NEGOTIATED AGREEMENT

BETWEEN THE

MARANACOOK AREA STAFF ASSOCIATION

AND THE

THE RSU 38 SCHOOL BOARD

SUPPORT STAFF

September 1, 2026, to August 31, 2028

Board Approved April 1, 2026

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ARTICLE 1
RECOGNITION

A. The RSU 38 Board of Directors, herein defined as the "Board", hereby recognizes the Maranacook Area Schools Association as the sole and exclusive bargaining representative as defined under Chapter 9-A, Title 26, Maine Revised Statutes Annotated, for the staff educational technicians I, II, and III, secretaries, bus mechanics, custodians, school nutrition workers, technology/library media educational technician III, day treatment educational technicians, technology support technicians, bus monitors, and all other support staff of RSU 38, excluding bus drivers. All seasonal and on-call employees, central office support staff, and temporary support staff employees are exempted pursuant to 20 MSRA 962.

B. Unless otherwise indicated, the term "Staff", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined in Section A.

ARTICLE 2
GENERAL PROVISIONS

A. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual staff member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. The Board and the Association agree that, in accordance with current statutes, there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of staff or in the application or administration of this Agreement on the basis of race, color, gender, sexual orientation, religion, age, national origin, or physical or mental disability.

D. An electronic version of this Agreement shall, within sixty (60) days after the Agreement is signed, be made available online to all staff now employed, or hereafter employed.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement:

1. If by Association, to the Board and a copy to the Superintendent.

2. If by Board, to Association in care of the President.

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ARTICLE 3
NEGOTIATIONS PROCEDURES

A. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall fulfill specific requests from the other for the inspection of pertinent records, data, and information which are not privileged or protected from disclosure by law or by school policy. Personnel files shall not constitute pertinent data for the purposes of negotiations.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

C. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

E. Except as otherwise provided, the Board agrees that any impact of educational policy change, relating to terms of staff employment, will be negotiated with the Association.

F. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Board of Directors.

G. Notwithstanding the foregoing, in the event laws or regulations take effect during the term of this Agreement that increase or decrease staff members' salaries or the level of other benefits of economic value, whether or not provided hereunder, either party may require the other to renegotiate with respect to salaries and other economic benefits.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Purpose: For the purpose of this Agreement, the following procedure is to secure resolutions to disputes arising under this contract at the lowest possible level.

B. General Provisions:

1. An individual may be represented by the Association at any level in the processing of a grievance.

2. The Association has the right to file a grievance on behalf of a named bargaining unit member or group of members.

3. When a grievance is submitted on or after June 1, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

C. Definitions:

1. A 'grievance' shall mean a complaint by a bargaining unit member or members that there has been a violation of a written provision of this contract.

2. An 'aggrieved person' is the person, or persons, or Association, on behalf of a bargaining unit member or group of members.

3. The 'respondent' is the person alleged to be responsible for the violation alleged in the grievance.

4. 'Day' means a working day; the calculations of days in a grievance processing shall exclude Saturdays, Sundays, and holidays. During summer breaks, the time limit set forth herein shall refer to regular weekdays, Monday through Friday, excepting legal holidays.

D. Grievance Procedure:

1. If an individual covered under this contract feels that they may have a grievance, they, or the Association, must first discuss the matter with the individual whose action gave rise to the grievance in an effort to resolve the problem informally.

2. If the aggrieved person is not satisfied with the outcome of informal procedures, they may present their claim as a formal grievance in writing to the Immediate Supervisor within fifteen (15) days following the informal procedure conclusion. If the Immediate Supervisor is the Respondent, the aggrieved person shall present their claim as a formal grievance in writing directly to the Superintendent within the same time period described above. If the Superintendent is the Respondent, the aggrieved person shall present their claim as a formal grievance in writing directly to the School Board. The Board will designate a hearing officer to continue the proceedings.

3. All written grievances shall indicate with specificity the factual basis for the grievance and the specific provision of this contract alleged to have been violated. The Immediate Supervisor shall, within ten (10) days after receipt of the written grievance, render a decision and the reasons for the decision in writing to the aggrieved person or forward the grievance to the Superintendent.

4. If the aggrieved person is not satisfied with the Immediate Supervisor's disposition of the grievance, they may file the written grievance within ten (10) days of receipt of the decision with the Superintendent.

5. The Superintendent will meet with the aggrieved person within six (6) days of receipt of the grievance and will submit an answer to the grievance in writing within ten (10) days following that meeting.

6. If the aggrieved person is not satisfied with the Superintendent's decision, the aggrieved person may then file the grievance with the School Board Chair within ten (10) days of receipt of the Superintendent's decision. The School Board shall meet with the aggrieved person at the next regularly scheduled Board meeting or at a special meeting. The Board

shall render its written decision on the appeal within ten (10) days after the hearing before the School Board.

7. If the decision of the Board does not resolve the matter, the Association may, within ten (10) days of receiving the Board's decision, submit the grievance to arbitration by so notifying the School Board in writing. Within ten (10) days of receipt of this request, a representative of the Board and the Association President will attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within those ten (10) days, the Association may, within ten (10) days after that ten (10) day period, request the American Arbitration Association to select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this contract, and shall confine any decision to the meaning of the specific written contract provision which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to law, which requires the commission of an act prohibited by law, or which is violative of the terms of the contract. The arbitrator's decision will be binding upon both parties, subject to judicial review as provided by law. The costs for the services of the arbitrator, including the cost of the transcript if any, will be shared equally by the Board and the Association. Unless the Board or aggrieved person unilaterally withdraws the grievance during the penalty cancellation period prior to the arbitration hearing, in which case the party which unilaterally withdraws shall pay the full cost of the late cancellation.

8. No reprisals of any kind will be taken by the School Board, the Association, their representatives, or the school administration against any person covered by this contract because of their participation or non-participation in the grievance procedure.

9. The statement of the grievance, all documents, communications, records, and the final determination of the proceedings dealing with the processing of a grievance, generated after the grievance is filed, shall be maintained separately from the personnel files of the participants, except for the final disposition.

10. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of the Association and made available through the Association to facilitate the operation of the grievance procedure.

11. All meetings and hearings under this procedure shall be conducted in private and should include only interested parties and their designated or selected representatives referred to in this grievance procedure, unless the aggrieved person requests in writing that the meeting be held in public.

12. If the aggrieved or the Association fail to comply with any of the time limits set forth in this Article, the grievance will be deemed to have been waived. If the Immediate Supervisor or Superintendent fails to comply with any of the time limits set forth in this Article, the aggrieved person may immediately submit the grievance to the next level in this procedure.

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ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any staff member is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, they shall suffer no loss in pay.

B. Representatives of the Association, the Maine Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Principal/Supervisor shall be notified when official business is to be transacted on school property.

C. There will be a staff room in the building, which will not be used as a homeroom or classroom. The Association shall have the right to use a bulletin board in that lounge.

D. The Association shall have the right to use the school mailboxes, phones, email system, and other office equipment as it deems necessary for Association business in accordance with Board policy/rules. The Association shall be allowed to use school facilities and equipment when the facilities and equipment are not otherwise in use in accordance with Board policy/rules.

E. The Association shall be granted up to six (6) days each year for the conduct of Association business. The President of the Association shall give prior notification to the Principal/Supervisor of the day or days to be utilized under this section and the person or persons who will be utilizing such days. The Association will pay the cost of the substitutes.

ARTICLE 6
VOLUNTARY DUTIES

No staff member shall be required to drive students to activities which take place away from the school building. A staff member may do so voluntarily, however, with advance approval of the Principal/Supervisor. Reimbursement for automobile expense shall be made only with advance approval of the Principal/Supervisor. They shall be compensated at the current State of Maine rate per mile for the use of their own automobile. The staff member is required to have a valid driver's license and declaration of insurance with copies on file with the district. Parental permission must be on file prior to the trip.

ARTICLE 7
FACILITIES, HEALTH, AND SAFETY

A. Whenever a staff member deems a condition unsafe, they will be responsible to bring the condition to the attention of the principal and supervisors immediately and follow up in writing with a copy to the superintendent. If the Board's representative, upon inspection, cites in writing to the individual(s) an unsafe condition, the staff member(s) will correct the condition within a reasonable amount of time.

B. To the extent possible, the Board will provide adequate facilities for the use of the staff (toilet facilities, kitchen and eating facilities, and storage facilities).

C. The Staff will maintain the appearance and cleanliness of the staff room; it shall be cleaned regularly by the school's custodial staff and/or their substitutes.

D. Employees responsible for performing intimate personal care to students may request the presence of another employee. Such requests shall be made directly to the Special Education Director, or such person(s) whom the Special Education Director designates to act in their absence or unavailability.

E. Hats, shirts, footwear (up to $200.00 per year), aprons, and other food safety items will be provided and required to be worn for the kitchen staff personnel.

F. In the event that there is a potentially unsafe or hazardous condition that impacts employees' working conditions, the employees and the Association shall be immediately notified of the issue by the Superintendent or designee. Results of any investigation and any proposed resolution shall be submitted to the Association representative and/or steward.

G. The Board shall provide student-specific equipment in the self-contained programs.

Additionally, the bus mechanic shall be provided with a pair of work boots (steel-toed) up to $350.00 every two years.

The district will provide each full-time custodian with a summer and winter jacket, as well as a summer and winter cap with the school logo. All new hires will receive a jacket based on the season they begin employment, followed by the appropriate jacket during their second year of employment. A maximum of six (6) custodians per year will be provided the opportunity for the new jacket benefit. If six (6) custodians do not use this benefit in any given year, the unused benefit number will be rolled over to the next school year. In selecting the jacket, the custodian will have the choice of a short or a long style. Jacket colors will be black with gold trim, which will reflect Maranacook Area Schools' colors. All custodians will receive either a winter or spring jacket, one (1) pair of gloves/mittens, and one (1) cap. Jackets, caps, mittens or gloves will be replaced as needed due to routine wear and tear. (Gloves or mittens may be substituted in place of the two (2) caps.) Reimbursement for mittens, gloves, or hats will be up to $75.00.

Additionally, custodians shall be provided footwear up to $200.00 per year.

Any replacement requests must be submitted to and be approved by the Facilities Director.

ARTICLE 8
MANAGEMENT RIGHTS

The Association recognizes that the School Board has the responsibility and authority to manage and direct on behalf of the public all operations and activities of the School District.

ARTICLE 9
DISCRIMINATION

There shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of staff or in the application or administration of this agreement on the basis of race, color, sex, sexual orientation, gender identity, physical or mental disability, religion, age, ancestry, or national origin.

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ARTICLE 10
DUES-DEDUCTIONS FROM SALARY

A. Upon written authorization signed by the staff member, the Board agrees to make deductions for staff association dues. The Association shall indemnify and hold the Board harmless against any and all claims or suits of any nature whatsoever which may arise by virtue of the Board's compliance with the provisions of this paragraph.

B. The Board agrees to deduct from staff salaries money for local, state, and/or national association services and programs, as said staff members, on an annual basis, individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations.

C. The Association shall certify to the Board in writing at the earliest possible date the current rate of local, state, and national member dues. In the event any association changes the rate of its membership dues, the local Association shall give the Board and its membership written notice prior to the effective date of such change.

ARTICLE 11
EMPLOYEE RIGHTS/SUPPORT STAFF RIGHTS

A. There shall be a one (1) year probationary period from the first day of work for all support staff personnel. The immediate supervisor shall evaluate new employees at least twice during an employee's probationary period. No less than 60 days prior to the end of the probationary period, a decision will be made to:

1. retain the employee, or
2. discharge the employee.

The decision with respect to employment during the probationary period is not subject to the grievance procedure of this contract.

B. No additional probationary period shall be served by an employee moving within an impact area.

C. After successful completion of an employee's probation, no employee shall be reprimanded in writing, discharged, or suspended without just cause. An employee who is reprimanded, discharged, or suspended shall be given prompt written notice, in person or by certified mail, return receipt, to the employee's last known address according to the Board's records, of the action and the reasons therefore.

D. The Superintendent shall place support staff employees on the schedule based on previous experiences of the individual in or out of RSU 38.

E. A support staff employee shall have the right, upon request, to review the contents of their personnel file and to receive copies at Board expense of any documents contained therein. The employer is not responsible, however, for any inadvertent release of confidential information that is obtained digitally through deceit or fraud.

F. Except for personal references and a file for medical certificates, the Board shall not establish any separate file which is not available for the support staff's inspection.

G. Evaluation – a committee will be formed by October 1, 2026, to review current practice as well as revise and implement an evaluation model for all members under this bargaining agreement.

H. Disciplinary Procedures

1. The District will adhere to the principle of progressive discipline, provided the lesser forms of discipline may be omitted in cases of serious misconduct. Before an employee is reprimanded in writing, suspended, or discharged, the employee will be provided written notice of the alleged infraction, and adequate opportunity to respond and rebut the allegations, and have a right to Association representation.

2. Disciplinary measures shall be initiated within 20 calendar days of the time the administrator was notified of the incident.

3. Employees shall only be disciplined by an administrator, Director, or Manager.

4. Whenever any employee is required to appear before their immediate supervisor and/or the School Board and/or the Superintendent concerning any matter which could adversely affect the continuation of that employee in their position or the salary or increments thereto, they shall be given prior written notice of the reason(s) for such meeting and shall be entitled to have Association representation to advise them and represent them during such meeting.

5. Each employee shall have the right, during any meeting, 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 position or salary or increments thereto, until that employee is permitted to have an Association representative and/or legal counsel of their choosing present to advise and represent them during such meeting. The meeting shall resume within ten (10) working days.

6. Any formal written complaints regarding an employee by any parents, students, or other persons that warrant further action shall be called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by an Association representative at any meeting regarding such complaints.

7. When necessary to suspend an employee, charges shall be presented in writing at the time of the suspension.

8. The Board may place support staff employees on administrative leave with pay while conducting an investigation and pending any action.

9. The Board may suspend a support staff employee with or without pay based on formal charges brought against such support staff for alleged crimes classified by the State of Maine as Murder; Class A; Class B; Class C; and Class D; or their equivalent in their

states and countries. This article shall not be construed to prevent either the Board or the Association from taking what they deem to be appropriate action pursuant to grievance procedure.

ARTICLE 12
CO/EXTRA-CURRICULAR & ADVISOR PAYMENTS

A. Due to Department of Labor overtime regulations, stipends for co/extra-curricular activities will be paid bi-weekly from time sheets approved by the Director of Student Services. This time cannot overlap the employee's regular position time. If an employee needs to leave early from their regular position to attend a game/meet, the employee will list their normal hours for their regular position on their time sheet, and their coaching hours will be listed starting at the end of their regular position end time.

B. The rate of pay for the bi-weekly co/extra-curricular activity payment will be calculated at minimum wage. At the end of the season, the bi-weekly payments will be compared to the full amount of their individual contract, with the difference paid in a lump sum to the employee.

C. All support staff who assume advisory status will be paid an additional $1.00 (one dollar) per hour and shall have no more than eight (8) advisees, unless they choose to serve an additional number. This additional pay is for additional job responsibilities during the regular work day, not for additional time worked.

ARTICLE 13
SENIORITY, REDUCTION IN FORCE, REDUCTION IN HOURS, RECALL, VACANCIES, AND TRANSFERS

A. Seniority – "Seniority" shall be an employee's length of continuous regular service since the date of their RSU 38 employment, including any of the District's predecessor school systems, in a bargaining unit Impact Area. An employee with a work year of less than twelve (12) months or full-time shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

B. Seniority List – The Superintendent shall establish a seniority list by bargaining unit Impact Area, with the name and hire date (first day of work) of each employee, and with the employee with the greatest seniority listed first. The seniority list shall be brought up to date by September 30 of each year. Such seniority list(s) shall be posted in all areas where employees are employed. A copy of such list(s) shall be sent to the President of the Association or designee at the same time that the list(s) is posted.

C. Reduction in Force (RIF) and Reduction in Hours (RIH)

1. "Reduction in Force" (RIF) shall mean the elimination of a bargaining unit position for bona fide financial or program reasons.

2. "Reduction in Hours" (RIH) shall mean a reduction in hours that results in an employee being changed from full-time to part-time status for bona fide financial or program reasons. For purposes of RIH, full-time shall mean 35 – 40 hours per week; part-time shall mean less than 35 hours per week.

3. For purposes of RIF and RIH, the following Impact Areas shall be used, with Classifications numbered from higher to lower within the Impact Areas:

Impact Area	Educational Technicians	Technology	School Nutrition	Secretarial	Custodian/ Maintenance	Mechanic
Classification	Specialized Day Treatment Ed Tech	Technology Support Technician Technology/ Library Media Ed Tech III	Assistant Cook	Office Coordinator	Custodian	Mechanic
	Ed Tech III			Administrative Assistant		
	Ed Tech II			Office Assistant		
	Ed Tech I			AE Office Assistant		
				HC Office Assistant		

4. In the event of a RIF or RIH, the least senior employee in an Impact Area shall be RIF or RIH, except that the least senior employee in the Impact Area may be retained, and a senior employee RIF or RIH when:

   The least senior employee that currently has essential qualifications and training relative to the programs or services to be offered, not held by a more senior employee. Such comparison shall be made in inverse order of seniority. In such instance, the first employee who has fewer qualifications and training than the least senior employee shall be the employee RIF or RIH.

5. Within five (5) working days of a written notice of RIF or RIH, the employee selected for RIF or RIH shall notify the Superintendent in writing of their decision to (1) accept the RIF or RIH and be placed on the recall list; or (2) displace the employee with the least seniority in their Classification or in a lower Classification within the employee's Impact Area or in any other Impact Area in which they had previously served in the District within the last five years, provided that the person to be displaced is less senior than the displacer. A full-time employee shall not be required to displace a part-time employee, but may displace the least senior full-time employee. Should a full-time employee accept a part-time position, as a result of a RIF or RIH said employee shall also be placed on the recall list for a full-time position. The displaced employee may, in turn, displace another employee under the provisions above. Such displacements shall continue until all displacements are completed.

6. The Board or its designee will meet and consult with the Association prior to a decision to eliminate or reduce any bargaining unit position.

7. Any employee who is eliminated or reduced shall receive at least a thirty (30) calendar day written notice.

8. Recall

   a. The Superintendent shall establish a recall list of RIF or RIH employees. An employee who has been RIF or RIH shall be placed on a recall list and shall be sent position vacancy announcements in the unit. For this purpose, it shall be the employee's responsibility to keep the Superintendent advised of their current

address. If the employee does not keep the Superintendent advised of their current address, they will be removed from the recall list.

b. The Superintendent shall offer re-employment to employees on the recall list for all vacancies for which they are qualified. Re-employment shall be by reverse order of RIF or RIH. Notice of recall will be given in writing to the last address given to the Superintendent by an employee. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the employee.

c. An employee who is RIF or RIH will remain on the recall list for two (2) years unless the employee:

1. Waives recall rights in writing;

2. Resigns;

3. Fails to submit a written response that is postmarked no more than five (5) working days after receipt of the offer;

4. Does not maintain proper certification or licenses as required; or

5. Declines a position that they are eligible and/or have appropriate credentials.

d. Employees re-employed within two (2) years of the effective date of RIF or RIH shall retain their seniority and all benefits accumulated prior to the RIF or RIH.

e. Posting of vacancies – All vacancies shall be posted for at least five (5) working days.

f. Voluntary Transfers – Any employee transferred voluntarily to a different job classification should be placed on the salary scale at the appropriate experience step.

ARTICLE 14
SICK LEAVE BANK

A. The Board will cooperate in the establishment of a sick leave bank on a voluntary basis, administered by the Superintendent of Schools. The purpose of the bank is to provide additional sick leave days for extended illness, disability, or catastrophic illness.

B. Membership: Each employee wishing to be a member of the sick leave bank will contribute two (2) days to join. Employees wishing to enroll must indicate their contribution of the required days when completing their fringe benefit form for the next school year. Thereafter, one (1) day per year per member will be donated if the number of days in the sick leave bank drops below 300 days.

C. A maximum of sixty-one (61) days each school year may be drawn per employee on the bank.

D. A person withdrawing from membership in the bank shall not be able to withdraw the contributed days.

E. Employees withdrawing sick leave days from the bank will not have to replace these days except as regular contributing member.

F. A doctor's certificate shall be required as a prerequisite to withdrawing sick leave bank days, indicating either extended illness or disability or a catastrophic illness, and a committee consisting of an administrator, Superintendent, or designee, and two association representatives or designees will review and determine if the days are approved.

ARTICLE 15
WAGES

A. Pay scales for support staff are listed in Appendix A.

B. All support staff personnel employed for the student school year on a scheduled routine for twenty (20) hours or more per week are to be paid according to scale and receive the benefits contained therein, except that benefits for part-time support staff shall be prorated based upon the proportion the number of hours an individual works per week bears to the number of hours in a full-time work week, as described in Article 18, Benefits.

C. Employees who elect to receive their pay over 22 or 26 pay periods, in equal installments, must sign the individual's annual fringe benefit election form completed during open enrollment each year. Any employee who does not choose an election by August 1st will be "paid as earned" for the upcoming school year.

D. Employees with a hire date (first day of work) after October 1st will be "paid as earned" for the duration of that school year.

E. The School Board shall equitably distribute opportunities for overtime work among qualified employees in the affected classification.

F. The School Board shall not unilaterally curtail the scheduled hours of work of an employee during a work week in which the employee has previously worked hours outside of their regular work schedule in order to avoid overtime pay. The Supervisor may offer the employee the option to adjust their hours during that same work week.

G. Employees required by the School Board to physically work more than forty (40) hours in any work week shall be compensated for such time over forty (40) hours at one and one-half (1½) times the base rate of pay.

H. A one-time bonus of $750 will be paid to Support Staff who have completed five (5) job-related college courses (15 credits) or five (5) approved Professional Development Committee programs or a combination of the two. They will receive this one-time bonus after providing official transcripts documenting successful completion of these courses. This bonus will become effective in December or June, depending upon completion of required paperwork by the eligible Support Staff. This bonus will be prorated for part-time Support Staff.

I. Any Support Staff who, at the District's request, receives and maintains Safety Care Certification (or comparable successors for RSU 38) will be paid an additional $1.00 (one dollar) per hour.

J. Call-In: Employees called back to work outside their regular shift shall receive pay for a minimum of two (2) hours' pay, or pay for the hours actually worked, whichever is greater. A callback shall not include time just before or after a scheduled shift.

1. Definition: Call-In means asking employees who might be asked to return to work outside of their normal work hours. Staying beyond a regular shift is not considered a Call-In.

2. Only the following positions would be considered for Call-In: Custodial.

K. In the event of an unplanned late start or early dismissal, support staff who are adversely affected will be paid their regular day rate for hours not worked.

1. A Remote Day means that the employee can work from their home with the expectation that they are on call and available to conduct school business.

a. Return to work would mean that circumstances allow for the employee to return to in-person work safely.

b. Positions available for remote work include: Educational Technicians, Secretaries, School Nutrition, and Technology Assistant.

L. In the event that any assigned route is canceled, the Transportation Director shall offer the Bus Monitor an alternative work assignment to maintain their regularly scheduled hours for that day. If the Bus Monitor declines the offered alternative assignment, the employee may elect to use accrued earned paid leave or vacation time to cover any hours not worked.

ARTICLE 16
JOB DESCRIPTIONS AND RECLASSIFICATIONS

A. When an employee works in a higher Classification within their current Impact Area on an ongoing basis, they shall be reclassified and paid at the rate of the higher Classification, effective as of the first day of work at the higher Classification.

B. When an employee works in a higher Classification, as listed in this contract (Article 13), than their current Classification for more than ten (10) consecutive days, they shall be paid at the rate of the higher Classification from day 11 forward.

C. An employee promoted or reclassified to a higher Classification within the same Impact Area shall be credited with the same years of service in the new Classification as the employee held in the old Classification.

D. An employee assigned the duties of a substitute teacher shall receive the higher of their own pay or substitute pay.

E. For reference, Impact Area/Classification refers to those listed in Article 13. C. 3.

F. When a support staff person is hired, they are placed on the Support Staff Seniority List in the Impact Area/Classification area per their hire date (first day of work). When an employee accepts a position in a different impact area, they are placed on the Support Staff Seniority List in the new impact area with a date of when they started in that position (when relevant, the original hire date is notated on the list). Years of relevant experience in the new position is counted when placing the employee on the salary scale.

For example, if an employee is placed in the Educational Technicians Impact Area under an Ed Tech III Classification and they move to the Secretarial Impact Area under an Office Coordinator Classification, their seniority is noted with the date that they began in the role of Office Coordinator. All Secretarial experience will be counted when placing that employee on the Office Coordinator Salary Scale. Educational Technician experience is not counted.

ARTICLE 17
JOB CLASSIFICATION APPEALS PROCEDURE

A. The purpose of the appeals procedure is to upgrade job (level) placement due to (1) inappropriate initial (level) placement, or (2) a significant change in duties and/or responsibilities. It is understood that the Maine Department of Education regulations will be included in the criteria for proper placement of educational technicians.

B. A written appeal with support documentation must be filed with the immediate supervisor.

C. Within thirty (30) days of receipt of the appeal, the immediate supervisor will review the request and make a written recommendation to the Superintendent or their designee, with copies to the individual and the Association.

D. Within thirty (30) days of receipt of the immediate supervisor's recommendation, the Superintendent or their designee, in consultation with the Association, shall act on the request and send written notification of the decision to the individual and the Association. If an appeal for an upgrade is denied, the reasons for the denial shall be stated.

E. Implementation of a level upgrade will mean placement on the appropriate level at the same step currently held retroactively to the date of the initial request.

F. Grievances filed under this article shall be initiated at the Superintendent level step of the grievance procedure.

ARTICLE 18
BENEFITS

A. RSU 38 provides an IRS Section 125B Plan for all staff members. Annually, in May, staff members shall inform the Superintendent in writing of the option they wish to select for the succeeding school year. No changes in benefits will be made unless this written notification is received.

B. RSU 38 agrees to pay for each staff member's single coverage under the Delta Dental, Plan V without ortho. No requests for cash payment in lieu of this dental coverage will be honored. The dental coverage will be prorated for part-time staff.

C. Health Benefits

Option 1:

The District agrees to pay each full-time staff member who selects no medical coverage a benefit amount of $3,500. This benefit will be paid as taxable cash. No cash in lieu will be paid unless the employee can offer proof of medical insurance under another employer's plan.

Option 2:

RSU 38 shall contribute 100% of single subscriber or 77.5% of any other/dependent healthcare plan. RSU 38 agrees all full-time staff will receive healthcare benefits at the Choice Plus rate. Standard plan will be available, however, RSU 38 contribution will remain at the Choice Plus rate.

D. Employees shall be eligible for RSU 38 contributions toward spousal coverage under two-adult or family plans only if their spouse does not have access to employer-paid group health insurance through their own employer, or, if self-employed, does not offer employer-paid group health insurance to their employees. For purposes of this provision, "eligible" means having access to employer-paid group health insurance, regardless of plan design or cost, provided that the employer or self-employed individual contributes toward the spouse's health insurance premium.

If a spouse has access to a qualifying health insurance plan as described above but elects to receive compensation or an alternative benefit in lieu of health insurance coverage, that spouse shall be considered ineligible for RSU 38 contributions toward spousal coverage. Employees enrolling a spouse in RSU 38's health plan must complete a certification form at the time of enrollment and annually thereafter, attesting to their spouse's health insurance eligibility status. RSU 38 reserves the right to request additional documentation as deemed appropriate.

E. Under IRS Section 403(B), an employee may elect to participate in a tax-sheltered annuity pursuant to employer's tax-sheltered annuity plan for either a 403(b) or 457(b). (Please refer to Appendix I of the District's 403(b) Plan document for a listing of authorized vendors.)

F. If a year-round support staff employee works a yearly sum total of hours equivalent to the sum total hours of a full-time school year support staff employee, the year-round support staff employee will be eligible for full-time benefits.

G. Proration: Part-time staff employees working less than 35 hours per week will be prorated off of 37.5 hours. Only support staff employees scheduled to routinely work a minimum of 20 hours per week are entitled to fringe benefits.

H. Retirement

1. Upon retirement, after serving the RSU 38 or its predecessors for a minimum of twenty (20) years, and upon showing evidence that retirement benefits are to be immediately received from either the Maine Public Employees Retirement System or Social Security, or upon resignation, after service within RSU 38 for a minimum of twenty-five (25) years, a support staff person shall receive payment at the individual's current per diem rate of pay for up to thirty (30) days of accumulated sick leave.

2. Except for extenuating circumstances, notice for retirement must be filed by February 1st of each year.

3. Upon conclusion of 10 or more years of employment, the District shall compensate support staff up to 15 days of unused vacation time.

ARTICLE 19
HOLIDAYS AND VACATION SCHEDULE FOR ALL SUPPORT STAFF

A. The following shall be paid holidays for all employees, provided that they worked or were on approved leave on their workday before and after the holiday. Part-Time employees shall receive pro-rated holiday time:

1. School Year Support Staff Holidays
    a. Labor Day
    b. Indigenous Peoples' Day
    c. Veterans' Day
    d. Thanksgiving Day
    e. Day after Thanksgiving
    f. Christmas Day
    g. New Year's Day
    h. Martin Luther King Day
    i. Presidents' Day
    j. Patriots' Day
    k. Memorial Day
    l. Independence Day (for mandated extended school year employees only)

2. Year-Round Support Staff Holidays
    a. Labor Day
    b. Indigenous Peoples' Day
    c. Veterans' Day
    d. Thanksgiving Day
    e. Day after Thanksgiving
    f. Christmas Day
    g. New Year's Day
    h. Martin Luther King Day
    i. Presidents' Day
    j. Patriots' Day
    k. Memorial Day
    l. Juneteenth
    m. Independence Day

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B. SCHEDULE (Number of vacation days in work year)

1. 52 Weeks in work year (260 days in the work year)
   a. After 6 months – 3 days
   b. After 1 YR – 5 days
   c. After 2 YR – 10 days
   d. After 5 YR – 15 days
   e. After 8 YR – 20 days
   f. After 15 YR – 22 days

2. 37-44 Weeks in work year (185-220 days in the work year)
   a. After 1 YR - 4 days
   b. After 2 YR – 8 days
   c. After 5 YR – 12 days
   d. After 8 YR – 16 days
   e. After 15 YR – 18 days

3. Staff working days not listed, round up for purposes of calculation.

C. Year-Round Support Staff: Year-round support staff are granted all vacation days on September 1. Year-round support staff may carry forward a maximum of fifty percent (50%) of their annual allotment into the subsequent school year. Prior approval is required from their immediate supervisor.

D. Non-Year-Round Support Staff: Non-year-round support staff are granted all vacation days on September 1st every year, achieving the full or prorated allocation as outlined by this negotiated agreement. Prior approval is required from their immediate supervisor. Vacation time must be taken and paid by June 30th of the school year. No carryover is allowed. Vacation may only be taken on non-school days unless specifically approved by the building principal.

E. Any staff member who transfers within the school District shall "carry" their accumulated vacation days with them and shall accrue vacation time based on total years of service within the District.

ARTICLE 20
LEAVES

A. Sick Leave

1. Support Staff shall be entitled to up to thirteen (13) days of sick leave for each school year as of the first official day of said school year, whether or not they report for duty on that day. These days may be used for personal illness or illness in the immediate family. The immediate family is to include: spouse/partner, parents, sibling, child, in-laws/step/foster/domestic partner of same, grandparents, or any other member of the immediate household.

2. Unused sick leave days shall be accumulated from year to year with a maximum of one hundred and twenty-five (125) days. The Superintendent of Schools may require medical or other proof after 5 consecutive days of sick leave.

3. Support Staff who give notification of retirement by February 1st and who have reached their maximum accumulation of 125 days shall receive an additional 13 days of sick leave for a total of 26 days for their last school year.

4. Sick leave shall be prorated for part-time employees.

B. Earned Paid Leave

1. Except for emergencies, all leave must receive prior approval at least three (3) days before leave can be taken.

2. A full-time employee may be granted up to five (5) days earned paid leave each year as of the first official day of the school year. This leave may be taken in increments of one (1) hour. Part-time employees' earned paid leave time shall be prorated.

3. Except for emergencies, earned paid leave shall not be used during educator in-service days or the first and last week that pupils are in attendance, the day before and after the following school breaks: Christmas break, February break, and April break, unless approved in advance by the Superintendent.

4. All earned paid leave, and exceptions to earned paid leave provisions, MUST be approved by the Superintendent of Schools. Any unauthorized days absent may be subject to disciplinary action.

5. A completed request shall be submitted to the employee's immediate supervisor. The immediate supervisor shall forward the request to the Superintendent. In emergency situations, this notification may be ex post facto.

6. Unused earned paid leave time can accumulate up to ten (10) days per year. Any unused earned paid leave time beyond the ten (10) days will be forfeited.

C. Bereavement

1. In case of death of a member of the immediate family which includes: spouse/partner, parents, sibling, child, in-laws/step/foster/domestic partner of same, grandparents, or any other member of the immediate household, the support staff shall be excused without loss of pay or sick days, for an absence not to exceed five (5) school days per instance. The superintendent has the discretion to allow more than five (5) days of bereavement leave for the death of a family member without loss of salary or sick leave.

2. The support staff may apply for additional days in case of the death of any other person whose funeral a support staff attends. At the discretion of the Superintendent, the support staff may be excused without loss of pay for an appropriate period not to exceed one (1) day per year.

D. Maine Paid Family and Medical Leave (MPFML)

1. Program Authorization and Contribution Rates. This article establishes the employee and employer contribution rates for the Maine Paid Family and Medical Leave

(MPFML) Program, as authorized under Title 26 850-A through 850-R of Maine State Law. The total required contribution rate shall be shared equally between the employee and the employer (RSU 38), with each party contributing fifty percent (50%) of the total contribution rate. All contributions shall be remitted in accordance with applicable state requirements.

2. Sick Leave Supplement. An employee utilizing Maine Paid Family and Medical Leave (MPFML) may choose to supplement their MPFML benefit with accrued sick leave, up to the difference between their regular pay and the amount received under MPFML. Under no circumstances will an employee receive compensation exceeding their regular pay through a combination of sick leave and MPFML benefits.

E. Other Leaves of Absence

1. Time necessary for jury duty: Notification must be made at least five (5) days before time of jury duty. The support staff employee will receive regular pay, less any amount received from the court for such jury duty.

2. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard: Providing such obligations cannot be filled on days when school is not in session, a support staff member shall be paid their regular pay less any pay which they received from the State or Federal Government up to fifteen (15) days. All military leave shall be in strict compliance with federal law.

F. Any paid leave used by an employee will satisfy any obligation of the Board to provide an equivalent amount of leave under Maine or Federal Law. There will be no payout of unused paid leave at any time, except as provided in the Collective Bargaining Agreement.

ARTICLE 21
PROFESSIONAL DEVELOPMENT

A. Support staff members may request reimbursement for tuition or fees for courses and seminars that will enhance their abilities to perform their duties. Staff members must obtain approval from the Superintendent in advance, and the Superintendent has the discretion to approve or deny any request. The Superintendent shall act on all requests within five (5) days after receipt of the request. The Board agrees to pay in advance the full cost of tuition, not to include travel or books, in connection with any approved courses and registration in connection with any approved workshops, seminars, or other such sessions approved in advance by the Superintendent. Said cost will be limited to a maximum amount equal to six (6) undergraduate/graduate credits at the University of Maine in Orono rate per contract year per employee. The total District reimbursement shall not exceed $20,000 per year. All courses must be passed with at least a B or the employee will be required to reimburse the Board for the cost paid for the course, as per required in the request for educational memorandum of understanding form, which must be filled out by the support staff member.

B. The Board shall pay the reasonable expenses (not reimbursed by other sources), including fees, meals, lodging, and/or transportation of support staff who attend workshops, seminars, conferences, or other activities required by the District. Reimbursement shall be made at the following rates:

1. Transportation: current State of Maine rate;

2. Food: Actual expenses up to $30 per day.

3. Receipts shall be required for reimbursement of all expenditures.

C. Should the School Board or its agent require an employee to enroll in a specific course or professional development activity, the Board shall pay the fees or cost of tuition for said course/professional development activity and shall reimburse the employee for any actual costs of the course/professional development activity. If the required course is not completed, the employee will be required to reimburse the Board for the cost paid for the course.

D. Should the School Board require an individual employee to take a specific course/professional development activity, the School Board shall pay the employee for the actual time spent attending the course/professional development activity.

E. Workshops/In-Service Trainings

1. Ed Techs may attend the October and/or March full-day professional development days with pay. CEUs for recertification will be provided to those who attend the full day.

2. Support Staff Employees required to attend workshops or in-service trainings approved by the Superintendent/designee shall be compensated for their attendance.

3. Association representatives may suggest suitable workshop programs and/or trainings appropriate for their classification.

4. With prior written approval from the Superintendent/designee, employees may request to attend out-of-district workshops or trainings relevant to their position, and their voluntary attendance shall be with pay on normally scheduled work days.

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ARTICLE 22
DURATION OF AGREEMENT

A. This Agreement shall be effective September 1, 2026, and shall continue in effect until August 31, 2028, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

C. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents or chairpersons, all on the day and year first above written.

Maranacook Area Staff Association

President Jill Plourd

4-27-26
Date

Regional School Unit No. 38
Board of Directors

Board Chair Shawn Roderick

April 3, 2026
Date

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APPENDIX A

SALARY SCALES

RSU 38 Support Staff 2026-2027

Step Increment: $0.30 | Base Increase: 5% from 2025-2026

2026-2027	STEP	Custodian	Day Trmnt Prgm	Asst Cook	Admin Sec	Office Coord.	Office Asst	Ed Tech I Bus Monitor	Ed Tech II	Ed Tech III (Tech Ed Tech)	Mechanic
0	0	$19.37	$26.88	$17.37	$21.57	$22.96	$20.17	$18.88	$19.35	$22.07	$29.38
1	1	$19.67	$27.18	$17.67	$21.87	$23.26	$20.47	$19.18	$19.65	$22.37	$29.68
2	2	$19.97	$27.48	$17.97	$22.17	$23.56	$20.77	$19.48	$19.95	$22.67	$29.98
3	3	$20.27	$27.78	$18.27	$22.47	$23.86	$21.07	$19.78	$20.25	$22.97	$30.28
4	4	$20.57	$28.08	$18.57	$22.77	$24.16	$21.37	$20.08	$20.55	$23.27	$30.58
5	5	$20.87	$28.38	$18.87	$23.07	$24.46	$21.67	$20.38	$20.85	$23.57	$30.88
6	6	$21.17	$28.68	$19.17	$23.37	$24.76	$21.97	$20.68	$21.15	$23.87	$31.18
7	7	$21.47	$28.98	$19.47	$23.67	$25.06	$22.27	$20.98	$21.45	$24.17	$31.48
8	8	$21.77	$29.28	$19.77	$23.97	$25.36	$22.57	$21.28	$21.75	$24.47	$31.78
9	9	$22.07	$29.58	$20.07	$24.27	$25.66	$22.87	$21.58	$22.05	$24.77	$32.08
10	10	$22.37	$29.88	$20.37	$24.57	$25.96	$23.17	$21.88	$22.35	$25.07	$32.38
11	11	$22.67	$30.18	$20.67	$24.87	$26.26	$23.47	$22.18	$22.65	$25.37	$32.68
12	12	$22.97	$30.48	$20.97	$25.17	$26.56	$23.77	$22.48	$22.95	$25.67	$32.98
13	13	$23.27	$30.78	$21.27	$25.47	$26.86	$24.07	$22.78	$23.25	$25.97	$33.28
14	14	$23.57	$31.08	$21.57	$25.77	$27.16	$24.37	$23.08	$23.55	$26.27	$33.58
15	15	$23.87	$31.38	$21.87	$26.07	$27.46	$24.67	$23.38	$23.85	$26.57	$33.88

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RSU 38 Support Staff 2027-2028

Step Increment: $0.30 | Base Increase: 5% from 2026-2027

2026-2027	STEP	Custodian	Day Trmnt Prgm	Asst Cook	Admin Sec	Office Coord.	Office Asst	Ed Tech I Bus Monitor	Ed Tech II	Ed Tech III (Tech Ed Tech)	Mechanic
0	0	$20.34	$28.22	$18.24	$22.65	$24.11	$21.18	$19.82	$20.32	$23.17	$30.85
1	1	$20.64	$28.52	$18.54	$22.95	$24.41	$21.48	$20.12	$20.62	$23.47	$31.15
2	2	$20.94	$28.82	$18.84	$23.25	$24.71	$21.78	$20.42	$20.92	$23.77	$31.45
3	3	$21.24	$29.12	$19.14	$23.55	$25.01	$22.08	$20.72	$21.22	$24.07	$31.75
4	4	$21.54	$29.42	$19.44	$23.85	$25.31	$22.38	$21.02	$21.52	$24.37	$32.05
5	5	$21.84	$29.72	$19.74	$24.15	$25.61	$22.68	$21.32	$21.82	$24.67	$32.35
6	6	$22.14	$30.02	$20.04	$24.45	$25.91	$22.98	$21.62	$22.12	$24.97	$32.65
7	7	$22.44	$30.32	$20.34	$24.75	$26.21	$23.28	$21.92	$22.42	$25.27	$32.95
8	8	$22.74	$30.62	$20.64	$25.05	$26.51	$23.58	$22.22	$22.72	$25.57	$33.25
9	9	$23.04	$30.92	$20.94	$25.35	$26.81	$23.88	$22.52	$23.02	$25.87	$33.55
10	10	$23.34	$31.22	$21.24	$25.65	$27.11	$24.18	$22.82	$23.32	$26.17	$33.85
11	11	$23.64	$31.52	$21.54	$25.95	$27.41	$24.48	$23.12	$23.62	$26.47	$34.15
12	12	$23.94	$31.82	$21.84	$26.25	$27.71	$24.78	$23.42	$23.92	$26.77	$34.45
13	13	$24.24	$32.12	$22.14	$26.55	$28.01	$25.08	$23.72	$24.22	$27.07	$34.75
14	14	$24.54	$32.42	$22.44	$26.85	$28.31	$25.38	$24.02	$24.52	$27.37	$35.05
15	15	$24.84	$32.72	$22.74	$27.15	$28.61	$25.68	$24.32	$24.82	$27.67	$35.35