 30 |
| 17 | 68,785 | 70,505 | 73,084 | 77,383 | 85,122 | 33 |
| 18 | 70,849 | 72,620 | 75,276 | 79,704 | 87,675 | 34 |

Years of experience are for initial placement ONLY. After initial placement on the scale, employees will move one (1) step with each additional year of experience.

**Attachment B
Extra And Co-Curricular Pay Schedule**

Extra-curricular appointments for the following year will be issued not later than thirty (30) days prior to the beginning of the school year on or by July 31st, whichever is earlier, unless the decision to fill the position has not been determined. A joint study committee consisting of an equal number of representatives for the Board and the Association shall submit written recommendations regarding stipends for the successor collective bargaining agreement.

If an hourly employee is appointed to an extracurricular stipend activity, they shall be paid at an hourly rate not to exceed the total amount.

| Position | 2023-2024 Stipend | 2024-2025 Stipend | 2025-2026 Stipend |
|-----------------------------------|----------------------|----------------------|----------------------|
| <u>HIGH SCHOOL COACHES</u> | | | |
| Baseball | \$4,533 | \$4,624 | \$4,762 |
| Basketball Boys | \$6,045 | \$6,165 | \$6,350 |
| Basketball Girls | \$6,045 | \$6,165 | \$6,350 |
| Competition Cheering/Basketball | \$4,533 | \$4,624 | \$4,762 |
| Cheering Football | \$2,266 | \$2,312 | \$2,381 |
| Cross Country | \$4,911 | \$5,010 | \$5,160 |
| Field Hockey | \$4,911 | \$5,010 | \$5,160 |
| Football | \$6,045 | \$6,165 | \$6,350 |
| Golf | \$2,645 | \$2,698 | \$2,779 |
| Gymnastics | \$3,778 | \$3,854 | \$3,969 |
| Lacrosse - Boys | \$4,533 | \$4,624 | \$4,762 |
| Lacrosse - Girls | \$4,533 | \$4,624 | \$4,762 |
| Skiing-Alpine | \$4,911 | \$5,010 | \$5,160 |
| Skiing-Nordic | \$4,911 | \$5,010 | \$5,160 |
| Soccer Boys | \$4,911 | \$5,010 | \$5,160 |
| Soccer Girls | \$4,911 | \$5,010 | \$5,160 |
| Softball | \$4,533 | \$4,624 | \$4,762 |
| Tennis Boys | \$3,778 | \$3,854 | \$3,969 |
| Tennis Girls | \$3,778 | \$3,854 | \$3,969 |
| Track | \$4,533 | \$4,624 | \$4,762 |
| Wrestling | \$4,911 | \$5,010 | \$5,160 |

| | | | |
|--|---------|---------|---------|
| <u>IV AND ASSISTANT COACHES</u> | | | |
| Baseball | \$3,022 | \$3,083 | \$3,175 |
| Basketball Boys | \$3,778 | \$3,854 | \$3,969 |
| Basketball Girls | \$3,778 | \$3,854 | \$3,969 |
| Cross Country | \$3,400 | \$3,468 | \$3,572 |
| Field Hockey | \$3,400 | \$3,468 | \$3,572 |
| Football | \$3,778 | \$3,854 | \$3,969 |
| Lacrosse | \$3,022 | \$3,083 | \$3,175 |
| Skiing - Nordic | \$3,400 | \$3,468 | \$3,572 |
| Skiing - Alpine | \$3,400 | \$3,468 | \$3,572 |
| Soccer Boys | \$3,400 | \$3,468 | \$3,572 |
| Soccer Girls | \$3,400 | \$3,468 | \$3,572 |
| Softball | \$3,022 | \$3,083 | \$3,175 |
| Track | \$3,022 | \$3,083 | \$3,175 |
| Unified Basketball | \$2,150 | \$2,193 | \$2,259 |
| Wrestling | \$3,400 | \$3,468 | \$3,572 |
| <u>FRESHMAN COACHES</u> | | | |
| Basketball Boys | \$3,778 | \$3,854 | \$3,969 |
| Basketball Girls | \$3,778 | \$3,854 | \$3,969 |
| Cheering Basketball | \$2,078 | \$2,119 | \$2,183 |
| Cheering Football | \$1,700 | \$1,734 | \$1,786 |
| Field Hockey | \$3,400 | \$3,468 | \$3,572 |
| Field Hockey Assistant | \$2,645 | \$2,698 | \$2,779 |
| Football | \$3,778 | \$3,854 | \$3,969 |
| <u>OTHER HIGH SCHOOL</u> | | | |
| 3-Act Play Director (Drama) | \$4,800 | \$4,896 | \$5,043 |
| Audio-Visual Coordinator | \$1,700 | \$1,734 | \$1,786 |
| BARR | \$1,000 | \$1,020 | \$1,051 |
| Civil Rights | \$1,511 | \$1,541 | \$1,587 |
| Debate | \$1,889 | \$1,927 | \$1,985 |
| Ecology Club | \$1,700 | \$1,734 | \$1,786 |
| Freshman Class Advisor | \$756 | \$771 | \$794 |
| Future Business Leaders | \$2,266 | \$2,312 | \$2,381 |

| | | | |
|---|-----------------|-----------------|-----------------|
| HOSA | \$1,700 | \$1,734 | \$1,786 |
| International Club | \$1,511 | \$1,541 | \$1,587 |
| Jazz Band | \$2,266 | \$2,312 | \$2,381 |
| Junior Class Advisor | \$1,511 | \$1,541 | \$1,587 |
| K.V.B.E.L. | \$1,511 | \$1,541 | \$1,587 |
| Math Team | \$1,700 | \$1,734 | \$1,786 |
| MBC Performing Arts Tech Team | \$12,989 | \$13,248 | \$13,646 |
| Mt. Blue Fiddlers Director | \$2,266 | \$2,312 | \$2,381 |
| Mt. Blue Voices Director | \$2,266 | \$2,312 | \$2,381 |
| Musical Director | \$2,645 | \$2,698 | \$2,779 |
| National Honor Society | \$1,511 | \$1,541 | \$1,587 |
| National Technical Honor Society | \$1,511 | \$1,541 | \$1,587 |
| Newspaper | \$1,889 | \$1,927 | \$1,985 |
| Odyssey of the Mind | \$1,700 | \$1,734 | \$1,786 |
| Robotics | \$1,700 | \$1,734 | \$1,786 |
| Senior Class Advisor | \$1,889 | \$1,927 | \$1,985 |
| Skills USA | \$1,700 | \$1,734 | \$1,786 |
| Sophomore Class Advisor | \$1,133 | \$1,156 | \$1,191 |
| Stage Band (Jazz Band) | \$3,022 | \$3,083 | \$3,175 |
| Student Council | \$2,266 | \$2,312 | \$2,381 |
| Choral Arts | \$2,266 | \$2,312 | \$2,381 |
| Yearbook | \$6,045 | \$6,165 | \$6,350 |
| AP Coordinator | \$1,511 | \$1,541 | \$1,587 |
| Virtual High School Coordinator | \$1,511 | \$1,541 | \$1,587 |
| <u>MIDDLE SCHOOL COACHES</u> | | | |
| Soccer | \$2,266 | \$2,312 | \$2,381 |
| Cross Country | \$2,078 | \$2,119 | \$2,183 |
| Field Hockey | \$2,266 | \$2,312 | \$2,381 |
| Basketball | \$3,022 | \$3,083 | \$3,175 |
| Cheering Basketball | \$2,078 | \$2,119 | \$2,183 |
| Skiing - Nordic | \$3,778 | \$3,854 | \$3,969 |
| Skiing - Alpine | \$3,778 | \$3,854 | \$3,969 |
| Wrestling | \$2,266 | \$2,312 | \$2,381 |

| | | | |
|--|----------------|----------------|----------------|
| Baseball | \$2,645 | \$2,698 | \$2,779 |
| Softball | \$2,645 | \$2,698 | \$2,779 |
| Track | \$2,645 | \$2,698 | \$2,779 |
| Athletic Coordinator | \$3,022 | \$3,083 | \$3,175 |
| Asst Track | \$1,082 | \$1,104 | \$1,137 |
| <u>OTHER MIDDLE SCHOOL</u> | | | |
| Drama | \$945 | \$963 | \$992 |
| The Middlers | \$1,450 | \$1,479 | \$1,524 |
| National Jr. Honor Society | \$1,322 | \$1,348 | \$1,389 |
| Odyssey of the Mind | \$1,700 | \$1,734 | \$1,786 |
| Show Choir | \$1,511 | \$1,541 | \$1,587 |
| Student Council | \$2,078 | \$2,119 | \$2,183 |
| Yearbook | \$3,022 | \$3,083 | \$3,175 |
| <u>DEPARTMENT COORDINATORS</u> | | | |
| English Coordinator | \$1,511 | \$1,541 | \$1,587 |
| Math Coordinator | \$1,511 | \$1,541 | \$1,587 |
| Science Coordinator | \$1,511 | \$1,541 | \$1,587 |
| Social Studies Coordinator | \$1,511 | \$1,541 | \$1,587 |
| Special Services Coordinator | \$1,511 | \$1,541 | \$1,587 |
| FTC Coordinator | \$1,511 | \$1,541 | \$1,587 |
| ***Base stipends plus \$100 for each full-time (F.T.E.) teacher | | | |
| <u>DISTRICT COORDINATORS</u> | | | |
| District Art Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District Gifted Talented Ed Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District Guidance Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District Library Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District Music Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District Phys .Ed. Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District School Nursing Coordinator | \$1,511 | \$1,541 | \$1,587 |
| District World Language Coordinator | \$1,511 | \$1,541 | \$1,587 |
| ***Base stipends plus \$100 for each full-time (F.T.E.) teacher | | | |
| <u>MIDDLE SCHOOL LEADERS</u> | | | |

| | | | |
|--|----------------|----------------|----------------|
| Academic Community Leader | \$1,322 | \$1,348 | \$1,389 |
| Allied Arts Community Leader | \$270 | \$276 | \$284 |
| Special Services Community Leader | \$270 | \$276 | \$284 |
| Alternative Ed Community Leader | \$270 | \$276 | \$284 |

Master Teacher Stipend: \$1,000

National Board Certification: Any teacher with National Board Certification shall receive up to the State of Maine's annual amount of \$3,000 paid by the Board if the teacher is not eligible for the State's annual stipend.

National Board Nurse Certification: Any nurse with National Board Nurse Certification shall receive an annual stipend of \$1,000.

Special Education Teachers: Any special education teacher overseeing 3 or more education technicians positions (filled or otherwise) will receive an annual stipend of \$400.

Case manager stipend: All employees identified as special education case managers will receive an annual stipend of \$1,500 for 2023-2024, \$2,000 for 2024-2025 and \$2,000 for 2025-2026.

SUPPORT TEAM

| | |
|----------------------------------|------------------------------|
| Certification Steering Committee | \$150 yearly |
| Professional/Master Teacher | \$200 yearly |
| Professional Renewal Teams Chair | \$200 yearly |
| Support Team Mentor | \$250 yearly payable in June |

COMMITTEES

The Superintendent will post a list of committees as well as the number of professional staff on each committee at the beginning of each school year and within thirty (30) days of any changes. Each teacher shall receive \$32 per hour for each appointment to a committee including an appointment to the Curriculum Coordinating Committee (CCC).

Non-paid committee members may receive contact hours toward certification renewal.

MISCELLANEOUS

1. Official scorers and time keepers will be employed outside of the contract based upon the need to employ qualified personnel.
2. Whenever it is necessary to employ a supervisor for an overnight trip, the administration may negotiate a stipend with the employee.

3. If an employee provides written acceptance of any extra-curricular position prior to the start of the school year, the teacher shall be offered the following pay options:
 - a. Per paycheck for the year,
 - b. In one (1) installment on one of the following pay periods: or
 - c. In three (3) equal installments on

First pay period in December
Second pay period in March, and
First pay period in June

4. If an employee elects to accept an extra-curricular position after the start of the school year, the teacher shall be paid in full in one paycheck on one of the following pay periods:

First pay period in December
Second pay period in March, and
First pay period in June

MT. BLUE REGIONAL SCHOOL DISTRICT

SIDE AGREEMENT


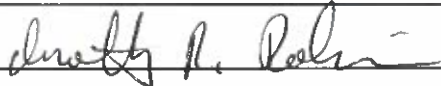
Professional Staff Preparation and Planning Time



Whereas, preparation periods and planning time for professional staff are a matter of educational policy, the Board and the Association have reached the following statement of intent pertaining to the scheduling of available individual teacher planning and preparation time during the 2023-2026 work years:

The Board recognizes the importance of providing appropriate planning time for professional staff and would like all pre-K-12 staff to have adequate time to execute their duties. This side letter establishes three steps to be executed over the course of this contract.

1. During the course of the 2023-24 and 2024-25 school years, fourteen (14) late arrival Wednesdays (LAW) will be dedicated to professional staff-directed time.
2. During the course of the first 18 months of this contract, a committee consisting of professional staff representing all buildings in the district will meet with the sole purpose of identifying ways in which preparation and planning time can be more equitably established across the district. During the spring of 2025, this committee will bring forth suggestions to the Board for discussion and possibly implementation.
3. During the course of the 2025-2026, preparation and planning times may be addressed in building specific ways in order to help support the staff in executing their duties, based, at least in part, on the findings of the aforementioned committee. If LAWs are still in place, and no viable alternatives for preparation and planning time are in place, the number of professional staff-directed time will not be reduced beyond fourteen (14).

This side letter is separate from the 2023-2026 Professional Staff Collective Bargaining Agreement and shall become effective upon its signing date and continue until August 31, 2026. The Board and Association may extend and/or modify this side letter beyond August 31, 2026 by written agreement.

| | |
|---|--------------|
|  | 19 OCT. 2023 |
| President, Mt. Blue Regional School District Education Association | Date |
|  | 10/24/2023 |
| Chair, RSU 9 Board of Directors | Date |

| | |
|--|--------------|
|  | 19 OCT. 2023 |
| Chair, Negotiations Team - Mt. Blue Regional School District Education Association | Date |
|  | 24 OCT 2023 |
| Chair, Negotiations Team - RSU 9 Board of Directors | Date |

MT. BLUE REGIONAL SCHOOL DISTRICT

SIDE AGREEMENT


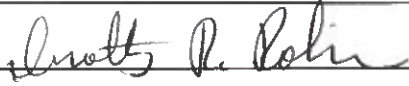


Course Approval and Prioritization

Given the limited funding available and also the high needs for certification and recertification that face the District, during the 2023-24 school year, course requests will be prioritized according to the following criteria:

1. Certification
2. Recertification

While these course requests will help meet the needs of our students and the district, other courses may be approved depending upon the identified instructional purposes and the available funding at the time of the request.

During the first year of the contract, the EAC and certification committees will meet. The purpose will be to determine ways to identify course needs to better assist the budgeting process, while also supporting the increased education of the professional staff.

| | |
|---|--------------|
|  | 19 Oct. 2023 |
| President, Mt. Blue Regional School District Education Association | Date |
|  | 10/24/2023 |
| Chair, RSU 9 Board of Directors | Date |
|  | 19 Oct. 2023 |
| Chair, Negotiations Team - Mt. Blue Regional School District Education Association | Date |
|  | 24 Oct 2023 |
| Chair, Negotiations Team - RSU 9 Board of Directors | Date |

MT. BLUE REGIONAL SCHOOL DISTRICT

SIDE AGREEMENT

Compliance with Earned Paid Leave Law

This Side Agreement is effective at the signing of the contract and runs through the life of the contract between the Board of Directors of RSU No. 9 (the "Board") and the Mt. Blue Education Association (the "Association") (collectively the "Parties").


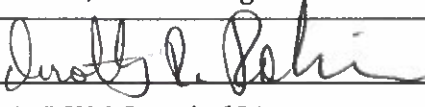
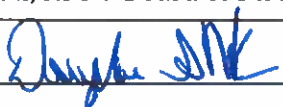
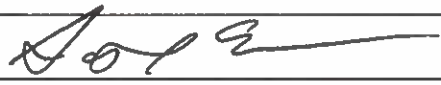
WHEREAS, effective January 1, 2021, Maine has enacted a new Earned Paid Leave law (26 M.R.S.A. §637) which permits employees to accrue one hour of earned paid leave for every forty (40) hours worked, beginning with the first day of employment, up to a maximum of forty (40) hours per year;

WHEREAS the new law does not entitle employees who already receive paid leave benefits from their employer to any additional paid leave, so long as existing leave policies permit employees to use "earned" EPL hours of paid leave per year, in no less than one hour increments, for any reason, subject to reasonable notice limitations depending on the use of the leave; and

NOW, THEREFORE, in order to meet the statutory requirements under 26 M.R.S.A. §637, the Parties hereby agree as follows:

1. The restriction on the number of personal days and the scheduling of personal days for non-emergency purposes shall remain in place;
2. Employees may use EPL hours from any leave (sick, personal, etc.) in each year in increments of (1) hour;
3. Employees seeking to use earned paid leave for planned purposes are required to provide fourteen (14) calendar days' written notice of the anticipated absence;
4. Although earned paid leave days can be used for any reason, the Board has determined that taking planned leave days on staff workshop days or to miss Parent Conferences or Open Houses would result in an undue burden and would be detrimental to student learning and the educational mission of the District. Leave days are only permitted on such days in bona fide emergencies. The decision of the Superintendent/designee to deny a request for planned leave is one left to the sole discretion of the Superintendent/designee.

5. Employees who request paid leave for emergency purposes shall be required to provide a general description of the purpose of the leave and may be required to provide appropriate documentation demonstrating the necessity of using leave when absent for more than three (3) consecutive days or uses emergency leave for non-emergency purposes;
6. In limited circumstances, the Superintendent will grant supplemental personal leave days for non-emergency purposes solely in order to comply with 26 M.R.S.A. §637. Said days shall be deducted from sick leave, if available. If, after approval of such supplemental personal leave, the employee uses other leave that would exhaust their earned paid leave balance prior to the dates on which the supplemental personal days were scheduled to occur (thereby eliminating the basis for the approval of the supplemental personal), then the approval for the supplemental personal days will not be rescinded if, in addition to the deduction of a sick day from the employee's sick leave accrual, the employee signs and delivers an authorization for the business office to withhold from the employee's next regular paycheck a sum equal to the cost of a daily substitute.
7. The Parties recognize that, pursuant to 26 M.R.S.A. §637(7), the Maine Department of Labor has the exclusive authority to enforce the requirements of the new law. Decisions regarding approval of Earned Paid Leave days are subject to the grievance procedure to the board level only, after which may be appealed to the Department of Labor.
8. In the event that the Legislature and/or the Maine Department of Labor determines that 26 M.R.S.A. §637 should not/does not apply to public school units, this Side Agreement shall expire on its own accord at that time.

| | |
|---|--------------|
|  | 19 OCT. 2022 |
| President, Mt. Blue Regional School District Education Association | Date |
|  | 10/24/2023 |
| Chair, RSU 9 Board of Directors | Date |
|  | 19 OCT. 2022 |
| Chair, Negotiations Team - Mt. Blue Regional School District Education Association | Date |
|  | 24 OCT 2023 |
| Chair, Negotiations Team - RSU 9 Board of Directors | Date |