

## BOARD OF DIRECTORS MEETING AGENDA

### MVCS CAFETERIA

MONDAY, JUNE 15, 2026 at **3:00- 5:00PM**

RETIREMENT OPEN HOUSE/RECEPTION FOR SUPERINTENDENT ALDEN

MONDAY, JUNE 15 , 2026 SCHOOL BOARD at MVCS at **6:30PM**

Link for Live Viewing at: <https://meet.google.com/yok-odcy-hpq>

#### **I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

1. Welcome- Dr. Carrie Luce, Principal MVCS

#### **II. ADJUSTMENTS TO THE AGENDA**

If yes:

Motion:

Second:

#### **III. CONSIDERATION OF THE MINUTES**

Approve the minutes of the May 27th Annual Budget Meeting and the June 1st Meeting of the Western Foothills Regional School Unit No. 10 School Board Meeting Minutes as Written.

5/27/26

Motion:

Second:

6/1/26

Motion:

Second:

#### **PUBLIC COMMENTS/QUESTIONS**

(This is the time for the public to comment in-person at School Board Meetings)

#### **V. COMMUNICATION/CORRESPONDENCE**

Student Board Representatives Reports - MVHS- Vacant

Student Board Representatives Reports - BJSHS- Vacant

##### **Upcoming Meetings:**

**June 16th Last Day of 2025-2026 SY!**

June 17th Policy Committee Meeting at **BJSHS-LIBRARY** at **5:00**

June 17th Personnel Committee Meeting at **BJSHS-LIBRARY** at **6:00**

June 19th Juneteenth Central Office **CLOSED**

June 24th Special School Board Meeting (if needed) at MVHS at **6:00**

#### **VI. COMMITTEE REPORTS**

1. Personnel Committee

2. Policy Committee

3. Finance Committee
4. Building & Grounds Committee
5. Negotiations Committee update
6. Region 9
7. Region 11
8. Curriculum Committee
9. Superintendent's Report-

## **VII. SUPERINTENDENT'S CORRESPONDENCE**

### **Administrative/Department Reports:**

#### **Resignations/Retirements:**

The Superintendent has accepted the resignation of Cortney Waitt, Assistant Principal at BJSHS and HSES, effective 6/30/26.

The Superintendent has accepted the resignation of Diana Nutting, Grade 4 Teacher at HSES, effective at the end of the 2025-2026 SY.

The Superintendent has accepted a notice of **retirement** from Teresa Demillo, Nutrition Service Worker at MVHS, effective at the end of the 2025-2026 SY.

#### **Transfers:**

The Superintendent has approved the transfer of Brett Buckley from Special Education, Ed Tech I, to Special Education, Ed Tech III at BJSHS, effective 2026-2027 SY.

The Superintendent has approved the transfer of Alison Woodcock, from Special Education, Ed Tech II, Special Education, Ed Tech III at MVCS.

The Superintendent has approved the transfer of Deborah Lamarre from Special Education, Ed Tech III(ELS), to PreK Ed Tech III at MVCS, beginning the 2026-2027 SY.

#### **Appointments:**

None

#### **New Hires (don't need Board approval):**

The Superintendent has hired Teresa Ryan, as a Special Education, Ed Tech I at HSES, beginning the 2026-2027 SY.

Crystal Duguay, of WFRP(Western Foothills Regional Program) has hired Michael Arbor, as a Special Education, Ed Tech III at WFRP, beginning the 2026-2027 SY.

#### **Employee Probationary Period Completions:**

None

Policy Regulations and Job Descriptions (don't need Board approval):

None

**VIII. OLD BUSINESS**

None

**IX. NEW BUSINESS**

1. Act to Approve closing the Meroby Elementary School Bank Account Ending in 7162 and Rumford Elementary School Sunshine Account Ending in 7373 with Franklin Savings Bank, and Removing James Hodgkin from the Rumford Elementary School Account Ending in 8602, and Adding Carolyn Luce.  
Motion:                      Second:
2. Act to Approve Removing Debra Buotte from the Mountain Valley High School Account Ending in 0440 with Franklin Savings Bank, and Adding Kasey Flagg.  
Motion:                      Second:
3. Act to Approve Removing Deborah Alden from Bangor Savings Bank Accounts ending in 2001, 6702, 9135, and 1992 and Northeast Bank Accounts Ending in 5566 and 3174 and Adding Matthew Gilbert.  
Motion:                      Second:
4. Act to Approve Changing the Bank Account at Franklin Savings Bank ending in 8602 from Rumford Elementary School (RES) to Mountain Valley Community School (MVCS).  
Motion:                      Second:
5. Vote that the Computation and Declaration of Votes dated June 9, 2026 and attached hereto be Approved.  
Further vote that the Computation and Declaration of Votes be entered upon the records of Regional School Unit No. 10.  
Further vote that a certification copy of the Computation and Declaration of Votes be sent to each of the Municipal Clerks of the member municipalities with Regional School Unit No. 10 District Budget.  
Motion:                      Second:
6. Motion to approved Assessment Warrants and Installment Schedules:

Cont. below

**Motion:**

I move that the Warrant for Assessment of Tax and Assessment Schedule and Notice of Installments for each member municipality prepared by the Treasurer for fiscal 2026-2027 be approved and be issued in form presented to this meeting; and that the Treasurer be authorized and directed to deliver to each member municipality its Warrant for Assessment of Tax and its Assessment Schedule and Notice of Installments.

Motion:                      Second:

7. Act on a Request from MVHS Principal, Tom Danylik to Use Supplemental Budget Funds to Refinish the Gymnasium Floor.

Motion:                      Second:

8. Act to Ratify the Collective Bargaining Agreement Between RSU 10 Board of Directors and Educational Technicians.

Motion:                      Second:

9. Act on Disposal of a 20 Plus Year Old (no longer in service) Reach-In Freezer(Nutrition).

Motion:                      Second:

10. Act to Allow the Superintendent, Matthew Gilbert, to Hire Certified Teachers Between Now and August 10, 2026.

Motion:                      Second:

11. Buckfield, Hartford and Sumner Withdrawal Agreements.

**Option A:**

Move that the Board of School Directors of RSU 10 authorize the Superintendent of Schools, on behalf of RSU 10, to sign proposed Buckfield, Hartford and Sumner Withdrawal Agreements in the form presented to this meeting, with such minor non-substantive changes or corrections in form as may be approved by RSU 10's counsel, and upon execution of such agreements by the Buckfield, Hartford and Sumner Withdrawal Committees, respectively, to submit the executed withdrawal agreements to the Commissioner of the Maine Department of Education.

**Option B:**

Move that the Board of School Directors call a special meeting of the board for 6:00p.m. on June 24, 2026 for the purpose of considering the proposed Buckfield, Hartford and Sumner Withdrawal Agreements.

**Motion:                      Second:**

**X. BOARD MEMBER COMMENTS**

**XI. EXECUTIVE SESSION**

1. Act to Enter into Executive Session for the Purpose of Hiring a Middle School Assistant Principal for the MVCS, Pursuant to 1 MRS § 405(6)(A).

**EXIT EXECUTIVE SESSION**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ at \_\_\_\_\_ p.m

**RESULTS FROM EXECUTIVE SESSION:**

Act on the Hiring of (candidate), as a Middle School Assistant Principal for the MVCS, Pursuant to 1 MRS § 405(6)(A).

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

**EXECUTIVE SESSION**

2. Act to Enter into Executive Session for the Purpose of Hiring a Director of Curriculum, Instruction, and Assessment for the District, Pursuant to 1 MRS § 405(6)(A).

**EXIT EXECUTIVE SESSION**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ at \_\_\_\_\_ p.m

**RESULTS FROM EXECUTIVE SESSION:**

Act on the Hiring of (candidate), as a Director of Curriculum, Instruction, and Assessment for the District, Pursuant to 1 MRS § 405(6)(A).

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

**XII. ADJOURNMENT**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_



# WMEC HAPPENINGS



## 2026 WMEC Rendezvous: A Resilient Return

Marking a powerful return to large-scale, in-person professional development following the event's unfortunate cancellation in 2020 due to COVID-19, this year's Rendezvous proved that our regional commitment to educational growth is stronger than ever.



WMEC Rendezvous 3/20/26  
PC: Chris Hollingsworth

The event brought together an incredible crowd of 1700+ PK-12 educators, administrators, and education technicians representing 15 participating districts: **Andover, Eustis, Fayette, MSAD 13, MSAD 44, MSAD 58, MSAD 59, RSU 04, RSU 09, RSU 10, RSU 38, RSU 56, RSU 73, RSU 74, and Winthrop.**

The sheer scale of this year's Rendezvous highlights the massive collaborative effort required to bring our region to the University of Maine Farmington (UMF) campus:

- **96 Unique Workshops:** Educators had access to a diverse array of professional learning opportunities spread across three comprehensive learning sessions.
- **134 Presenters:** The event's sessions were led by people from 25 non-WMEC entities alongside peers from 12 of our own WMEC districts.
- **90 Dedicated Volunteers:** The day was made possible thanks to the hard work of 90 volunteers stepping up from all 15 participating districts to set-up, staff check-in and help stations, direct parking, assist with lunch pick-up, and clean-up.

Feedback from the participants who completed the post-event survey indicates that WMEC Rendezvous continues to be a cornerstone of regional professional development. An impressive 90% of surveyed participants stated that the event would have a positive impact on their professional practice.

*Continues on next page...*

### 2025-26

#### Members:

Andover  
Eustis  
Fayette  
Lisbon  
MSAD 13  
MSAD 44  
MSAD 58  
MSAD 59  
RSU 4  
RSU 9  
RSU 10  
RSU 38  
RSU 56  
RSU 73  
RSU 74  
RSU 78  
Winthrop

#### Executive Committee:

**Pamela Doyen** President;  
RSU 56

**Sandra MacArthur** Vice  
President; MSAD 13

**Leanne Condon**  
Secretary; Andover

**Mark Kenney**  
Treasurer; MSAD 44

#### Board Meetings:

October 6  
January 12  
April 6  
June 15

#### Check us out:

[www.wmec.us](http://www.wmec.us)



#### Contact us:

147 Weld St.,  
Dixfield, ME 04224  
[executivedirector@wmec.us](mailto:executivedirector@wmec.us)  
(207) 620-2010

## 2026 WMEC Rendezvous: A Resilient Return, continued

A huge thank you goes out to the WMEC Board of Directors, the Professional Development Committee, the Rendezvous Team, our partners at UMF, our Summit Partner: **Maine Retirement Annuities, Inc.**, Trailblazer Supporter: Bob's Cash Fuel, and our Pathfinder Friends: Oxford Federal Credit Union; Skowhegan Savings Bank, and Specialty Services, Inc. Most of all, thank you to the educators and volunteers who brought their energy and passion to Farmington.



WMEC Rendezvous Session  
3/20/26  
PC: Meagan White

Save the Date! With 88% of attendees already voicing their desire for another WMEC Rendezvous, the WMEC Board has targeted **March 16, 2029**.

Together we can  
make a difference.



One Bag = One Dollar Donation!

During our benefiting month, every time this \$2.50 reusable Community Bag is purchased at our selected Hannaford location, our organization will receive a \$1 donation that goes directly toward our mission!

Benefiting Organization:



Our Benefiting Month:

JUNE  
2026

At This Hannaford Location:

**Rumford  
Hannaford**

520 Waldo St.  
Rumford, ME

[hannaford.givelocal.com](http://hannaford.givelocal.com) | Community Bag Program

WMEC is a non-profit 501(c)(3); our mission is to advance a sustainable regional collaborative in western Maine that meets the needs of both the organization and its individual members.

Vision: To enhance teaching and learning through collaborative networks, responsive professional development, and support for innovative strategies and shared resources.

**BOARD OF DIRECTORS MEETING APPROVED MINUTES**  
**MVHS CAFETERIA**  
**MONDAY, MAY 11, 2026 SCHOOL BOARD 6:30PM**

Link for Live Viewing at: <https://meet.google.com/yok-odcy-hpq>

School Board Members Present: Chad Culleton, Allison Long, Peter DeFilipp, Darcy Klein, Ed Bulger, Kristen Chapman, Veronica "Bonnie" Knox, Dan Hodge, Erin Hinkley, Jennifer LeDuc, Doug Stone, Jonathan Ferreira

School Board Members Absent: Vacant- Hanover Rep.

Staff & Community Present: Deb Alden, Brian Carrier, Matthew Gilbert, Carrie Luce, Todd Papianou, Karen Wilson, Larry Thornton, Thomas Danylik, Leah Kaulback, Laura Johnston, Students, Staff, Community Members

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

1. Welcome- Dr. Carrie Luce, Principal MVCS

**II. ADJUSTMENTS TO THE AGENDA**

If yes:

Motion: Peter DeFilipp Second: Doug Stone Vote: Unanimous in Favor

**III. CONSIDERATION OF THE MINUTES**

Approve the minutes of the April 27th Meeting of the Western

Foothills Regional School Unit No. 10 School Board Meeting Minutes as Written.

Motion: Peter DeFilipp Second: Doug Stone Vote: 11 in Favor and 1 abstaining  
Jennifer LeDuc

**PUBLIC COMMENTS/QUESTIONS**

(This is the time for the public to comment in-person at School Board Meetings)

None

**V. COMMUNICATION/CORRESPONDENCE**

Student Board Representatives Reports - MVHS- Chloe Brown

Student Board Representatives Reports - BJSHS- Vacant

**Upcoming Meetings:**

May 18th Budget Informational Meeting at 6:30 at BJSHS

May 20th Curriculum Committee Meeting at 4:00 at CO

May 20th Personnel Committee Meeting at 5:00 at CO

May 20th Policy Committee Meeting at 6:00 at CO

May 25th Memorial Day- Central Office **CLOSED**

May 27th RSU 10 Annual Budget Meeting at 6:30 at MVHS Auditorium

June 1st Employee Retiree Recognition Dinner 5:00 at MVHS Cafeteria

June 1st School Board Meeting at 6:30 at MVHS Cafeteria

Cont.

June 9th Budget Validation Referendum- **VOTING in your Towns!**

June 11th MVHS Graduation at MVHS at **6:00**

June 12th BJSBS Graduation at BJSBS at **6:00**

June 15th School Board Meeting at MVHS at **6:30**

## **VI. COMMITTEE REPORTS**

1. Personnel Committee: Meet next week
2. Policy Committee: Met 4/29 Cellphone Policy
3. Finance Committee: Met 4/29 Audit review and facilities budget concerns
4. Building & Grounds Committee: Met 4/29 Septic project, facilities budget concern, and Meroby
5. Negotiations Committee update
6. Region 9: Budget vote prior to last meeting
7. Region 11: Meeting on 5/14
8. Curriculum Committee: Meeting on 5/20
9. Superintendent's Report:
  - **MVCS Grand Opening & Ribbon Cutting was May 9th-** This was held at 10:00 and included tours of the school.
  - **MVCS-** May 6th we did a walk through with Landry-French, Harriman, Sargent, outside and then inside the building. They made good headway on the list over April Break and Sargent is coming soon for the grass, woodchips and then after school gets out to work on everything else, like stripping parking lot, etc. The track will also be reconfigured.
  - **Annual Budget meeting May 27th-** Do we want to provide bus transportation from the NV Region? Not sure how much this was used last year. **The Board agreed we would provide this.**
  - **SchoolSpring-** We have added this system for advertising our openings. Hoping it will get our jobs out to more people and places. We also are on ServingSchools. Also, advertising for custodial and transportation positions in newspapers like the Country Courier, Rumford Falls Times, etc.
  - **Posted for Bids on Septic design and Portable completion at BJSBS-** These bids are due May 18th and we will need a School Board member at the bid opening.
  - **Retirements-** Reminder that June 1st is when the Board recognizes Teacher/staff retirements at a dinner(5:00) before the Board meeting.

## **VII. SUPERINTENDENT'S CORRESPONDENCE**

### **Administrative/Department Reports:**

JMG- MAD Day at MVHS 4/16/26- Staff: Larry Thornton and Students: DiQuari Thompson, Ryder Harding, and Jayden Woods

Summer Falcon Camp-Presentation- Staff: Todd Papianou and Karen Wilson  
Students: Haylee Rivera-White, Althea Allen, and Whyatt Perham

**Resignations/Retirements:**

The Superintendent has accepted the resignation of Mariah Pelletier, Grade 3 Teacher at MVCS, effective at the end of the 2025-2026 SY.

**Transfers:**

None

**Appointments:**

The Superintendent has appointed Anthony Mazza, Jr., as JV Baseball Coach at MVCS for the 2025-2026 season.

**New Hires (don't need Board approval):**

None

**Employee Probationary Period Completions:**

None

**Policy Regulations and Job Descriptions (don't need Board approval):**

None

**VIII. OLD BUSINESS**

None

**IX. NEW BUSINESS**

1. Act to Approve Overnight Trips for the Summer Falcon Club 2026 (Karen Wilson/Todd Papianou).  
Motion: Bonnie Knox    Second: Peter DeFilipp    Vote: Unanimous in Favor
2. Act on the Recommendation of the Superintendent to Issue a First Year Probationary Teacher Contract (Hired after January 15th):  
Motion: Alison Long    Second: Bonnie Knox    Vote: Unanimous in Favor
3. Act on the Recommendation of the Superintendent to Issue a Second Year Probationary Teacher Contract:  
Motion: Bonnie Knox    Second: Doug Stone    Vote: Unanimous in Favor

Carly Georgen

Isaac Ledesma  
Melissa Porter  
David Knightly

Sydney Rowe  
Valentina Ortiz  
Kimberly Clowes

Cont.

Vanessa Hamner

Colleen Calden

Ian Cayer

Amy Arsenault

James Aylward

Abigail Wakefield

Shawn Prokey

Kelly Angell

Mary Malchisky

Isabella Leahy

Tracy Morin

Kristen Bernard

Diana Nutting

Lindsay Nowlin

Joshua Thornton

4. Act on the Recommendation of the Superintendent to Issue Teacher's First Continuing Contract:

Motion: Bonnie Knox    Second: Doug Stone    Vote: Unanimous in Favor

Audra Trenoweth

Chris Brennick

Angela Woods

Kristin Arsenault

Sheena Holmquist

Megan Hoyt

Samantha Blanchette

Amy Gilbert

Kristina Gailloux-Therriault

Shira Waite

5. Act to Approve the Sale of Surplus Items per Policy DN- School Properties Disposition.

Motion: Bonnie Knox    Second: Doug Stone    Vote: 9 in Favor and 3 Abstaining:  
Kristen Chapman, Darcy Klein,  
Erin Hinkley

6. Act on First Reading of Revised JICJ- Student Use of Cell Phones and Other Electronic Devices.

Motion: Bonnie Knox    Second: Peter DeFilipp    Vote: 11 in Favor and 1 Opposed:  
Darcy Klein

7. Act on First Reading of Revised JLCD- Administration of Medication to Students.

Motion: Bonnie Knox    Second: Peter DeFilipp    Vote: 9 in Favor and  
3 Abstaining: Kristen Chapman, Darcy Klein, Erin Hinkley

## **X. BOARD MEMBER COMMENTS**

### **~~XI. EXECUTIVE SESSION~~**

- ~~1. Move to Enter Executive Session to Consider Student Disciplinary Matter Pursuant to 1 MRS § 405(6)(B):~~

~~———— Motion: ————— Second: —————~~

### **~~———— EXIT EXECUTIVE SESSION~~**

~~\_\_\_\_\_ Motion: \_\_\_\_\_ Second: \_\_\_\_\_ at \_\_\_\_\_ p.m~~

~~\_\_\_\_\_ **RESULTS FROM EXECUTIVE SESSION:**~~

~~\_\_\_\_\_ Act to Expel a Student from School Pursuant to 20A MRS Section 1001(9) on the  
\_\_\_\_\_ Grounds that such Expulsion is Necessary for the Peace and Usefulness of the  
\_\_\_\_\_ Schools, and to Direct the Superintendent to Provide the Student's Parents Written  
\_\_\_\_\_ Notice of this Action and Develop a Reentry Plan for the Student as Required by  
\_\_\_\_\_ Law:~~

~~\_\_\_\_\_ Motion: \_\_\_\_\_ Second:~~

**\*No Board members who are in attendance of a Board meeting virtually can attend the executive session remotely, per BEC-R Executive Session Law(II): Restrictions During Executive Session.\***

**XII. ADJOURNMENT**

Motion: Bonnie Knox    Second: Chad Culleton    Vote: Unanimous in Favor  
at 8:00p.m.



**WARRANT TO CALL  
REGIONAL SCHOOL UNIT NO. 10 BUDGET MEETING  
(20-A M.R.S. § 1485)  
WEDNESDAY, MAY 27, 2026  
MOUNTAIN VALLEY HIGH SCHOOL AUDITORIUM  
**DRAFT** MINUTES**

School Board Members Present: Chad Culleton, Veronica “Bonnie”Knox, Allison Long, Peter DeFilipp, Dan Hodge, Erin Hinkley, Doug Stone, Kristen Chapman, Ed Bulger, Darcy Klein, Jennifer LeDuc, Jonathan Ferreira

School Board Members Absent: Vacant-Hanover Rep.

Town Clerks/Representatives Present: Hartford, Mexico, Hanover, Roxbury, Rumford, Sumner, Buckfield

Total Number of Registered Voters in Attendance: 88

Ballot Clerks: Diane Campbell-Sumner, Sandra Ackley- Mexico, Allysa Phillips-Buckfield, Lianne Bedard-Hartford

Staff & Community Present: Deb Alden, Margaret Therriault, Matthew Gilbert, Leah Kaulback, Terry Hayes, Bruce Farrin, RSU 10 Staff, Community Members

Called to Order and the Pledge of Allegiance at: 6:36p.m.

TO: Leah Kaulback, a resident of Regional School Unit No. 10 (the “Regional School Unit”) composed of the Towns of Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, and Sumner, State of Maine.

In the name of the State of Maine, you are hereby required to notify the voters of each of the municipalities within the Regional School Unit, namely, the Towns of Buckfield, Hanover, Hartford, Mexico, Roxbury, Rumford, and Sumner, that a Regional School Unit Budget Meeting will be held at Mountain Valley High School Muskie Auditorium, 799 Hancock Street, Rumford, Maine at 6:30 P.M. on May 27, 2026 for the purpose of determining the Budget Meeting Articles set forth below.

**ARTICLE 1A:** To elect a moderator to preside at the meeting.

J.Wiley nominated Terry Hayes as Moderator

Second: Community Member

Cease Nominations

Motion: A. Long

Second: V. Knox

Unanimous

Vote for Moderator- Terry Hayes: Passed (3-0 Written Ballots cast)

Superintendent Alden- Administered the Oath to T. Hayes

Terry Hayes- Administered the Oath to Ballot Clerks- Diane Campbell-Sumner, Sandra Ackley-Mexico, Allysa Phillips-Buckfield, Jaylene Gonyea-Hartford

**ARTICLES 1 THROUGH 11**  
**AUTHORIZE EXPENDITURES IN COST CENTER CATEGORIES**

**ARTICLE 1:** To see what sum the Regional School Unit will be authorized to expend for Regular Instruction.

**School Board Recommends \$13,051,257.80**

Motion: P. DeFilipp Second: D. Stone  
Passed

**ARTICLE 2:** To see what sum the Regional School Unit will be authorized to expend for Special Education.

**School Board Recommends \$9,866,365.73**

Motion: P. DeFilipp Second: J. LeDuc  
Passed

**ARTICLE 3:** To see what sum the Regional School Unit will be authorized to expend for Career and Technical Education.

**School Board Recommends \$270,839.81**

Motion: P. DeFilipp Second: C. Culleton  
Passed

**ARTICLE 4:** To see what sum the Regional School Unit will be authorized to expend for Other Instruction.

**School Board Recommends \$1,060,349.64**

Motion: J. Wiley Second: Community Member  
Made a motion to decrease the amount to \$888,349.64.  
Vote: Failed

Motion: C. Brennick Second: Community Member  
Made a motion for the original amount of \$1,060,349.64  
Passed

**ARTICLE 5:** To see what sum the Regional School Unit will be authorized to expend for Student and Staff Support.

**School Board Recommends \$3,084,947.02**

Motion: P. DeFilipp Second: D. Stone  
Passed

**ARTICLE 6:** To see what sum the Regional School Unit will be authorized to expend for System Administration.

**School Board Recommends \$1,016,314.62**

Motion: P. DeFilipp Second: J. LeDuc  
Passed

**ARTICLE 7:** To see what sum the Regional School Unit will be authorized to expend for School Administration.

**School Board Recommends \$1,842,589.01**

Motion: P. DeFilipp Second: C. Culleton  
Passed

**ARTICLE 8:** To see what sum the Regional School Unit will be authorized to expend for Transportation and Buses.

**School Board Recommends \$3,130,446.67**

Motion: P. DeFilipp Second: C. Culleton

Passed

**ARTICLE 9:** To see what sum the Regional School Unit will be authorized to expend for Facilities Maintenance.

**School Board Recommends \$4,255,499.45**

Motion: P. DeFilipp Second: A. Long

Passed

**ARTICLE 10:** To see what sum the Regional School Unit will be authorized to expend for Debt Service and Other Commitments.

**School Board Recommends \$7,467,136.57**

Motion: P. DeFilipp Second: C. Culleton

Passed

**ARTICLE 11:** To see what sum the Regional School Unit will be authorized to expend for All Other Expenditures.

**School Board Recommends \$0.00**

Motion: P. DeFilipp Second: C. Culleton

Passed

#### **ARTICLES 12 AND 13**

#### **RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET**

**ARTICLE 12:** To see what sum the Regional School Unit will appropriate for the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and to see what sum the Regional School Unit will raise and assess as each municipality's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

**Recommended amounts set forth below:**

| <b>Total Appropriated<br/>(by municipality):</b> |                         | <b>Total Raised (and Regional School Unit<br/>assessments by municipality):</b> |                        |
|--------------------------------------------------|-------------------------|---------------------------------------------------------------------------------|------------------------|
| Town of Buckfield                                | \$ 3,865,219.97         | Town of Buckfield                                                               | \$ 1,160,423.84        |
| Town of Hanover                                  | \$ 601,687.76           | Town of Hanover                                                                 | \$ 368,336.25          |
| Town of Hartford                                 | \$ 2,445,569.59         | Town of Hartford                                                                | \$ 1,045,265.84        |
| Town of Mexico                                   | \$ 6,388,426.69         | Town of Mexico                                                                  | \$ 826,051.66          |
| Town of Roxbury                                  | \$ 402,049.42           | Town of Roxbury                                                                 | \$ 402,049.42          |
| Town of Rumford                                  | \$ 12,288,848.57        | Town of Rumford                                                                 | \$ 3,865,790.09        |
| Town of Sumner                                   | \$ 1,735,744.41         | Town of Sumner                                                                  | \$ 638,073.16          |
| <b>Total Appropriated<br/>(sum of above)</b>     | <b>\$ 27,727,546.41</b> | <b>Total Raised<br/>(sum of above)</b>                                          | <b>\$ 8,305,990.26</b> |

*Explanation: The Regional School Unit's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in*

*the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that the Regional School Unit must raise and assess in order to receive the full amount of state dollars.*

Motion: P. DeFilipp      Second: A. Long  
Pass

**ARTICLE 13:** (Written ballot required.) To see what sum the Regional School Unit will raise and appropriate in additional local funds (**Recommend \$7,532,467.01**), which exceeds the State's Essential Programs and Services allocation model by (**Recommend \$7,532,467.01**) as required to fund the budget recommended by the School Board.

The School Board Recommends \$7,532,467.01, which exceeds the State's Essential Programs and Services allocation model by \$7,532,467.01. The School Board gives the following reasons for exceeding the State's Essential Programs and Services funding model: This amount is needed to cover costs of RSU schools that the state's funding model does not recognize including the following: 1) costs of maintaining student-teacher ratios, 2) costs of special education programming, 3) costs of extra-curricular and co-curricular programs, and 4) transportation costs.

*Explanation: The additional local funds are those locally raised funds over and above the Regional School Unit's local contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Regional School Unit budget for educational programs.*

Motion: A. Long      Second: P. DeFilipp  
Passed (69/17)

#### **ARTICLE 14 SUMMARIZES THE PROPOSED SCHOOL BUDGET**

**ARTICLE 14:** To see what sum the Regional School Unit will authorize the School Board to expend for the fiscal year beginning July 1, 2026 and ending June 30, 2027 from the Regional School Unit's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, local funds for non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

**School Board Recommends \$45,045,746.32**

Motion: P. DeFilipp      Second: C. Culleton  
Passed

#### **ARTICLE 15 AUTHORIZES THE ADULT EDUCATION PROGRAM AND RAISES THE LOCAL SHARE**

**ARTICLE 15:** To see if the Regional School Unit will appropriate **\$41,001.15** for adult education and raise **\$20,079.39** as the local share, with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

Motion: P. DeFilipp    Second: C. Culleton  
Passed

**ARTICLE 16 AUTHORIZES EXPENDITURES OF  
GRANTS AND OTHER RECEIPTS**

**ARTICLE 16:** In addition to amounts approved in the preceding articles, shall the School Board be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school and other program purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

Motion: P. DeFilipp    Second: C. Culleton  
Passed

**ARTICLE 17 AUTHORIZES TRANSFERS AMONG COST CENTERS**

**ARTICLE 17:** Shall the School Board be authorized to transfer amounts exceeding 5% of the total appropriation for any cost center to another cost center or among other cost centers for the 2026-2027 fiscal year, provided that transfers shall not be permitted to increase the authorized total school budget?

Motion: P. DeFilipp    Second: C. Culleton  
Passed

**ARTICLE 18 AUTHORIZES THE  
CAREER AND TECHNICAL EDUCATION BUDGET**

**ARTICLE 18:** Shall Vocational Region 11 (Oxford Hills Technical School) approve a budget for vocational education in the amount of **\$5,234,129.00** for the year beginning July 1, 2026 through June 30, 2027 with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and well-being of its vocational education program?

Motion: P. DeFilipp    Second: D. Stone  
Passed

**ARTICLE 19 AUTHORIZES THE OXFORD HILLS TECHNICAL SCHOOL  
ADULT EDUCATION BUDGET AND RAISES THE LOCAL SHARE**

**ARTICLE 19:** Shall Vocational Region 11 (Oxford Hills Technical School) approve a budget for adult education in the amount of **\$355,678.00** for the year beginning July 1, 2026 through June 30, 2027 with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and well-being of its adult education program, and shall Regional School Unit 10 raise **\$1,495.30** as its

share of the adult education budget for Vocational Region 11 (Oxford Hills Technical School)?

Motion: P. DeFilipp Second: C. Culleton

Passed

**ARTICLE 20 AUTHORIZES THE ADULT EDUCATION BUDGET FOR REGION 9 SCHOOL OF APPLIED TECHNOLOGY AND RAISES THE LOCAL SHARE**

**ARTICLE 20:** Shall Region 9 School of Applied Technology approve a budget for adult education in the amount of **\$417,221.00** for the year beginning July 1, 2026 through June 30, 2027 with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and well-being of its adult education program, and shall Regional School Unit No. 10 raise **\$175,622.00** as its share of the adult education budget for Region 9 School of Applied Technology?

Motion: P. DeFilipp Second: C. Culleton

Passed

**ARTICLE 21 AUTHORIZES BONDS TO PURCHASE TWO NEW SCHOOL BUSES**

**ARTICLE 21:** Shall the School Board be authorized to issue bonds or notes in the name of the RSU for the purpose of purchasing two new school buses in an amount not to exceed **\$280,000** for a term not to exceed approximately three years and appropriate the same for said purpose?

Motion: P. DeFilipp Second: C. Culleton

Passed

**ARTICLE 22 AUTHORIZES EXPENDITURES FROM THE CAPITAL RESERVE FUND**

**ARTICLE 22:** Shall the School Board be authorized to expend from the existing Capital Reserve Fund as needed in the discretion of the School Board?

Motion: K. Chapman Second: E. Hinkley

Made a motion to amend language to add "following a public forum", after the language "Shall the School Board be authorized to expend"...

Failed

Motion: P. DeFilipp Second: C. Culleton

Made a motion for the original language in the article.

Passed

Motion; Community Member Second Community Member

Adjournment: 8:08p.m.

**BOARD OF DIRECTORS MEETING **DRAFT** MINUTES**  
**MVHS CAFETERIA**  
**MONDAY, JUNE 1, 2026 RETIREE RECOGNITION DINNER 5:00PM**  
**MONDAY, JUNE 1, 2026 SCHOOL BOARD **6:30PM****

Link for Live Viewing at: <https://meet.google.com/yok-odcy-hpq>

School Board Members Present: Chad Culleton, Allison Long, Peter DeFilipp, Darcy Klein(virtual), Ed Bulger, Veronica "Bonnie" Knox, Dan Hodge, Erin Hinkley, Jennifer LeDuc, Doug Stone

School Board Members Absent: Jonathan Ferreira, Kristen Chapman, Vacant- Hanover Rep.

Staff & Community Present: Deb Alden, Brian Carrier, Margaret Therriault, Matthew Gilbert, Bethany Meehan-Poulin, Laura Johnston, Brian Hooper, Danielle Williams, Larry Thornton, Tom Danylik, Carrie Luce, Meadow Casson, Students, Staff, Community Members

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

1. Welcome- T. Danylik, Principal MVHS

**II. ADJUSTMENTS TO THE AGENDA**

If yes:

Motion: P. DeFilipp Second: A. Long

Unanimous

**III. CONSIDERATION OF THE MINUTES**

Approve the minutes of the May 11th, Meeting of the Western Foothills Regional School Unit No. 10 School Board Meeting Minutes as Written.

Motion: P. DeFilipp Second: D. Stone

Unanimous

**PUBLIC COMMENTS/QUESTIONS**

(This is the time for the public to comment in-person at School Board Meetings)

Larry Thronton, Meadow Casson

**V. COMMUNICATION/CORRESPONDENCE**

Student Board Representatives Reports - MVHS- Chloe Brown

Student Board Representatives Reports - BJSHS- Vacant

Superintendent Alden- Sabbatical report- Heidi Campbell

**Upcoming Meetings:**

June 3rd Withdrawal Committee Meeting at **CO** at **4:30**

June 9th Budget Validation Referendum- **VOTING in your Towns!**

June 11th MVHS Graduation at **MVHS** at **6:00**

Cont.

June 12th BJSBS Graduation at **BJSBS** at **6:00**

June 15th School Board Meeting at **MVHS** at **6:30**

**June 16th Last Day of 2025-2026 SY!**

June 17th Policy Committee Meeting at **BJSBS LIBRARY** at **5:00**

June 17th Personnel Committee Meeting at **BJSBS LIBRARY** at **6:00**

## **VI. COMMITTEE REPORTS**

1. Personnel Committee-3/18, 6/17(r/s from 5/20, due to lack of quorum)
  2. Policy Committee-4/29, 6/17(r/s from 5/20, due to lack of quorum)
  3. Finance Committee-4/29
  4. BG&T Committee-4/29
  5. Negotiations Committee update-6/15 contract/bargaining agreement to ratify
  6. Region 9- 6/3
  7. Region 11- N/M
  8. Curriculum Committee-9/16(r/s from 5/20, due to lack of quorum)
  9. Superintendent's Report-
- **Septic design and Portable completion at BJSBS** - We received one RFQ for our Septic Design from Maine Land so we decided to go with them and are waiting for a quote and we didn't receive any for the Portable completion project so now we are looking for someone to do it.
  - **Bucket Loader** - We now have it in our possession.

**\*\*\* June 15th Board Meeting** - I feel I need to express the importance of the "last of the fiscal year" Board Meetings. First, we will ratify the June 9th votes. We hope to have two Administrators to bring to the Board for hiring. If all goes well we will have the Ed Tech Contract to ratify. Additionally, we may have a Withdrawal Agreement to share. Finally, **IF** the Budget is not passed on June 9th we will have to make plans for the next Budget process and additional School Board meetings.

## **VII. SUPERINTENDENT'S CORRESPONDENCE**

Administrative/Department Reports: None

### Resignations/Retirements:

The Superintendent has accepted the resignation of Isabella Leahy, Grade 7 Science Teacher at MVHS, effective at the end of the 2025-2026 SY.

The Superintendent has accepted a notice of **retirement** from David Lamarque, Head Custodian at MVCS, effective 6/30/26.

The Superintendent has accepted the resignation of Leanne Virgin, as Co-Advisor to the Class of 2029 at MVHS.

Transfers:

The Superintendent has approved the transfer of Kaitlyn Lemay, from Special Education Teacher(ELS), to General Education, Grade 5 Teacher at MVCS, beginning the 2026-2027 SY.

The Superintendent has approved the transfer of Elizabeth Coombe, from Special Education, Ed Tech III (RR) at HSES, to PreK Ed Tech III at HSES, beginning the 2026-2027 SY.

Appointments:

The Superintendent has appointed Leanne Virgin, as the Class Advisor for the class of 2030.

New Hires (don't need Board approval):

The Superintendent has hired Kasey Flagg, as the Administrative Assistant/Secretary to the Principal at MVHS, beginning 7/1/26.

Employee Probationary Period Completions:

Breanna Holmquist- TI, ET III at MVCS- 5/12/26

~~Michael Berry- Special Ed., ET III at MVCS- 6/1/26~~

Policy Regulations and Job Descriptions (don't need Board approval):

None

**VIII. OLD BUSINESS**

None

**IX. NEW BUSINESS**

1. Act to Approve the Superintendent's Recommendation of Farrah Poirier, as an Art Teacher at HSES, beginning the 2026-2027 SY.  
Motion: P. DeFilipp      Second: D. Stone  
Unanimous
2. Act to Approve the Superintendent's Recommendation of Marie Lane, as an ELL (English Language Learner)Teacher, for the District, beginning the 2026-2027 SY.  
Motion: P. DeFilipp      Second: C. Culleton  
Unanimous
3. Act to Approve the RSU 10 Health and Safety Emergency Management Plan  
TABLED from April 27, 2026 Meeting.  
Motion: P. DeFilipp      Second: D. Stone  
Unanimous

4. Act to Approve the Job Description for Assistant Director for Early Childhood Special Education.  
Motion: P. DeFilipp      Second: V. Knox      Opposed: E. Hinkley  
Passed
5. Act on Second Reading of Revised JICJ- Student Use of Cell Phones and Other Electronic Devices.  
Motion: P. DeFilipp      Second: C. Culleton      Opposed: D. Klein  
Passed
6. Act on Second Reading of Revised JLCD- Administration of Medication to Students.  
Motion: P. DeFilipp      Second: D. Stone      Opposed: E. Hinkley  
Passed

**X. BOARD MEMBER COMMENTS**

V. Knox, C. Culleton

**XI. EXECUTIVE SESSION**

1. Act to Enter into Executive Session for the Purpose of Hiring a Part Time Assistant Director of Special Services for RSU 10(ECSE) Pursuant to 1 MRS § 405(6)(A).  
Motion: C. Culleton      Second: D. Stone      Opposed: E. Hinkley  
Passed

E. Hinkley left the meeting.

**EXIT EXECUTIVE SESSION**

Motion: V. Knox      Second: D. Stone      at 7:24p.m.

Unanimous

**RESULTS FROM EXECUTIVE SESSION:**

Act on the Hiring of **Danielle Williams**, as a Part Time Assistant Director of Special Services for RSU 10 District for RSU 10 (ECSE) with an Annual Base Salary of \$45,250, Pursuant to 1 MRS § 405(6)(A).

Motion: C. Culleton      Second: V. Knox      Abstained: A. Long

Passed

**\*No Board members who are in attendance of a Board meeting virtually can attend the executive session remotely, per BEC-R Executive Session Law(II): Restrictions During Executive Session.\***

**XII. ADJOURNMENT**

Motion: D. Hodge      Second: D. Stone      at 7:27p.m.

Unanimous

5.

| 669          | Question 1 |      | Question 2 |          |         |  |
|--------------|------------|------|------------|----------|---------|--|
|              | Yes        | No   | Acceptable | Too High | Too Low |  |
| Buckfield    | 225        | 265  | 173        | 279      | 25      |  |
| Hanover      | 68         | 24   | 55         | 29       | 4       |  |
| Hartford     | 158        | 162  | 120        | 174      | 16      |  |
| Mexico       | 350        | 203  | 285        | 213      | 41      |  |
| Roxbury      | 59         | 50   | 52         | 52       | 2       |  |
| Rumford      | 669        | 370  | 500        | 439      | 102     |  |
| Sumner       | 118        | 150  | 98         | 145      | 15      |  |
|              | 1647       | 1224 | 1283       | 1331     | 205     |  |
| Pass or Fail |            |      |            |          |         |  |
| Question 1   | Pass       | 423  |            |          |         |  |
| Question 2   |            |      |            |          |         |  |
| Total        | 2871       |      |            |          |         |  |



# MOUNTAIN VALLEY HIGH SCHOOL

799 HANCOCK STREET  
RUMFORD, MAINE 04276-1547  
207-364-4547 • FAX 207-364-3436

THOMAS DANYLIK  
PRINCIPAL



CRAIG MILLEDGE  
ASSISTANT PRINCIPAL

Dear RSU10 Board of Directors,

The administration at Mountain Valley High School would like to request the Board to consider using supplemental budget funds toward the refinishing of the MVHS gym floor.

For several years, the complete refinishing of our gymnasium floor has been identified as a significant facility need by building administration. Since 2019, this project has repeatedly been included in budget proposals but was ultimately removed in favor of other projects and/or lowering the tax burden. Although funding was finally included in our current school year budget, unforeseen overages in other departments have forced those funds to be redirected elsewhere. At this time, there is also no funding for the project in next year's proposed budget.

The condition of the floor has reached a point where the issue is not cosmetic but an issue of safety and long-term sustainability. The floor has not undergone a complete sanding and refinishing in over 20 years, despite industry recommendations calling for a full refinishing every 8-10 years and annual surface recoating. Years of heavy use, by our own students, athletic teams and community members, have left the surface severely worn and marred. In several locations, the finish has worn completely through to bare wood and in one spot the floorboards themselves are damaged (which needs to be fixed to be playable at all). Additionally, the current playing surface has become increasingly difficult to play on. Even with consistent sweeping and wet mopping, athletes struggle for traction on the floor, which is a serious safety concern. This does not only impact extracurricular activities, but also the daily instructional use of the gymnasium for physical education classes, fitness activities, and other school programming. The gymnasium serves as one of the most heavily utilized instructional spaces within our building and is used by students through the school day, not solely for athletic events. In addition to school use, the facility regularly serves the non-school community as well through youth programs, camps, rec leagues, craft fairs, voting, blood drives and other community events.

The full cost of the project would be \$46,200.00 and would include:

- Full sanding of the floor using five progressive grit levels
- Repair of damaged floorboards
- Two coats of sealant under the paint
- Repainting of game lines, logos, etc.
- Two coats of oil-based finish on top

This process would fully restore our playing surface, protect the integrity of the wood itself, and ensure a safe and functional environment for our classes and sporting events. It would also protect the district from the potential of much larger capital expenses in the future, if more of the floorboards were to be damaged before being properly protected.

Thank you for your consideration of this request to be paid for by money received through the FY 27 Supplemental Budget.

Sincerely,



**DRAFT**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE R.S.U. 10 BOARD OF DIRECTORS

AND

THE WESTERN FOOTHILLS EDUCATION  
ASSOCIATION  
(EDUCATIONAL TECHNICIANS I, II and III)

SEPTEMBER 1, 2026 - AUGUST 31, 2029

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## **ARTICLE 1 - RECOGNITION**

- A. The Board of Directors of RSU No.10, hereinafter referred to as the Board, hereby recognizes the Western Foothills Education Association, hereinafter referred to as the Association, as the exclusive bargaining agent (representative) as defined under the Maine Public Law Title 26 MRSA, Chapter 9-A Section 967 for the entire group of educational technicians and speech assistants employed by the Board.
- B. Unless otherwise indicated, the term “Educational Technician” or “educational technicians” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit defined above.
- C. This contract applies to educational technicians, speech assistants and employed both full-time and part-time. Anyone covered by this Agreement who works less than full time shall receive prorated benefits. Educational technicians must be regularly scheduled to work a minimum of 20 hours per week or more to qualify for any paid benefits (including insurance, leave, and holidays).

## **ARTICLE 2 – DEFINITIONS**

- A. Board: Whenever the term “Board” is used, it refers to the RSU No. 10 Board of Directors and any of its designated representatives, by committee, individual members, or authorized agent whether or not a member.
- B. Western Foothills Education Association: Whenever the term “Association” or Western Foothills Education Association is used, it refers to the Western Foothills Education Association or its agent whether or not a member.
- C. Number: Whenever the singular is used, it is to include the plural unless otherwise expressly provided or clearly indicated by the context.
- D. Principal: Whenever the term “Principal” is used it is to include the administrator of any school building and/or classroom located in facilities other than school buildings.
- E. School: Whenever the term “school” is used, it is to include any work location or functional division.
- F. Superintendent: Whenever the term “Superintendent” is used, it shall include the Superintendent of Schools of RSU No. 10.
- G. Employee: Whenever the term employee is used, unless otherwise expressly indicated by the context of this Agreement, it shall refer to all personnel in the bargaining unit.
- H. RSU: Whenever the term RSU is used, unless otherwise expressly indicated by the context of this Agreement, it shall refer to Regional School Unit No. 10.

## **ARTICLE 3 - NEGOTIATIONS PROCEDURE**

- A. Representatives of the Board’s and Association’s negotiating committees shall meet on request of either party by mutual agreement for the purpose of reviewing the administration of the

Agreement, and to resolve problems that may arise. These meetings shall not bypass the grievance procedure.

- B. All meetings between the parties shall be scheduled, whenever possible, to take place when the educational technicians involved are free from assigned instructional responsibilities unless otherwise agreed.
- C. Should a mutually acceptable amendment to this Agreement be negotiated and ratified by the parties, it shall be reduced to writing, signed by the Board and Association, and be appended to the Agreement.

#### **ARTICLE 4 - RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

- A. The Association shall have the right to use school buildings for Association business with the approval of the building principal. Such approval shall not be unreasonably withheld. Except in cases of emergency, requests shall be made at least two (2) days in advance and shall advise of the possibility of non-members attending any meeting.
- B. The Association will have the right to use bulletin boards in the faculty lounge, building notices, the school email system, and/or the inter-school mail facilities to disseminate non- controversial information to its members.
- C. Whenever any representatives of the Association or any employees are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- D. Representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. Each school year, the Association shall be credited with three days to be used by employees who are officers or agents of the Association at the national, state, or local level. The use of these days is limited to the public advocacy of education matters. The Association agrees to notify the Superintendent at least forty-eight (48) hours in advance of taking such leave, if possible. The three (3) days' leave to be granted is subject to the approval of the Superintendent, which approval will not unreasonably be withheld. In addition, if an employee is elected to an office within the State Association, an additional ten (10) days of leave shall be granted to the employee so elected with the cost of the substitute to be borne by the Association.
- F. An employee who is serving as the President of the Maine Education Association shall be granted unpaid leave, without benefits, while serving in this capacity. This leave must be requested by the employee and granted by the Board on an annual basis, not to exceed six (6) years.

#### **ARTICLE 5 - EMPLOYEE RIGHTS**

- A. Rights
  - 1. Any new employee must complete a six (6) month probationary period, which will occur during the school year.

2. No bargaining unit member shall be reprimanded, disciplined, reduced in rank or compensation, deprived of any professional advantage as it relates to a matter of discipline, dismissed or deprived of the renewal of his/her contract without just cause.
3. When any employee is required to appear before the Board or any meeting, which may result in disciplinary action, she/he shall be entitled to have a representative present.
4. Members of the bargaining unit shall be allowed free admittance to any school-sponsored activity.
5. Non-instructional duties shall be distributed as equitably as possible among all educational technicians and still meet instructional needs of students.

B. Administrative supervision.

1. During the course of the work day, school administrators are expected to speak with employees about their performance and work activities without requiring a formal investigation. Should it become necessary to conduct an investigation into any alleged misconduct against an employee concerning any matter which could adversely affect the continuation of that employee in his/her position, salary, or increments pertaining thereto, or any matter, which could lead to disciplinary action, the employee shall be advised an investigation is being conducted. The employee shall also be told the nature of the investigation as specifically as possible without jeopardizing the investigation. Before the employee being investigated is questioned as part of that investigation, the employee shall be given prior written notice that an investigatory meeting will be taking place. The employee will be entitled to have a representative present during such an investigatory meeting. Other employees questioned as part of the investigation are not entitled to the same information as the employee being investigated. A request for a reasonable continuance shall be granted if a representative is not available. The investigation will be conducted by the Superintendent or his/her designee, provided, however, the designee may not be a member of the Board.
2. At the conclusion of the investigation, the employee will be informed of the results of such investigation in writing. If the results of the investigation show the allegations are unfounded, such will be noted in the investigation record. If the results of the investigation show the allegations are proven, the employee shall be advised in writing and provided a copy of all pertinent information used. When an investigation has taken place which concluded no wrongdoing by the employee, all material which resulted from the investigation will be removed from the personnel file. The Board may keep this removed material in a separate file. The purpose of this separate file is to be able to track past investigations for legal purposes. The information in this separate file will never be used against the employee in any way.
3. Before disciplinary action is imposed, the administrator taking such discipline shall afford the employee the opportunity to rebut the findings against him/her. Such meetings shall be mutually scheduled and must take place not more than ten (10) working days after receipt of the finding.

## **ARTICLE 6 - PERSONNEL FILE**

- A. The Board shall maintain according to state law and for official purposes, one (1) personnel file for each bargaining unit member. This file shall be kept under conditions that insure its integrity and safekeeping.
- B. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her file unless the employee has had the opportunity to review such material. Educational Technicians shall be provided a copy of all material henceforth placed in the file. The bargaining unit member shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the form attached to the material to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material that shall be filed with the aforementioned derogatory report. A bargaining unit member shall have the right to submit a written response to any material placed in the personnel file within five (5) calendar days, Monday through Friday, excluding legal holidays, of its receipt by the bargaining unit member. However, business records of the R.S.U. shall be provided only upon request. The written response shall then be filed and attached to the appropriate material.
- C. Educational Technicians, ~~upon written request, and~~ upon making an appointment with the Superintendent of Schools **Central Office**, shall have the right to examine their file in the presence of the Superintendent or designee, during the regular business hours of the office in which the file is kept. Authorized legal representatives of the bargaining unit member may view the file of the bargaining unit member, provided written permission to do so has been provided by that bargaining unit member naming the specific individuals) who may view the file. Written permission must be provided by the bargaining unit member for each time the file is viewed. Blanket permissions to view the file will not be accepted.
- D. The bargaining unit member or a representative as defined in "C" above may have copies of any material in the personnel file. ~~provided they pay the cost of making such copies. The first copy of such file shall be at no cost to the bargaining unit member or representative. The cost charged to Educational Technicians and their representative shall be in accordance with the fee schedule applying to the public for making such copies.~~

## **ARTICLE 7 - WORK YEAR-DAY-LOAD-FACILITIES**

- A. The work year for Educational Technicians under this Agreement shall not be less than the number of student days and staff workshop days. If the building administrator or special education director determines that an Educational Technician is not needed on a particular day, that Ed. Technicians may, by mutual agreement, be assigned to work another day during the school year or non-school year for the purposes of professional development, mandatory state or R.S.U. training, or classroom/teacher support. Additional time shall be granted at the sole discretion of the Superintendent.
- B. The workday for Educational Technicians under this Agreement shall be seven hours per day, **unless hired for an eight hour per day position. The day shall include a duty-free paid lunch period of twenty-five (25) thirty (30) minutes. In some cases, the workday may exceed seven hours.** Workweeks exceeding **thirty-five hours the hours per week an employee is hired for,** shall be voluntary. Educational Technicians are to be compensated for all hours worked.

### Workshop Days

1. All Educational Technicians shall attend educational workshops. The Educational Technicians attending shall receive their regular rate of pay.
  2. Educational Technicians may attend workshops/conferences out of the R.S.U. if they are requested to attend by an Administrator, if a request is approved by the Administrator and Superintendent, or if a request is approved by the Building Administrator and Superintendent on a non-work day. The R.S.U. will pay the registration fee for approved workshops/conferences.
  3. Authorization forms for in-district workshops will be signed by the presenter and Administrator.
  4. It is the responsibility of the employee to submit documentation of coursework/contact hours to the central office if he/she wishes the documents to be included in his/her personnel file.
- C. In advance of working any overtime, the bargaining unit member shall receive prior approval from their administrator.
- D. When school is delayed or released early due to unforeseen circumstances, and the day is counted as a school day, Educational Technicians covered by this Agreement shall be paid for their regularly scheduled hours. Similarly, if a school day is made - up in less than ~~seven (7)~~ the assigned hours, Educational Technicians shall be paid for their regularly scheduled hours.
- E. Work Load

1. Educational Technicians, who are required to work outside of their contract hours, to perform a job duty, will be allowed to remain "clocked in" to do so and will notify their building secretary with the reason.
2. Employee participation in field trips, which extend beyond the employee's workday, including overnight, and weekend trips, shall be voluntary unless required by school administration.
3. Employees shall not be required to drive students to activities, which take place away from the school building.
4. Those Educational Technicians who coach sports or sponsor after school clubs for the RSU may leave early without loss of pay for up to 90 minutes for scheduled interscholastic activities. In addition, Educational Technicians may also take an additional two days per season without loss of pay for district events that are scheduled during the workday. These days may be taken in half-day increments. It is incumbent upon the Educational Technician to inform the building principal or special education director of planned absences for these activities at least three school days beforehand. It will be the building principal or special education director's responsibility to provide student coverage for these Educational Technician absences.

F. Work Facilities

1. Educational technicians shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. If a hazardous condition should arise, it shall be called to the attention of the Principal for a resolution.
2. Annual notice of dangerous behavior reporting procedure will be shared with the Association's leadership and maintained on the RSU 10 website. When dangerous behaviors involve staff covered under this agreement, the Association President will designate a staff member to assess and formulate a response as outlined in the procedure.

**ARTICLE 8 - JOB DESCRIPTIONS AND RECLASSIFICATIONS**

- A. At the interview, each bargaining unit member applicant shall be provided with a current written job description which describes his/her job responsibilities. At time of hire, they shall also be provided with a copy of the Collective Bargaining Agreement for Educational Technicians. New employees will also be provided with insurance information at their time of hire. The Central Office shall provide this information. The Association shall be provided with a copy of all current job descriptions of Educational Technicians in the bargaining unit whenever jobs are created or modified.
- B. Where a bargaining unit member is assigned work by two or more persons, it shall be the responsibility of the immediate administrative head to resolve conflicts in work assignments, which arise.
- C. A bargaining unit member who holds certification as a teacher or holds a Bachelor's Degree and is assigned the duties of a long term substitute teacher for more than ten (10) days, shall be paid at the per diem base rate for teachers.
- D. Before a bargaining unit member is required to substitute for a member of the Teacher's Bargaining Unit all other options will be exhausted by the Building Administrator.
- E. A bargaining unit member (Ed Tech) required to substitute for a member of the Teacher's Bargaining Unit will be compensated at \$3/hour above the highest Ed Tech HH rate for the Ed Tech level they are hired for, unless the students assigned to the bargaining unit member (Ed Tech) are absent.

**ARTICLE 9 - EVALUATION**

- A. Educational Technicians shall be evaluated annually by the appropriate Building Administrator. The evaluator shall base their evaluation on observed behavior while engaged in assigned duties. Within ten (10) days of receipt of the written evaluation by the bargaining unit member, the Building Administrator and bargaining unit member shall meet to discuss the evaluation. Holding such a meeting is a joint responsibility of the bargaining unit member and the Building Administrator. A copy of any written evaluation shall be given to the bargaining unit member upon its completion. The bargaining unit member shall sign the evaluation report that is to be placed in the bargaining unit member's personnel folder, acknowledging its receipt. The bargaining unit member's signature does not mean that the bargaining unit member agrees with the contents of the evaluation. The bargaining unit member shall be able to respond in writing to

any and all areas of the evaluation and have such responses attached to the evaluation in the personnel folder. Such response shall be prepared and given to the Building Administrator performing the evaluation within seven (7) days of the meeting to discuss the evaluation.

Building Administrators are expected to consult with the bargaining unit member's supervising teacher as part of the evaluation process.

- B. If the evaluation form is changed, the Board will meet and consult with the Association prior to any such change.

## **ARTICLE 10 - LEAVES OF ABSENCE WITH PAY**

### **A. Leave with Pay**

1. Educational Technicians shall receive fifteen (15) Earned Paid leave days per year. Earned Paid Leave days will be used prior to the use of employees' personal sick bank.
  - a. Unused Earned Paid Leave will be accumulated as sick leave at the start of the following year, not to exceed the applicable cap in section e below.
  - b. These leave days will be made available at the start of each school year.
  - c. Leave may be used for reasons other than those listed in section 2 of this article, only with approval of the Superintendent of Schools. Leave is not to be used as vacation.
  - d. Educational Technicians who abuse leave may be subject to disciplinary action.
  - e. Educational Technicians can accumulate Sick days up to one hundred-fifty (150) days. However, in the case of any Educational Technicians who resign or are discharged for just cause (based on days worked or paid versus total annual work days), the Board may withhold from the bargaining unit member's final paycheck the number of leave with pay days drawn in excess of the pro-rata allotment.
2. Types of leave
  - a. Planned Earned Paid Leave: shall require at least two weeks notice and should not be used the day immediately preceding or the day immediately following a holiday or school recess. Leave exceeding three (3) consecutive days shall be subject to approval by administration.
  - b. Unplanned Earned Paid Leave: Exceeding three (3) consecutive days shall require documentation (medical or otherwise).
  - c. Sick Leave
    1. Sick Day: Employee is absent for his/her own illness or medical appointments. Maybe used in hourly increments.
    2. Family Sick: Employee must tend to the illness of immediate family members. May be used in hourly increments.

3. The Board shall accept up to twenty (20) days of accumulated sick leave acquired in a previous school system.
4. Educational Technicians who use ten (10) or fewer EPL in a school year will receive a bonus with the payroll check following their last work day. The bonus is as follows:
 

Zero to five - \$700,  
> five - ten - \$500
5. A written statement shall be provided for every employee at the beginning of the school year indicating the total of sick leave credit accumulation.
6. Bereavement Leave: Maximum of three (3) days in the event of the death of a spouse, child, mother, father, guardian, mother-in-law, father-in-law, brother and sister of the employee, stepmother, stepfather, stepchildren, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle. Additional days may be granted by the Superintendent of Schools.
7. Jury Duty: In the event an employee must perform jury duty, the employee shall receive full pay and benefits while serving and shall reimburse the R.S.U. at the full amount of the stipend less any travel expenses. If such reimbursement is not made within two (2) payroll dates after receipt of the jury stipend, the R.S.U. may deduct said amount from the employee's paycheck.
8. Paternity and Adoption Leave for spouses/domestic partners who work in RSU 10 (in accordance with FMLA): Leave will be granted by the Superintendent of Schools for paternity leave or adoption leave for up to two weeks. All leave will be charged to leave with pay. Additional time may be granted by the Superintendent of Schools, which will also be charged to leave with pay.
9. Leave used per this Agreement will satisfy any legal obligation of the Board to provide Earned Paid Leave or unpaid Family Medical Leave for the same absence. Paid leave per this Agreement will be used concurrently with unpaid leave available per law. There will be no accrual or payout of unused paid leave at any time, except as provided in this Agreement or as formally agreed by the parties. The Board and employees will evenly split (i.e., 50/50) any premium due under 26 M.R.S. Sect.850-F or H. If the Board chooses to pursue a private plan, the Board will notify the Association.

**B. Family Illness Leave**

1. An Educational Technician shall be eligible for a family medical leave in accordance with the requirements of the Federal Family Medical Leave Act.
2. All leave granted by the Board under provisions of this collective bargaining agreement or by Board policy which are for the purposes which are eligible under the Family Medical Leave Act, will be charged against an employee's FMLA entitlement.
3. Educational technicians who are members of the National Guard or other authorized state military or naval forces and those educational technicians who are members of the Army, Air

Force, Marines, Coast Guard, or Naval Reserve shall be entitled to leave of absence from their respective duties without net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act of Armed Forces Reserve Act of 1952 provided that such educational technicians shall have made every effort and show proof of same on request to perform such annual training during the period when school is not in session.

C. Sick Leave with Pay Bank

1. The purpose of the sick leave bank is to provide income protection for Educational Technicians who, because of prolonged illness, have exhausted their accumulated leave with pay benefits and are unable to return to work including the performance of alternative work assignments.
2. The Superintendent and the President of the Association will determine whether or not a request for time from the sick bank will be accepted. The bank will be administered by a continuing committee composed of the Superintendent, a member of the Board of Directors, and two (2) Educational Technicians designated by the Association. The committee shall report to the Board, the Association and the employees annually, indicating the use of the sick leave bank. The committee may submit recommendations for modification to the operation of the sick leave bank to the Board and the Association. If the recommendations are ratified by the Board and the Association, the recommendations shall be implemented.
3. Whenever the sick leave bank is drawn down to one hundred ten (110) days or less, each member of the bargaining unit shall contribute one (1) day of his/her accumulated leave with pay to the sick leave bank. If more than one hundred ten (110) days exist, no Educational Technician will contribute any days to the sick leave bank. The Superintendent shall certify to the Association the number of days placed into the bank on an annual basis. At the end of the school year all members, who have more than their allotted number of total leave with pay days, will have these additional days contributed to the sick leave bank.
4. A part-time employee may make a pro rata deposit of leave with pay days to the bank and, if a request is granted, shall receive pro rata benefits.
5. The maximum amount of leave with pay days in the sick leave bank shall not exceed two hundred twenty five (225) days.
6. Use of the sick leave bank:
  - a. An employee will be able to withdraw from the bank only after her/his own leave with pay accumulation has been depleted.
  - b. In order to be approved for any sick leave bank days, an employee must submit written verification from her/his attending physician that she/he is unable to work, with such detail as may be required by the committee. The committee shall have the authority to request and receive a second opinion from another physician or to receive other written verification(s) from the employee's physician at any time as a condition of sick leave bank usage. Any cost for the second opinion shall be borne by the employee.
7. Individual Educational Technicians may not donate leave with pay days to any other members of this bargaining unit or any other bargaining unit with RSU No. 10 in lieu of an employee using the sick leave bank.

- D. In cases of injury covered under the Workers' Compensation Act, an employee will receive from his/her accumulated leave with pay the difference between the employee's regular pay and the amount received as Workers' Compensation. The difference shall be charged on a pro-rata basis to the employee's accumulated leave with pay and shall cease when the employee's leave with pay is exhausted. In no case shall an employee receive double compensation as the result of a Workers' Compensation claim.

#### **ARTICLE 11 – UNPAID LEAVES OF ABSENCE**

- A. Short Term Unpaid Leave: Leave for ten (10) days or less need only the approval of the Superintendent of Schools, whose decision shall be grievable to the board level only. Leaves of a longer duration need the approval of the Board. Employees must use the leave for the reason stated at the time the leave was granted or the leave will be canceled.
- B. Leaves of absence without pay may be granted by the Board on an annual basis and may be extended on an annual basis for up to a three-two-years (3) (2). ~~period may be granted by the Board for.~~ This request will take place in a School Board Executive Session. Leave may be granted for:
1. ~~Military service.~~
  1. Caring for an infant or sick person in one's immediate family.
  2. Long term illness or disability.
- C. Leaves of absences will be reviewed annually.
- D. Employees shall, during extended periods of absence, have the right to maintain any insurance programs to which they are entitled through their employment with the R.S.U. as active employees, at their own expense.
- E. All benefits to which an Educational Technician was entitled at the time his/her leave of absence commenced, including unused, accumulated sick leave, shall be restored to him/her upon his/her return.
- F. All leaves of absence shall be applied for and granted or denied in writing to the Superintendent.
- G. Educational Technicians shall be restored to the next proper position on the pay schedule above at which they left upon return from granted leaves.
- H. The Board and/or Superintendent may, in its sole discretion, grant extensions to leaves in this Agreement, and/or grant additional leaves either with or without pay.

#### **ARTICLE 12 – 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 terms and conditions of the Agreement.

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, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

B. Definitions

1. A grievance shall mean a dispute between the parties as to the meaning or application of the specific terms of the collective bargaining agreement.
2. An aggrieved person is the person(s) making a claim of an alleged grievance.
3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days shall mean school days except during vacations, when days shall mean working days, Monday through Friday, excluding holidays.

C. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified can only be extended by written mutual agreement.

D. Informal Procedure

1. If a bargaining unit member has a grievance, the matter must first be discussed with the immediate administrator in an effort to resolve the problem informally. Such discussion must be initiated within ten (10) days of the event or first reasonable knowledge thereof that caused the grievance. At this time, and all succeeding times, the aggrieved person may have assistance and counsel from the Association.
2. The grievant may self-select a representative. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the procedure.

E. Formal Procedure

1. Level One - Immediate Administrator
  - a. If, within ten (10) days of such informal meeting under D.1. above, or within twenty (20) days of the occurrence of the events giving rise to the grievance or first reasonable knowledge thereof, the grievant is not satisfied with the outcome of the informal procedure, a formal grievance may be presented in writing to the appropriate administrator.
  - b. Within five (5) days after the appropriate administrator receives the written grievance, the grievant shall be notified in writing of the administrator's decision and reason therefore.
2. Level Two - Superintendent of Schools

- a. If the grievant is not satisfied with the disposition of the grievance at Level I, he/she may within five (5) days after the decision appeal the grievance to the Superintendent.
- b. The Superintendent shall, within five (5) days after receipt of the appeal, meet with the grievant and with the representatives of the Association for the purpose of resolving the grievance.
- c. The Superintendent shall, within five (5) days after the hearing, render the decision and the reasons therefore in writing to the grievant.

### 3. Level Three - School Board

- a. If the grievant is not satisfied with the disposition of the grievance at Level II, the decision may be appealed within ten (10) days of the hearing to the Board.
- b. The Board shall meet with the grievant and with representatives of the Association for the purposes of reviewing the grievance at the next regularly scheduled Board meeting, provided at least five (5) days have passed between receipt of the grievance and the Board meeting.
- c. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the grievant.

### 4. Level Four - Impartial Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level III, the Association may, within five (5) days of receipt of the Level III decision, submit the grievance to arbitration by so notifying the Board in writing.
- b. The Chair of the Board and the President of the Association, or their designees, shall within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence or agree upon the utilization of the services of the Maine State Board of Arbitration and Conciliation. If the parties are unable to agree upon an arbitrator, within five (5) days, the American Arbitration Association shall immediately be called upon to select one.
- c. The arbitrator shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as deemed requisite.
- d. The arbitrator shall, within thirty (30) days of the close of the hearing, render the decision in writing to all parties in interest, setting forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties and subject to judicial review as provided by law.
- e. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

## F. Rights of Employees to Representation

No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure for reasons of such participation.

G. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance as a class action provided all members of the class affected are named.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. 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 School Representative so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.
5. Failure to initiate or appeal a grievance within the time limit specified shall render the grievance void.
6. If the stipulated time limits are not met by the Administration, the grievant shall have the right to appeal the grievance to the next level of the procedure.

**ARTICLE 13 – MISCELLANEOUS PROVISIONS**

- A. Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy; the operation and management of the schools; and the control, supervision and direction of the employees are vested in the Board by all applicable laws of the State of Maine or other governmental agency.
- B. If any provision of this Agreement or any application of this 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 and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- C. Whenever notice is required to be given by either of the parties to this Agreement, it shall be done in writing:
  1. If by the Association, to the Board and a copy to the Superintendent.
  2. If by the Board, to the Association in care of the President of the Association.
- D. If any provision of this Agreement or any application of this Agreement is found to be unworkable in practice or unlawful as the result of lawful governmental action, the parties may mutually agree to negotiate and resolve that specific provision found to be unworkable.

## **ARTICLE 14 - SENIORITY, LAYOFF AND RECALL**

### **A. Seniority**

1. In the event a layoff becomes necessary, Educational Technicians shall be laid off in the reverse order of their seniority within the classifications as defined below.
2. The educational technicians' classification shall be defined as the highest classification for which they are certified by the State of Maine.
3. Additionally, both parties agree that there shall be one single, RSU-wide seniority list for each of the following impact areas:
  - Educational Technician III
  - Educational Technician II
  - Educational Technician I
  - WesternFoothills Regional Program - Western Foothills Regional Program is a separate impact area. Employees may neither displace or be displaced outside of this impact area.
4. Determination of an employee's seniority shall be the bargaining unit member's length of continuous regular service, based on the employee's date of hire as an educational technician in the former MSADs #21, #39, #43, and RSU No. 10.

### **B. Seniority List**

1. The seniority list shall be listed by seniority within each impact area within the R.S.U. Any bargaining unit member who is transferred or accepts a position in a new job classification within the bargaining unit shall retain his/her overall seniority as a bargaining unit member and said seniority shall count as seniority in the new classification. Such a list shall be updated annually on or about November 1 and shall also be updated, if possible, at least thirty (30) days prior to an imminent reduction in force. Two (2) copies of such list(s) shall be sent to the Association representative for each building for posting.
2. Any disagreement with the list must be reported to the Superintendent and to the Association within ten (10) days of posting or the list shall stand as posted, except that changes mutually agreed upon by the Association and the Superintendent may be made beyond that timeline.

- C. The Association will be provided the name of any bargaining unit member who was notified that s/he is being laid off.

### **D. Reduction in Force**

1. Reduction in force shall mean the discontinuance of employment or reduction in hours of a unit member because of a change in local conditions.
2. Educational Technicians will be given a minimum of a 30 calendar day notice of their layoff pending the passage of the budget. If the passing of the budget does not allow 30 calendar days for notification, then a minimum of a 14 calendar days will be given.
3. In the event of a reduction in force, the bargaining unit member with the lowest seniority within the above impact areas will be the bargaining unit member laid off. The RSU reserves

the right to reassign remaining Educational Technicians within that impact area to other positions for which they are qualified in the best interests of the RSU.

4. In the event of a reduction in force within the Ed Tech II or Ed Tech III job classification, the bargaining unit member laid off may displace the bargaining unit member with the least seniority within a lower classification, provided that s/he is qualified to perform the duties of said bargaining unit member and is more senior. ~~All educational technicians shall be paid the wage assigned by the collective bargaining agreement for their classification.~~ Written notice of intent to exercise this bumping right must be given to the Superintendent with a copy to the Association within five (5) workdays after a bargaining unit member is notified that he/she no longer has a position. Within five (5) workdays after the bargaining unit member gives such notification, the Superintendent will notify the less senior bargaining unit member that he/she is to be displaced.
5. At the time the Board determines that there shall be a reduction in force within the bargaining unit, the Board shall notify the Association of the positions to be eliminated and shall give the Association the reasons that the positions are to be eliminated. The reasons for elimination of a position are not grievable.

E. Recall

1. The Superintendent shall establish a recall list of laid off Educational Technicians. A bargaining unit member who has been laid off shall be placed on a recall list. It shall be the bargaining unit member's responsibility to keep the Superintendent advised of his/her current address.
2. The Superintendent shall offer re-employment to the Educational Technicians on the recall list for any vacancies in the classification from which they were laid off or in which they had previously satisfactorily served and for which they are qualified. Re-employment shall be given by order of seniority. Notice of recall will be given by certified mail, return receipt requested to the last known address given to the Superintendent by the bargaining unit member. A copy of the notice of recall will be given to the Association at the same time the notice is mailed to the bargaining unit member.
3. A bargaining unit member who is laid off will remain on the recall list for two years from the date of notification of the layoff unless the bargaining unit member does one of the following:
  - a. Waives recall rights in writing;
  - b. Resigns;
  - c. Fails to accept within one (1) calendar week of receipt of written notice of recall to the position offered or within two (2) calendar weeks of the first attempt to deliver the certified letter with a return receipt requested by the Superintendent.
  - d. Fails to report to work within fourteen (14) days after receipt of the notice of recall unless the provision is waived by the Board.
4. Educational Technicians recalled to work shall retain their seniority accrued prior to the layoff.

5. A bargaining unit member who is re-employed or recalled shall be placed in the same wage step obtained and be reinstated sick leave accrued prior to the layoff.
6. In the event that more than one (1) position is open for recall within the job classification from which the bargaining unit member was laid off, the laid off bargaining unit member will be provided the opportunity to request of the Superintendent the position she/he desires, provided he/she is qualified to fill the vacant position(s).

#### **ARTICLE 15 - POSITION VACANCIES**

- A. Whenever a job opening occurs for a position within the bargaining unit, it shall be posted electronically internally for a period of ten (10) calendar days at the same time it is advertised externally. Whenever an existing position is vacated, a notice of the vacancy will be posted electronically to allow Educational Technicians the opportunity to express interest in the position. However, the position may be filled through transfer, mutually agreed upon by administration and applicant such that student learning is not impacted negatively.
- B. Only qualified bargaining unit applicants shall be provided the opportunity to be interviewed for new positions.
- C. The applicant with the best qualifications as determined by the Superintendent will be hired for the position.
- D. If applicants have comparable qualifications as determined by the Superintendent, the bargaining unit member applicant with the greatest seniority will be given preference for the position.

#### **ARTICLE 16 - EMPLOYMENT AND RESIGNATIONS**

- A. Only those Educational Technicians being transferred will be notified of their next school year's job and building assignment no later than ten (10) working days after the decision has been made to transfer. This section does not preclude the Board from transferring Educational Technicians to different assignments or buildings as the need arises in the best interests of the R.S.U. A signed copy of their intent to return must be received in the Central Office by August 1<sup>st</sup>.
- B. Educational Technicians are expected to provide a two (2) week notice before resigning their position. This notice can be shortened or lengthened by mutual consent.
- C. Extra-Curricular Activity Assignments
  1. Extra-curricular activity assignment is for one (1) year only and commitment to these activities shall be voluntary.
  2. Ed techs may apply for co and extracurricular activities and will be given equal consideration based on qualifications.
  3. If no bargaining unit member can be obtained, efforts will then be made to recruit a person outside the R.S.U.
  4. Employees will be paid their extra-curricular stipends as follows: (a) if their activity is seasonal, payment will be made within thirty (30) days following completion of the activity provided the athletic director, or other immediate supervisor as appropriate, certifies that all

responsibilities have been appropriately completed; (b) if the activity is for the full school year, payment will be made in installments in the same way that the employee's annual salary is paid. In the event an employee involved in an extra-curricular activity resigns or is removed prior to the conclusion of the extra-curricular activity, the employee's stipend shall be prorated.

5. Persons using their own cars in the performance of their duties shall be reimbursed at the State of Maine standard rate. Employees shall not be required to use their vehicles in the performance of their job.

#### **ARTICLE 17 - HOLIDAYS**

- A. Educational Technicians shall be eligible for the following paid holidays:

- |                           |                                |
|---------------------------|--------------------------------|
| 1. Labor Day              | 6. Christmas Day               |
| 2. Indigenous Peoples Day | 7. New Year's Day              |
| 3. Veteran's Day          | 8. Martin Luther King, Jr. Day |
| 4. Thanksgiving Day       | 9. President's Day             |
| 5. Day after Thanksgiving | 10. Memorial Day               |

- B. Educational Technicians will be paid provided they worked the last scheduled day prior to the holiday and the first scheduled day after the holiday. Exceptions may be granted by the Superintendent.

#### **ARTICLE 18 - COURSE REIMBURSEMENT**

- A. ~~Educational Technicians will be advanced or reimbursed an amount equal to actual cost, as verified by presentation of receipt, for tuition and documentation of a passing grade up to the per unit cost per undergraduate credit hour at the University of Maine Orono (resident) credit rate per year.~~ Whenever an educational technician registers for college courses and wishes to have the course prepaid or reimbursed, the district will pay an amount equal to actual costs of tuition and fees, up to University of Maine rate, as verified by presentation of receipts for registration.
- B. Reimbursement will be limited to Nine (9) credits per year.
- C. Educational Technicians must submit grade transcripts to the Central Office for inclusion in their personnel file.
- D. Courses shall be related to the position requirements or a degree program and are subject to the approval of the Superintendent. Priority will be given to courses that lead directly to certification as a teacher and/or educational technician. The Superintendent may approve additional course reimbursement beyond the Nine (9) credit hours.
- E. If an employee fails to finish or pass the course with a grade of B- or better or a 2.7 on a 4.0 scale (or "pass" in a "pass/fail" course), the employee will reimburse the R.S.U. Payment shall be deducted from his/her paycheck, eight (8) paychecks following the expected completion date of course. To avoid this deduction, employees must submit verification of completion to the Superintendent's Office. If an employee tenders his/her resignation before the R.S.U. can recover the costs of the course, the R.S.U. will withhold whatever amount necessary from the employee's remaining paychecks to recover the cost of the course.

## **ARTICLE 19 - MEDICAL INSURANCE**

- A. Employees may choose between MEABT Choice Plus, Standard, Standard 500, or Standard 1000 plans. The Board shall contribute (based on the annual premium amount of the Choice Plus plan) towards the health insurance premiums for each bargaining unit member who elects coverage under the District's health insurance plan. The employee is responsible for the cost of coverage above the Board's contribution, which shall not exceed the actual cost of coverage in any event. Those percentages for the Board's contribution amounts are as follows:

### **Educational Technicians insurance benefit**

90 % Single

80% Dependent Policies

\$4,500 Cash in Lieu

- B. If two employees, both covered under the same policy, work for the district, they will receive 100% of their health insurance paid by the district instead of Cash in Lieu. The exception would be if they both comply with section D below.
- C. If an employee works the full school year and their employment is terminated due to a reduction in force, they will be eligible to receive their insurance benefit until August 31<sup>st</sup> of that school year.
- D. Cash-In-Lieu of Health Insurance Option
1. In the alternative, any bargaining unit member covered by this Agreement may elect at the beginning of each year, not later than August 15<sup>th</sup>, not to participate in the RSUs health insurance plan, provided he/she documents in writing that he/she is otherwise covered. As a result of the bargaining unit member's decision to elect no coverage, he/she will receive reimbursement from the Board as outlined in section A above. Any such reimbursement under this provision is taxable income and shall be paid to the bargaining unit member as an addition to her/his regular paycheck. Payment of cash-in-lieu will not be made until Proof of Insurance is provided.
  2. Any bargaining unit member wishing to continue the option of cash-in-lieu must provide proof of insurance on an annual basis by August 15<sup>th</sup>. The election may not thereafter be changed during the course of a year covered by this Agreement except as permitted by Internal Revenue Service regulations, such as a change in marital status, birth of a child, or loss of insurance coverage. It is further understood once a bargaining unit member has chosen to take insurance, that choice will remain in effect until the bargaining unit member notifies the Superintendent of Schools in writing of his/her decision to make a change.
- E. Any contribution paid by the bargaining unit member towards monthly health insurance premiums may be on a pretax basis (Section 125 Plan), pursuant to the rules and regulations of the Internal Revenue Service.
- F. The R.S.U. will pay 100% of the Delta Dental Plan VII coverage for a single subscriber or an equivalent. Educational Technicians may add family members to their coverage at their own expense.

## **ARTICLE 20 - RETIREMENT**

- A. Eligibility is based on actual retirement from work on a pension from the Maine State Retirement System or on Social Security.
- B. All Educational Technicians who are included in the teacher regulations under the Maine State Retirement System will be compensated at per diem for each accumulated sick day over ninety (90) days. The maximum compensation is twenty-five (25) days. The unpaid 90 days will be used to extend length of service in the retirement formula. (Applies to Ed Tech II and III)
- C. All Educational Technicians who are PLD (Participating Local District) members of the Maine State Retirement System shall be granted a COLA (Cost of Living Adjustment) effective July 1, 2000 for future service only. Sick leave will be compensated at per diem for each accumulated sick day over fifty (50) days. The maximum compensation is twenty-five (25) days. This will be paid to the employee at the time of retirement. (Applies to Ed. Tech. I's)
- D. The retirement payment provided in this article is a benefit rewarding extended service to R.S.U No. 10 and is not intended as an incentive to retirement. If, however, the Maine State Retirement System at any time deems the payments provided herein to be a retirement incentive, this article shall immediately become null and void, and the parties shall negotiate concerning replacement language.
- E. Letter of Intent  
A letter of intent to retire must be filed with the Superintendent by March 1st except in cases of emergency or unusual circumstances.
- F. Payment  
Payment shall be made to the bargaining unit member not later than June 30th of said year provided sufficient payroll funds are available. In the event sufficient payroll funds are not available, the payment shall be made as soon as practicable but not later than July 30th

## **ARTICLE 21 - MANAGEMENT RIGHTS**

The Board shall retain all of its management functions including the sole and exclusive control, direction, and supervision of operations and personnel except as specifically limited or modified by the express provisions of this Agreement.

## **ARTICLE 22 – DEDUCTIONS**

- A. The Superintendent shall make deductions in approximate equal amounts from each paycheck of Association members. Upon written authorization of the individual Educational Technicians, the Superintendent shall be obligated to make deductions in the installment amount only during the period of employment.
- B. Upon written authorization from the individual bargaining unit member, the Superintendent shall deduct from the wage of any bargaining unit member and make appropriate deductions for:
  - 1. Health insurance
  - 2. Dental Insurance

3. Maine PERS Life insurance
  4. Disability insurance
  5. Association dues - local, state and national
  6. Tax sheltered annuities of qualified companies
  7. Saving bonds
  8. Credit union or bank of employee's choice
- C. The Association shall certify to its members the current rate of local, state, and/or national membership dues and provide an authorization form to be completed by each member desiring payroll deductions. This form will be sent to the Superintendent's office for deduction. Membership shall be continuous until such time as the employee notifies the Board and the Association in writing to remove him/her from the dues deduction roll. Dues authorization shall terminate when employment terminates.
- D. The Association shall indemnify, defend and hold the R.S.U. harmless against any claim made and against any suits against the Board or member towns on account of payroll deduction of dues. The Association agrees to refund to the R.S.U. any amount paid to it in error on account of payroll deduction provision upon presentation of proper evidence thereof.
- E. Employees will receive specific itemization of all payroll deductions included as part of their paycheck.
- F. Direct Deposit: All Educational Technicians will have their paycheck directly deposited in a financial institution of the bargaining unit member's choosing.
- G. The Association shall indemnify and save the Board harmless against all claims and suits which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

#### **ARTICLE 23 – THIRD PARTY COMPLAINTS**

- A. The parties recognize that complaints made against an educational technician need to be treated on an individual basis, taking into consideration the severity of complaint, the due process interests of the educational technician, the interests of the students and, when warranted, the need to conduct a fair investigation.
- B. In the event of minor complaints regarding an educational technician by a parent or student pertaining to performance the following procedure shall be adhered to:
1. The complainant shall be requested to meet with the educational technician involved to resolve the complaint.
  2. A meeting among the complainant, educational technician, and building principal shall be requested to resolve the differences if the complaint cannot be resolved at step one.
  3. If the complainant or educational technician is dissatisfied with the results of steps one and two, he/she may request a meeting of all parties with the Superintendent.

- C. Other complaints shall be investigated by the Superintendent (or designee). Any complaint or investigation shall be brought to the attention of the educational technician.
- D. When any educational technician is required to appear before the Board, the administration, or any committee thereof, concerning any matter which may result in disciplinary action, she/he shall be entitled to have a representative present, if the educational technician so requests.

#### **ARTICLE 24 – WAGES**

- A. Educational Technicians covered by this Agreement shall be paid on scale in accordance with the wage scale set forth in Appendix A or as close to the scale as possible as outlined below. All educational technicians shall be paid the wage assigned by the collective bargaining agreement for their classification (what they were hired for).
  - 1. 2026-2027
    - All Employees will receive a 4.0% increase.
  - 2. 2027-2029
    - All Employees will receive a 4.0% increase, for each year.
    - Educational Technicians eligible for a step increase will receive such a step on the first pay period of the next school year.
- B. The annual salaries of Educational Technicians shall be paid in twenty-one (21) bi-weekly pay periods between September and June, except for Educational Technicians who elect one of the following salary payment options: (a) payment of annual salary in a lump sum payment to be made in the last payroll in June. Educational Technicians must notify the Superintendent in writing by December 1<sup>st</sup> of the prior year to elect this option; (b) Educational Technicians may elect to have their annual pay averaged over 26 equal installments. Adjustments to the salary will occur bi-weekly, based on the bargaining unit member's time card. Educational Technicians must notify the Superintendent in writing by August 1<sup>st</sup> to elect this option. Options (a) or (b) will remain in effect during this Agreement for Educational Technicians who have so notified the Superintendent, unless the bargaining unit member provides the Superintendent with written notice, signed by the bargaining unit member, of the bargaining unit member's discontinuance of the elected option. To be effective for any year of the Agreement, notice of discontinuance must be received by the Superintendent prior to the dates listed for each option.

#### **ARTICLE 25 - DURATION OF AGREEMENT**

- A. This Agreement will be effective as of September 1, 2026. This Agreement shall expire on August 31, 2029.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by the Association President and Chief Negotiator and Board Chair and Secretary, all on the date and year noted below.
- C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement shall be conducted on any items, except by mutual written agreement or as required by law.

D. The attached signatures certify to majority ratification by both parties.

WESTERN FOOTHILLS EDUCATION  
ASSOCIATION

R.S.U. No. 10 BOARD OF  
DIRECTORS

\_\_\_\_\_  
Craig Dilman, Co-President  
Christopher Carver, Co-President

\_\_\_\_\_  
Greg Buccina Chad Culleton, Chair

\_\_\_\_\_  
Emily Rowley Sarah Marshall, Chief Negotiator

\_\_\_\_\_  
Deborah Alden, Superintendent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

### APPENDIX A

|                     | 2023-2024 |                   | 2024-2025 |                   | 2025-2026 |
|---------------------|-----------|-------------------|-----------|-------------------|-----------|
| <b>Ed. Tech I</b>   |           |                   |           |                   |           |
| <b>YEARS EXP.</b>   |           | <b>YEARS EXP.</b> |           | <b>YEARS EXP.</b> |           |
| 0-4                 | \$16.94   | 0-3               | \$17.62   | 0-3               | \$18.32   |
| 5-8                 | \$17.45   | 4-7               | \$18.15   | 4-7               | \$18.87   |
| 9-12                | \$17.97   | 8-11              | \$18.69   | 8-11              | \$19.44   |
| 13-16               | \$18.51   | 12-15             | \$19.25   | 12-15             | \$20.02   |
| 17+                 | \$19.13   | 16+               | \$19.90   | 16+               | \$20.69   |
|                     |           |                   |           |                   |           |
| <b>Ed. Tech II</b>  |           |                   |           |                   |           |
| 0-4                 | \$18.55   | 0-3               | \$19.30   | 0-3               | \$20.07   |
| 5-8                 | \$19.11   | 4-7               | \$19.87   | 4-7               | \$20.67   |
| 9-12                | \$19.68   | 8-11              | \$20.47   | 8-11              | \$21.29   |
| 13-16               | \$20.27   | 12-15             | \$21.08   | 12-15             | \$21.93   |
| 17+                 | \$22.02   | 16+               | \$22.90   | 16+               | \$23.82   |
|                     |           |                   |           |                   |           |
| <b>Ed. Tech III</b> |           |                   |           |                   |           |
| 0-4                 | \$20.72   | 0-3               | \$21.55   | 0-3               | \$22.41   |
| 5-8                 | \$21.34   | 4-7               | \$22.19   | 4-7               | \$23.08   |

|       |         |       |         |       |         |
|-------|---------|-------|---------|-------|---------|
| 9-12  | \$21.98 | 8-11  | \$22.86 | 8-11  | \$23.77 |
| 13-16 | \$22.64 | 12-15 | \$23.54 | 12-15 | \$24.49 |
| 17+   | \$24.26 | 16+   | \$25.23 | 16+   | \$26.24 |

|                         |         |  |         |  |         |
|-------------------------|---------|--|---------|--|---------|
| <b>Asst.<br/>Speech</b> |         |  |         |  |         |
|                         | \$24.14 |  | \$25.10 |  | \$26.11 |

| Ed Tech I          |  | Proposal 26-27 | Proposal 27-28 | Proposal 28-29 |
|--------------------|--|----------------|----------------|----------------|
| 0-3                |  | \$19.05        | \$20.01        | \$21.01        |
| 4-7                |  | \$19.62        | \$20.61        | \$21.64        |
| 8-11               |  | \$20.22        | \$21.23        | \$22.29        |
| 12-15              |  | \$20.82        | \$21.86        | \$22.95        |
| 16+                |  | \$21.52        | \$22.59        | \$23.72        |
|                    |  |                |                |                |
| <b>Ed Tech II</b>  |  |                |                |                |
| 0-3                |  | \$20.87        | \$21.92        | \$23.01        |
| 4-7                |  | \$21.50        | \$22.57        | \$23.70        |
| 8-11               |  | \$22.14        | \$23.25        | \$24.41        |
| 12-15              |  | \$22.81        | \$23.95        | \$25.14        |
| 16+                |  | \$24.77        | \$26.01        | \$27.31        |
|                    |  |                |                |                |
| <b>Ed Tech III</b> |  |                |                |                |
| 0-3                |  | \$23.31        | \$24.47        | \$25.70        |
| 4-7                |  | \$24.00        | \$25.20        | \$26.46        |
| 8-11               |  | \$24.72        | \$25.96        | \$27.25        |
| 12-15              |  | \$25.47        | \$26.74        | \$28.08        |
| 16+                |  | \$27.29        | \$28.65        | \$30.09        |

