

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
M.S.A.D. #17 BOARD OF DIRECTORS  
AND  
OXFORD HILLS EDUCATION ASSOCIATION  
FOR THE SCHOOL YEARS  
2025 - 2028



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## **PREAMBLE**

This Agreement entered into by and between the Oxford Hills Education Association on behalf of the bargaining unit (hereinafter called the "Association") and the Board of Directors (hereinafter called the "Board") of Maine School Administrative District No. 17 (hereinafter called the "District").

WHEREAS, the Board and the Association have a statutory obligation, pursuant to the Municipal Public Employees Labor Law under Chapter 424 of Public Law 1969 State of Maine, to confer and negotiate in good faith with respect to wages, hours, working conditions, and contract grievance arbitration, and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1 - RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining representative pursuant to 26 M.R.S.A. §962 for certified professional employees as follows: all classroom teachers; guidance personnel; librarians; and nurses.

## **ARTICLE 2 - SCOPE OF AGREEMENT**

A. This Agreement contains the full and complete agreement between the Board and the Association on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement, except that the District agrees that it will, upon written request by the Association, negotiate over the impact on wages, hours and working conditions caused by its implementation of an educational policy change. The Board recognizes its obligation to meet and consult with the Association prior to implementation of changes in educational policy. Additionally, the provisions of this paragraph shall not prevent the Board and the Association upon mutual agreement from negotiating any issue during the said term of the contract.

B. Except as otherwise provided in this Agreement, the management of the schools and the direction of the staff is vested solely in the Board as exercised through the Superintendent.

C. Nothing herein shall be construed to mean that the Association negotiating this Agreement is required to furnish counsel or assistance to any individual employee who has filed a personal grievance in the administration or prosecution of such grievance, nor shall any negotiated agreement require that any such employee be represented by counsel or that they accept assistance from the Association. The employee may, however, request such assistance if they wish.

D. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with its terms. The provisions of this Agreement shall be considered part of the established policies of the Board.

E. Any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to, and consistent with, the terms of this Agreement executed by the parties. If such individual arrangement, agreement, or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

F. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found 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.

G. The Association President and the Superintendent shall meet during September to mutually discuss meeting dates and times during the school year for the purpose of discussing current issues using the problem-solving guidelines and standards. These meetings are not intended to by-pass the grievance procedure. In the event the Superintendent fails to adhere to this provision, the Association President may initiate a grievance at the Superintendent's grievance level. The Superintendent's decision may be appealed to the Board of Directors, whose decision shall be final and not arbitrable. In the event that the Association President fails to adhere to this provision, the Superintendent shall meet with the Association President to seek compliance with this provision. Absent resolution, the Superintendent may appeal and meet with the Association's Executive Committee in an attempt to resolve the dispute. The decision of the Association's Executive Committee shall be final.

H. For the intended purpose of resolving conflict, the Board shall provide problem solving training for building middle management, Association building representatives and any interested staff members. Participants in the training are encouraged, but not required, to use this problem solving approach to resolve issues and problems within

their respective building, and to improve the cooperative climate within their respective building.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

#### **A. Declaration of Basic Principle**

1. The function of this procedure is to assure proper and equitable treatment under the terms and conditions of this Agreement. It is not designed to be used for changing or modifying any part of this Agreement.
2. Every employee shall have the right to present their grievance in accordance with the procedures provided below, free from interference, coercion, restraint, or reprisal, and shall have the right to be accompanied by a spokesperson, representative, or counsel of their own choosing at all stages of the grievance procedure, except that they may not be represented by a representative or an officer of any teacher organization other than the Oxford Hills Education Association, Maine Education Association, or National Education Association.

#### **B. Definitions**

1. Grievance – a grievance is a dispute over the interpretation or application of the terms or provisions of the Agreement.
2. Grievant – a grievant may be either an individual employee or a group or class of employees.
3. Days – days shall mean school days except during summer recess when days shall mean Monday through Friday except for legal holidays.
4. Appropriate Administrator - appropriate administrator shall mean any administrative position, not in the bargaining unit, with supervisory or administrative relationship to the grievant.

#### **C. Informal Procedure**

A teacher with a grievance must discuss the matter with his/her appropriate administrator either directly or through his/her Association representative, with the objective of resolving the matter informally within fifteen (15) days of the date of the occurrence.

## D. Formal Procedure

1. The Association has a right to be present at all grievance meetings.

### Step One – Appropriate Administrator

If the grievance is not satisfied with the disposition of the grievance at the informal stage, the grievance may be presented in writing using the form provided in Appendix C to the appropriate administrator within fifteen (15) days of the outcome of the informal procedure. The administrator shall meet with the grievant within five (5) days of the receipt of such grievance and render a written decision to the grievant within ten (10) days of such meeting.

### Step Two – Superintendent

If the grievance has not been resolved at step one to the satisfaction of the grievant, the grievance may be appealed to the Superintendent within five (5) days of the receipt of such decision. The Superintendent shall meet with the grievant to discuss the allegations within five (5) days of receipt of the written appeal and render a written decision within five (5) days of such meeting.

### Step Three – Board

If the grievance has not been resolved at step two to the satisfaction of the grievant, the grievance may be appealed to the Board within ten (10) days of receipt of the step two decision. The Board and the grievant will meet for the purpose of resolving the grievance at the next regularly scheduled meeting of the Board, provided at least five (5) days have passed between receipt of the grievance and the Board meeting. Within ten (10) days of said meeting, a written decision will be sent to the grievant.

### Step Four – Arbitration

If the grievance has not been resolved at step three to the satisfaction of the Association, the Association may, by giving written notice to the Board within ten (10) days after receipt of the step three decision, present the grievance for arbitration. Within five (5) days of receipt of the notification for arbitration, representatives of the parties will select a mutually agreeable arbitrator. If they fail to agree on a name, the Association within ten (10) days may request the services of the American Arbitration Association for disposition in accordance with their rules. The arbitrator's decision will

be final, binding, and in writing, and will set forth the findings of fact, reasoning, and conclusions on the issues as submitted by the parties.

The arbitrator is without authority to render a decision, which requires the commission of an act prohibited by state law or violative of the terms of this Agreement.

All costs for the services of the arbitrator shall be borne equally by the parties.

#### E. Miscellaneous

1. A grievance, which shall affect a group or class of employees, or employees at more than one school, or is a matter over which the principal has no authority, may be initiated at step two.
2. No written document or record relating to any grievance shall be filed in the personnel folder of any employee.
3. The time limits set forth herein may be extended in writing by mutual agreement of the parties.
4. All grievances shall be filed on the approved form in Appendix C of this Agreement.

At no point prior to an official hearing or meeting of the Board, at which time the grievance is being resolved, shall the teacher concerned, other teachers, Association representatives, or administrators discuss informally with members of said Board or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance.

### **ARTICLE 4 - WORKPLACE HEALTH & SAFETY**

Teachers are required to promptly notify their supervising administrator of any health or safety concerns.

- A. If a teacher reasonably believes that a student poses a risk of injury or harm to themselves or others, the teacher shall complete the *Dangerous Student Behavior* form. The completed form must be submitted to the building administrator as soon as practicable. Similar reports in a proximate time frame can be "bundled" into one report, so as not to require a unique investigation.  
Form - Appendix H

## **ARTICLE 5 - CLASS SIZE**

The teachers and the Board recognize the desire to maintain class size consistent with the present school board policy.

## **ARTICLE 6 - ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Association will be granted the use of District buildings, except for the Central Office Building, within the regular policy of the Board.

B. The Association will have the right to place notices, circulars, and other material in teacher mailboxes unless such use interferes with District use of mailboxes. The District website will provide a link to the OHEA website on the staff web page.

C. Representatives of the Association will be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operation. The President of the Association may meet and confer with affiliate organizational representatives to transact official Association business during his/her planning period, provided it does not interrupt school business. Notification will be given to the school office when any organizational affiliate representative intends to or does enter the school building.

D. The Association shall be granted the use of school equipment such as computers, photocopy equipment, etc. for official Association business provided that the cost of all materials be borne by the Association, and that the Association assume responsibility for any damage occurring to the equipment being used.

## **ARTICLE 7- SCHOOL CALENDAR**

There shall be 180 teacher workdays in the school calendar. The allocation of time with regard to conference days and workshop days will be a matter of consultation between the Association and the Board (or the Superintendent). If the Board requires all teachers to work any days beyond the contracted days, the teachers will be paid at their per diem rate.

## **ARTICLE 8 - TEACHING HOURS AND TEACHING LOAD**

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. If, in the judgment of the administration, a teacher is not devoting the time necessary to meet his/her responsibilities, the administration may require the teacher to devote the appropriate time. The judgment of the administration as to what is appropriate time may not be arbitrated unless such decision is arbitrary or capricious.

### **B. Duty-free lunch period**

1. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes. Missed lunch form - Appendix I.

2. Teachers may leave the building during their scheduled duty-free lunch period after notifying the office.

C. On teacher workshop or conference days, teachers will not be required to be in attendance more than 7 and one-half consecutive hours per day, exclusive of lunch time. By mutual written agreement between the Superintendent, the President of the Association, and one other officer of the Association, conference days may be scheduled differently district wide.

D. All teachers shall have a duty-free planning-time within the student day of at least forty (40) minutes daily, whenever possible - excluding - school emergencies, field trips, assemblies, and the like. When a regularly planned prep period is taken away from the teacher to substitute for another teacher, the teacher will be paid \$30.00 per missed planning period. It is the responsibility of the teacher to notify their supervisor/principal of this instance within ten (10) work days. The principal will designate a staff member to submit these instances to payroll, weekly.

E. Administrators will not ordinarily extend the teacher work day by scheduling more than thirty (30) staff meetings per year (with no meeting longer than 75 minutes in length) at times that are outside of the student day without mutual agreement of the staff or in case of emergency. Staff meetings are understood to mean regularly scheduled meetings for the attendance of all teachers in a building, or in the district, and are considered a professional responsibility. It is understood that this limitation will not apply to professional development time on early release days and it will not apply to meetings that are required for schools that need additional meeting time to meet state or federal requirements.

## **ARTICLE 9 - DUES DEDUCTION FROM SALARY**

A. The Board agrees to deduct from teacher's salaries, money for local, state, and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such Association.

B. The Association shall verify to the Board in writing eight (8) working days before the 2nd payroll of the school year, the current rate of local, state, and national membership dues. In the event the Association changes the rate of its membership dues, the local Association shall give the Board and the Association membership written notice prior to the implementation of such change and prior to the above date.

C. Teachers beginning work after the start of school in September must indicate their dues authorization fifteen (15) working days after employment begins.

D. The Association shall indemnify, defend, and hold the Board harmless against suits against the Board or the member municipalities on account of payroll deduction of dues. The Association agrees to refund to the Board any amount paid to it in error on account of payroll deduction provisions and/or information provided by the teacher or the Association, upon presentation of proper evidence thereof. Thanks

## **ARTICLE 10 - NON-TEACHING DUTIES**

Teachers shall not be required to drive students to activities which take place away from the school building. The Association and the District strongly discourage transporting students under any circumstances in private vehicles. A teacher may do so with the advance approval of his/her principal or immediate supervisor and the student's guardian/s. They shall be reimbursed at the rate of no less than the maximum Internal Revenue Service allowable rate per mile before withholding must be taken.

## **ARTICLE 11 - TEACHER EMPLOYMENT**

A. Probationary teachers shall be notified if they will be offered a new contract, providing funds are available and/or staffing needs require their retention in the following year, by May 14th of each school year. Probationary teachers will be issued contracts for the ensuing year no later than seven (7) days following the first Board meeting after approval of the annual District Budget. The length of a teacher's probationary period is described under Maine law in Title 20- A M.R.S.A. 13201.

B. Continuing contract teachers shall be notified of their individual contract status for the following year by May 30th. This individual contract shall be contingent upon approval of the annual District Budget as presented by the Board or within thirty (30) days from the date of the signing of the successor negotiated agreement by both parties, whichever occurs later. Notification of salary status shall contain agreed-upon language, and shall not include any other language unless agreed upon by both the Association and the Board. Teachers issued such contracts must return the signed contract to the Office of the Superintendent no later than ten (10) days after proof of receipt. Failure to comply with this requirement will be deemed by the Board that the teacher has resigned and said failure is not appealable under any provisions of this Agreement.

C. The employee resigning from any position shall give a thirty (30) work day written notice of such intent unless waived by the Board.

D. It shall be the responsibility of the teacher to maintain required teaching certificate(s) and to notify the Superintendent that they are certified or/can be certified. Failure to comply with this requirement will be deemed that the teacher has resigned and said failure is not appealable under any provisions of this Agreement.

## **ARTICLE 12 - TEACHER ASSIGNMENT**

A. Teacher assignments for the ensuing year will be made as early as possible to allow teachers as much time as possible for preparation. Whenever possible, such assignments will include building and class assignments. Once an assignment is made to a teacher, changes will be made only after notification and consultation, with the teacher, barring extenuating circumstances.

B. When a teacher is notified that they are being involuntarily transferred or reassigned, a list of open bargaining unit positions in the District shall be provided by the Superintendent when the teacher requests such a list.

C. District custodial or maintenance staff will assist with moving an involuntarily transferred teacher to his/her new assignment.

### **ARTICLE 13 - VACANCIES**

A. Should a vacancy occur during the school year, the Board agrees to post such vacancy on the staff web page of the District website for at least five (5) school days. Should a vacancy occur outside of the school year, the vacancy shall be posted on the staff web page for at least five (5) business days.

B. When a position is posted, all members of this bargaining unit who meet the certification and qualification requirements may apply by submitting a letter of interest for open positions within this bargaining unit. They are also encouraged to submit an updated resume, and updated letters of recommendation. Qualified applicants will be granted an interview as long as the intent letter is submitted within the requested timeline. One interview will be provided for similar positions within the same building.

C. It shall be the responsibility of the teacher to notify the employer that they are certified or/can be certified.

### **ARTICLE 14 - PERSONNEL FILES**

A. A teacher shall have the right, upon request, to review the contents of his/her personnel file in the presence of the appropriate administrator. A teacher shall have the right to have a copy made of materials in his/her file.

B. No material pertaining to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge that they have reviewed such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher may submit a written answer to such material and his/her answer shall be initiated by the Superintendent or his/her designee. All written responses to such material must be submitted to the Superintendent within fifteen (15) school days from receipt of the copy of the material to be included in the file. In the event that less than fifteen (15) school days remain in the school year, all written responses must be submitted to the Superintendent within fifteen (15) business days of the receipt of the copy of the material. After a period of two years, a teacher can request obsolete and inappropriate material be removed. The decision of the Superintendent shall be final.

C. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, and it shall not establish any separate

personnel file that is not available for the teacher's inspection. Each employee's personnel file will include a log of who accessed the personnel file for substantive review (this does not include access for the purpose of routine clerical or administrative file maintenance).

## **ARTICLE 15 - LEAVES**

### **A. Sick Leave**

All employees covered under this Agreement shall be entitled to fifteen (15) days of sick leave per school year, effective as of the first official workday of the school year. Sick leave may be used for the employee's own illness, injury, or medical appointments. Sick leave can be used to care for the employee's spouse, significant other (live in spousal-type relationship\*), child, or parent/stepparent/guardian who is seriously ill. In addition employees may use one day per school year to donate to the sick pool. Sick leave shall have unlimited accumulation. \*A "Partner Certification" form must be completed and on file. Form - Appendix B

Consistent and reliable attendance plays a valuable role in supporting student learning and maintaining a positive school community and culture. To support the responsible use of sick leave, the Superintendent or designee may request appropriate documentation in situations where there appears to be a recurring pattern of absences or if there are reasonable concerns that sick leave is being used for other purposes. Such patterns may include, but are not necessarily limited to, frequent absences on Mondays and/or Fridays, on workshop/professional development days, just before or after vacation periods or holidays, as well as repeated, short, unscheduled absences without a documented medical explanation.

B. Whenever possible, teachers are encouraged to schedule medical appointments outside of their normal in-school workday.

Pursuant to 20-A MRSA §13601, upon completion of the probationary period, a teacher may provide a written request to the Superintendent to transfer 20 days of any unused accumulated sick leave from a prior Maine school district. This sick leave shall be credited and made effective provided that:

1. There shall have been no break in service in the teacher's public-school employment with the State; and
2. The teacher was eligible to receive sick leave in his or her previous position at the time of his or her termination of employment.

C. The Board shall provide a written statement to each teacher indicating his/her total number of sick leave days available.

D. A sick leave pool shall be established for the benefit of teachers who suffer non-work related extended illness or disability. Sick pool days are subject to the capped accumulated sick leave provision (section D.4 of this article).

1. Each year, one day of a teacher's sick leave will automatically be donated to the sick leave pool, unless the teacher opts out by submitting written notice to the Superintendent and Association President by September 15 of each school year. Teacher enrollment in the pool shall be voluntary. Teachers who contribute to the pool are considered members and may request sick leave days from the pool, as outlined in this section.

2. A member can request sick leave pool days only after their personal sick leave balance has been reduced to five (5) days. However, they cannot begin using pool days until their own sick leave is completely used up. Additionally, during their first year in the bargaining unit, an employee must complete eleven (11) weeks of work before they can access the sick leave pool. Paid sick days will count toward this eleven-week requirement.

3. Members withdrawing sick leave days from the pool will not be required to replace the days withdrawn, except as a regular contributing member of the pool.

4. At the close of the school year in June, all unused sick leave days will remain in the bank until the following September, at which time they will be added to the new bank for the ensuing year not to exceed 400 days.

5. Applicants to the sick leave pool shall submit a doctor's statement-as evidence of the extended illness or disability.

6. The Superintendent and the Association President shall jointly approve the recipients of days from the pool. In the event that the Superintendent and the President are unable to agree as to who shall receive days from the pool, the Board shall make the decision. Recipients may not apply for or receive more than thirty (30) days per school year.

7. An applicant may request up to 10 days at a time. Staff will only be granted the number of days needed to cover the actual duration of the illness or injury. If days have been granted from the sick pool and are not used for this illness or injury, the days will go back into the sick pool.

#### E. Temporary Leaves of Absence

As of the beginning of the school year, teachers shall be entitled to the following temporary leaves of absence with full pay for each school year.

1). Teachers will have two (2) days leave of absence for personal reasons. Teachers may request a third personal day through their principal. Notification to the teacher's principal or other immediate supervisor for this leave shall be made at least three (3) days before taking such leave except in cases of emergency. Two (2) additional days may be used as described above and will be deducted from the employee's available sick leave. If this leave is denied by the principal, the teacher may appeal the decision to the superintendent or their designee. Personal leave may not be used for a vacation or to extend a holiday or vacation, or to extend any other leave provision of this contract except section 2 below.

2). Five (5) consecutive working days at any one time to attend the funeral and/or care for family business matters associated with the death of a spouse, significant other (live-in spousal type relationship), child, parent/stepparent/guardian, or siblings, and three (3) consecutive working days at any one time to attend the funeral of an in-law, grandparent, grandchild, aunt, uncle, niece, or nephew. One (1) additional day of leave will be granted for the purpose of attending the interment if held at a time distant from the death.

3). Each teacher is entitled to one (1) funeral leave day per year to attend the internment and/or services for the death of a friend or a relative not covered under paragraph B. A personal day will be used; if no personal days are left to use, the absence will be deducted from the teacher's sick leave balance.

4). Teachers may request professional leave with pay. A teacher's request for professional leave with pay shall be reviewed by the Principal and may be granted at the discretion of the Assistant Superintendent. If a teacher's request is denied, the teacher may appeal to the Superintendent or designee, whose decision shall be final.

5). Special education case managers may request professional leave from the Director of Student Services to ensure that legal requirements are met. Reasonable requests will be approved.

6). Paid Family Medical Leave Act

1. The board agrees to pay 50% (fifty percent) of the premium cost and the employee will pay 50% (fifty percent) of the premium cost, required under MRS Title 26, §850-F.

Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the teacher is entitled.

F. Sabbatical Leave – may be granted to a teacher under the following conditions:

Sabbatical leave of absence may be granted to a teacher, subject to approval of the Board, upon recommendation of the Superintendent, when in their considered judgment said teacher pursues a course of study or travel experience to the end that he or she may be better fitted by education and culture for his/her position in the schools. Sabbatical leave to be granted only after seven (7) years of service in the District. Sabbatical leave is given to professional personnel to stimulate professional growth and/or prepare personnel for added responsibility. Improvement of the educational program of the District is the ultimate goal.

Consideration will be given to several criteria in granting leaves to staff members. Among these will be: value of leave to the School District; allocation of leaves among divisions of the School District; number of years of service in the School District; number and recency of previous leaves.

Sabbatical leave shall be granted for only one year at half pay. Additional stipend for such annually assigned duties as coaching, advising school groups, or serving on a curriculum committee shall not be included in the sabbatical leave pay.

Applications for sabbatical leave for the ensuing school year must be received in the District Office prior to January 1.

A teacher on sabbatical leave shall retain seniority, retirement, tenure, and all other rights as if they were in regular employment. The teacher can return to his/her position after the sabbatical leave. Any other assignment will be handled as an involuntary transfer (Article 11, paragraph B).

Nothing is to be interpreted as guaranteeing a sabbatical leave to any teacher. The Board may grant up to two (2) sabbatical leaves in any one year.

A teacher who is granted sabbatical leave agrees to return to the system for one school year. In the event a teacher leaves to accept another position within one school year of the completion of the sabbatical leave, the amount paid to the employee by the District shall be returned.

#### G. Unpaid Leave of Absence

A teacher shall request non-FMLA qualifying unpaid leave of absence in the following manner:

A request for leave must be submitted to the Superintendent one (1) calendar week in advance of the beginning of the intended leave. Such a request shall state the reason for such leave and whether or not the teacher has informed the principal of such request. Such a request shall be made in writing. If the requested leave exceeds five days, the request shall be made as soon as the teacher knows of the opportunity for the leave and can reasonably alert the Superintendent. The decision of the Superintendent shall be final.

#### H. Jury Duty

Time necessary for jury duty shall be granted without net loss in pay. A teacher who performs jury duty shall receive his/her regular salary from the District. Said teacher shall turn over to the District all money received for jury duty, less reimbursement for travel expenses. Payment by the District is contingent upon the following: if the teacher is released from jury duty more than two (2) hours before the end of the scheduled workday, they will return to their duties at school. If the teacher has not turned over their jury duty pay by the second pay period after the last day of jury service, the District may withhold such monies due from the paycheck of the teacher. This paragraph will pertain to a teacher who has been subpoenaed as a witness in matters related to school business, as well as jury duty.

#### I. Childbearing, Rearing or Adoption Leave

A leave of absence shall be granted to an employee who fulfills eligibility criteria under federal or state Family Medical Leave contained in the Family Medical Leave Act for the purpose of childbearing and/or rearing or adoption. The Board will grant paid leave in an amount up to the applicable FMLA laws funded by the employee's available accrued sick leave. Said employee shall notify the Superintendent of Schools and confer with the

Superintendent to determine mutually agreeable terms of the leave after which the leave shall be granted. Any employee seeking qualifying FMLA leave for the purposes of childbearing, rearing or adoption shall notify the Superintendent in writing of the need for childbearing leave at least thirty (30) days in advance of the commencement of leave, if possible.

1. An employee who is pregnant and medically unable to work as certified by a licensed physician shall be eligible to utilize sick leave pay if available.

2. The day following delivery, the staff member may elect to use up to 60 workdays of paid leave or whatever number of days employee has accrued for sick leave for the purposes of child bonding and rearing in accordance with FMLA allowable provisions.

3. **Adoptive Parent:** Any employee adopting a child may receive similar leave as described above (Section C), which shall commence upon him/her receiving de facto custody of said child.

4. **Extension of Parental Leave:** If an employee desires to request an extension of parental leave without pay, said employee shall notify the Superintendent of Schools and confer with the Superintendent to determine mutually agreeable terms of the leave. An extended parental leave time without pay shall not count toward increment credit on the pay scale; however, an employee returning to employment from parental leave shall be entitled to all benefits accumulated prior to the leave.

5. **Disabilities:** Disabilities arising from pregnancy in the absence of a request for an extended parental leave without pay, or prior to or following a parental leave shall be treated the same as other disabilities.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

A. This Agreement shall be posted on the staff web page of the District website within thirty (30) calendar days after the Agreement is signed. A hard copy of the Collective Bargaining Agreement is available upon request at the District office.

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

1. If the Association, to the Chairperson of the Board with a copy to the Superintendent;

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

C. While the teacher has no insurable interest in the laptop computers, or any other electronic devices that have been provided to teachers in the District, the District will cover normal repairs as necessary on this equipment. Teachers will not be expected to provide personally paid insurance policies for the use of District-owned property. Teachers found guilty of willful neglect will be responsible for the expenses incurred for damages on above-mentioned devices.

### **ARTICLE 17 - TUITION REIMBURSEMENT**

A. Teachers shall be eligible to receive reimbursement up to the UM Orono graduate tuition credit hour cost at the rate of actual cost of tuition upon completion of graduate courses which have been approved by the Superintendent. Reimbursement will be provided for no more than nine (9) graduate credits taken during the fiscal year. A teacher may elect to have up to two (2) courses prepaid pursuant to Section C below. When electing prepayment, teachers must ensure all prepaid tuition funds are remitted directly to the educational institution and provide verification of payment within 30 days of the course start date. The District agrees to budget \$150,000 plus funding from grants per year for tuition reimbursement.

B. In order to obtain tuition reimbursement under this provision, the following criteria must be met:

1. Initial approval of the Superintendent for purposes of tuition reimbursement will be based on the following:

a. A written request for prior approval has been submitted by the teacher;

b. The course coincides with the teaching needs and professional growth of the teacher.

2. Final approval for payment under this provision will be dependent upon:

a. Transcript verifying credit;

b. Receipt of a grade of "B" or better in the course, or in instances where pass/fail is in effect, receipt of "pass";

c. Submission of a receipt verifying personal payment of tuition in an amount equal to or more than the amount of the reimbursement

3. If a teacher resigns from the District to accept employment elsewhere within two (2) calendar years of receiving tuition reimbursement, they shall repay the District in the amount of the reimbursement.

#### C. Educational Loan Advance Program

1. The School District will make available an educational loan/advancement program that will provide advance tuition for approved courses.

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

3. Receipt of such educational loan/advancement must have prior written approval of the Superintendent as provided in section B above.

4. If an employee fails to provide written grade notification to the Superintendent within thirty (30) days from the grade being posted or the teacher withdraws from the course, the employee shall reimburse the District the amount of payment made on behalf of the employee. Unless other written repayment arrangements are made with the Superintendent, any reimbursement owed to the District by the employee shall be made by payroll deductions in no more than six (6) consecutive payments or by the end of the contract year, whichever occurs first.

5. Should the employee cease employment with the District, the amount remaining due shall be paid in full from the employee's remaining paychecks. In the event of any outstanding balances, the employee shall repay the District within thirty (30) days of his/her employment severance with the District.

#### D. National Board Certification

A teacher may have the costs of assessment components (not fees for travel, registration or materials) reimbursed from the budgeted funds of Paragraph A above if the teacher is enrolled in a National Board Certification component program. The teacher's reimbursement amount will not exceed the annual limit in Paragraph A above and will be subject to approval and repayment as set forth in Paragraph B above. Any teacher who requests such reimbursement agrees to also apply to the Maine

Department of Education NBCT scholarship fund and to pay any National Board Certification costs with any scholarship award before the District is obligated to make any reimbursement.

## **ARTICLE 18 - TEACHER RIGHTS**

### **A. Just Cause**

1. No teacher shall be disciplined, including reprimanded, reduced in rank or compensation, suspended or dismissed, and no teacher on continuing contract shall be denied renewal of contract, without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as set forth in Article 3. This paragraph shall not apply to any stipend position. (See Standards Appendix A)
2. The provisions of paragraph 1 above shall not be applicable to a probationary teacher. A probationary teacher who is not offered another contract may request and be entitled to written notification from the Superintendent of the reasons for the non renewal.
3. Should an administrator meet with a teacher about a disciplinary matter, that administrator shall advise the teacher of the nature of the meeting. The teacher may request Association representation at the meeting.
4. If an administrator receives a complaint about a teacher, the administrator shall suggest that the complainant talk with the teacher first. The administrator may choose to be present at the meeting.

### **B. Reduction in Force**

1. The selection of teachers whose contracts will be terminated in the event teaching positions are eliminated will be according to the following criteria: academic preparation, certification, teaching experience, performance evaluation, and Seniority. A copy of the RIF Grid to be used is attached as Appendix F.
2. Seniority is defined as the most recent date of continuous employment in this bargaining unit and transfers with any teacher that changes impact areas. Teaching experience means the number of full time equivalent years of service that each teacher served in any District. Full time equivalence will be calculated based on 180 days. Each teacher day is considered a 7.5-hour day.

### 3. Impact Areas:

- a. Each teacher will be assigned to an impact area according to the valid teaching certificate they are working under at the time of the reduction in force.
- b. Teachers holding multiple certificates will still be placed in an impact area by the certificate they are working under at the time of the reduction in force.
- c. Teachers who hold multiple valid endorsements in fields outside of their current teaching assignment may be considered for a position in another impact area if they:
  - i. moved to their current field with the District's approval;
  - ii. continue to hold a valid teaching certificate in the former field,
  - iii. remain highly qualified in that field, and
  - iv. only if there is at least one probationary teacher identified in the impact area they wish to be considered part of.

4. Any teacher affected by a reduction in staff shall be entitled to a hearing before the Board, if requested by the teacher.

5. At the time the Board determines that it should consider a reduction of teaching positions within the District, the Board shall notify the Association and shall give the Association a general statement of the preliminary reasons why the Board is considering a reduction and the impact areas in which reductions are being considered.

6. The Association will be given an opportunity to discuss the elimination of such teaching positions with the Board.

7. The final decision pertaining to the elimination of teaching positions is the sole prerogative of the Board.

8. Any teacher affected by a reduction in force shall be notified in writing. When such a teacher is offered an equivalent position in the District, such an offer shall be made in writing. When such an offer is made and if the teacher accepts the offer, such acceptance must be in writing and returned to the Superintendent within ten (10) days of receipt of the offer.

9. No seniority rights shall be lost as a result of a layoff and all unused accumulated benefits and rights shall be restored to a recalled employee for up to two (2) years from the employee's effective date of layoff.

10. A teacher who is to be laid off shall receive at least ninety (90) days written notice prior to the effective date of the layoff.

11. A teacher who has been laid off shall be eligible to continue to participate in group insurance plans by remitting the premium(s) to the District on a monthly basis in accordance with COBRA.

12. A continuing contract teacher who has been laid off and has used his/her personal days may request additional time for the purpose of interviewing for other positions and the time will be charged to accrued sick leave.

13. For up to two (2) years from the termination date of the teacher's contract (or the end of the school year in which the RIF occurs, whichever occurs later), the Superintendent shall send a notice of vacancies by regular mail to the last known address of any laid off continuing contract teacher.

14. No teacher subject to recall shall be required to make an application for a teaching position beyond the requirements of this Article.

### C. Teacher Evaluation

1. All monitoring or observation of the work or performance of a teacher shall be conducted openly and with the knowledge of the teacher.

2. A teacher shall be given a copy of any written class observation or evaluation report at least five (5) days prior to being submitted to the District Office. No such report shall be submitted to the District Office, placed in a teacher's file, or otherwise acted upon until the evaluator has had a conference with the teacher. A teacher must sign the completed written evaluation report after the conference with the observer or evaluator with the express understanding that such signature in no way indicates agreement with the contents.

3. At the beginning of each school year, the administration shall review the evaluation procedure with the faculty. Any teacher shall be given a copy of the form to be used in the evaluation process upon request.

## ARTICLE 19 - HEALTH INSURANCE

A. The Board will contribute 80% of the premiums for the MEA Health Benefits Trust Choice Plus, Standard 500, or Standard 1000 Plans for health coverage under the appropriate plan (single, two adults, adult with children, or family) for eligible employees who work twenty five (25) or more hours per week. For single employees under one of the above plans the district will pay 83% for the year 2026-2027 and 85% for the year 2027-2028 of this contract. The dollar amount of premium contributed by the District for MEA Choice Plus may be applied to payment of premiums for individuals that select the MEA Standard Plan. The portion of the payment paid by the employee will be taken out of pre-tax dollars in accordance with Section 125 of the I.R.S. code.

B. The Board may offer additional health plan options from other health plan providers to Association members in order to provide a broad selection of choice and premium costs. The District must offer plans as outlined in Article 19A part 1 as three of the available options. The District will fund 80% of the premium for such alternative plans.

C. If both spouses are employees of M.S.A.D. No. 17, the District shall pay 100% of the Choice Plus Plan (two adults or family). The dollar amount of premium contributed by the District for Choice Plus may be applied to payment of premiums for individuals that select the MEA Standard Plan. In the event that the premium cost structure makes it less costly to pay 100% for two separate single plans as opposed to the premium cost for the two-adult plan, the District may elect that option.

D. If a District employee has a spouse enrolled in a two person or family plan not provided by the District, the Board shall not provide insurance coverage for that employee. Each new enrollee in a District insurance plan shall sign a certificate that they aren't covered by another two person or family plan, and will terminate enrollment in the District plan if they become covered by a plan not provided by the District. The Board may recover any amount accepted in violation of this provision in a civil action.

### E. Cash-in-Lieu Option

Teachers will be given an opportunity under the terms of the flexible benefit plan to elect no medical coverage. If a teacher elects no medical coverage or reduces coverage from the coverage the teacher had on June 1, and documents that they are otherwise covered by another employer-sponsored group health plan or a federal or state sponsored plan (other than a "health insurance exchange" under the "Affordable Care Act"), and provided that the teacher is still eligible for the higher level of coverage they had on June 1, the Superintendent will reimburse the teacher up to \$4,000 for any

school year for the premium cost the Board saves as a result of the election or no coverage. The cash payments under this provision are taxable income and shall be paid to the teacher not later than June 30th of each year.

In order to receive this benefit, a participating teacher must sign an annual form certifying that they are eligible for the higher level of insurance coverage. When a teacher's level of coverage is reduced because of a change in eligibility or a qualifying event such as divorce, or when the dropped insurance is covered by the Board-provided insurance of another M.S.A.D. #17 School Department employees, this provision shall not apply. An election to receive cash-in-lieu of dropped coverage may be made only during the annual open Enrollment period. In order to receive the reimbursement under this cash-in-lieu program, the program must generate sufficient funds to be self-supporting. Self-supporting means that the number of new participants enrolled in this option is sufficient to result in health insurance cost savings equal to the cost of this cash-in-lieu program. The self-supporting cash-in-lieu option will be considered each year of this contract.

#### F. Medical and Dependent Care Reimbursement Accounts

In order to enable employees to use pre-tax dollars to pay certain eligible family and health care expenses not covered by insurance, the Board agrees to make available a Medical Expense Reimbursement Account and a Dependent Care Reimbursement Account. Any start up cost shall be paid by the Board. Any administrative costs for individual accounts shall be paid by the participating teacher. Both accounts will be administered by the third party administrator mutually selected by the Board and the Association pursuant to a Section 125 (cafeteria) plan.

The Medical Expense Reimbursement Plan and Dependent Care Reimbursement Plan will be established in conformity with the provisions of Section 125 of the Internal Revenue Code. The annual limits that a teacher may elect to contribute for the respective reimbursement plans are:

Medical Reimbursement: Up to the amount stipulated by Section 125 of the Internal Revenue Code as amended  
Dependent Care: Up to \$5,000

The Section 125 (cafeteria) plan will be provided annually during the same annual enrollment period for health insurance. During the first implementation year, the enrollment period shall be determined by the vendor for these accounts. Each employee will be notified of the opportunity to make changes in the amount of income

that is to be deposited to either the Medical Expense Reimbursement Account (up to the maximum amount allowed under the Board's plan document) or the Dependent

Care Reimbursement Account. Any unused balance remaining in an employee's account at the end of the plan year will be subject to the third party administrator's rules and procedures.

Pursuant to IRS requirements, the District has the financial obligation to cover the teacher's designated annual medical reimbursement amount until the funds have been deducted from the teacher's payroll.

The parties agree that this obligation is not applicable to the Dependent Care Reimbursement Account.

### **ARTICLE 20 - DENTAL INSURANCE**

Teachers will have the option of purchasing MSMA dental insurance, or comparable plan, at their own expense, in pre-tax dollars, through the School District. In order for teachers to purchase group insurance, they must meet the MSMA's minimum enrollment requirement for the first year's participation.

### **ARTICLE 21 - TEACHER SALARY SCHEDULE**

A. See attached 2025-2028 salary schedule.

B. Additional Salary Provisions

1. Any teacher who has completed the requirements for an advanced degree previously approved by the Superintendent will be placed on the new schedule at the first Board meeting following receipt by the Superintendent of documentation of the aforementioned completion.

2. To qualify for placement on the Master's +30 salary scale, an employee must complete a minimum of 30 credit hours subsequent to the conferring of the Master's Degree and be taken at an accredited institution. 15 of the credit hours must be at the graduate level and the remaining 15 credit hours may consist of either graduate or undergraduate-level coursework. The credits must be in an area of concentration relevant to the teacher's current position, field of certification, or in pursuit of an advanced degree or additional certification.

3. The Superintendent reserves the right upon recommendation of the administration to withhold any increment of increase as set forth in this schedule in case of documented unsatisfactory work.

4. The annual salaries of teachers shall be paid in twenty-six (26) or twenty one (21) installments due every other Friday, except on weeks that have a holiday on Thursday and/or Friday and the District Office is closed.

When this occurs, the checks will be issued on the day before the holiday. Teachers opting for the twenty-one (21) payment plan must make such an option by December 15th of the preceding school year. Once a teacher selects twenty-one (21) pays, s/he shall continue to be paid in that manner unless the option is revoked by the teacher. Up to thirty (30) teachers may choose to receive their checks for the summer months in June, in one lump sum if such desire is indicated in writing by May 31. This option for a lump sum summer payment shall be on a first-come, first-served basis. In addition, any teacher retiring may receive the balance owed to him/her in one lump sum upon retirement. Proper payroll deductions shall be made from this check for medical insurance, retirement, and other authorized deductions so as to afford coverage for the individual until the first deduction the following fall.

5. Any teacher retiring from the District shall be paid for thirty (30) days of accrued sick leave at his/her per diem rate based upon his/her regular contracted salary for the last full year of employment. To be eligible for this benefit, the teacher must:

- a. Have been employed by the District for at least ten (10) years;
- b. Be immediately eligible to receive Maine Public Employee Retirement Benefits, or meet all the requirements for receipt of MPERS Benefits, except minimum age.

6. Teachers who are regularly assigned to more than one building, and who are authorized to use their own automobiles for such travel, shall be paid at the rate of no less than the maximum Internal Revenue Service allowable rate per mile before withholding must be taken, for travel between the buildings. The rate will be figured from the first assignment in the day to the last assignment in the day

7. Experience will be counted as follows: one year for every year of teaching experience; and one year for every two years of related experience.

## ARTICLE 22 - SALARY SUPPLEMENTS

### A. Added Stipends for Special Education Positions:

- Day Treatment Teachers - \$4,500
- Functional Life Skills Teachers - \$4,400
- Social Skills Teachers - \$3,400
- Resource Room Teachers - \$2,000
- Social Workers - \$4,450
- Applied Academics Teachers - \$4,000

### B. Extracurricular

A committee of three Association and three Board representatives shall be established no later than the last day of the school year. The purpose of this committee shall be to revise the stipend system, establish how to request a new district stipend and to establish an appeals system for stipend payments, and to create job descriptions for stipend positions.

### C. Additional Teaching Duties

Compensation for participation in Summer School, the After School Intervention Program (AIP), tutoring, and any additional teaching responsibilities assigned by the building principal due to an unfilled teaching position shall be paid at the per diem rate of the Bachelor's base salary, as outlined in the current teacher contract.

D. During the term of this Agreement, any additional positions created shall be fully funded in addition to the amount specified in section 2 above. If the Board eliminates any extracurricular current positions, the funds for the position(s) will be subtracted from the amount specified in section 2 above.

### E. Employees will be paid their supplemental stipends as follows:

a. If the activity is seasonal, the stipend shall be divided equally among the paychecks during the season or a single payment shall be made at the end of the season.

b. If the activity is year-round, the stipend shall be divided equally among the paychecks or a single payment shall be made at the end of the school year.

c. Stipend recipients desiring a single payment shall be required to communicate their decision in writing to the District Office no later than ten (10) days following receipt of a contract for the activity.

### **ARTICLE 23 - OTHER SALARY PAYMENTS**

A. All work performed by members of the bargaining unit beyond the contracted work year, except those employees already required by individual contract to work more than the contracted days, shall be paid per diem of the Bachelor's base (Bachelor's Base 180).

B. High School counselors may work up to ten (10) days and Middle School counselors may work up to three (3) days beyond the 180 teacher work days, and will be paid per diem for those days. Instructional, math, literacy, and academic coaches may work up to four (4) days outside of the school year and will be paid per diem for those days.

C. Bargaining unit members required to participate in I.E.P's beyond the contracted work year, except those employees already required by individual contract to work more than the contracted work year, shall be paid per diem of the Bachelor's base (Bachelor's 180 days). For the purposes of this article, a day shall be based on six (6) hours.

D. Teachers required to attend IEP's which extend more than ninety (90) minutes beyond the student day shall be paid at the per diem of the Bachelor's base (Bachelor's Base-180 days). At least thirty (30) minutes must be worked beyond the ninety (90) minutes to qualify for an hour's pay. Case managers, department heads, and administrators will meet as they determine necessary to collaborate to ensure that meeting time is used efficiently.

E. Employees will make formal applications to the administration for summer work. The administration will decide who will work.

### **ARTICLE 24 - NON-DISCRIMINATION**

The Board and the Association agree that neither party will discriminate against any employee on the basis of race, creed, color, sex, marital status, sexual orientation, age, national origin or disability.

**ARTICLE 25 - DURATION OF AGREEMENT**


This Agreement shall be effective the first work day of the 2025-2026 school year, and shall continue in effect until the last day before the first work day of the 2028-2029 work year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, attested to by their respective members all on the date and year noted below.

The attached signatures certify to majority ratification by both parties.

By:  Dated: 6-4-2025  
Dennis Boyd, Jr. Chief Negotiator  
OXFORD HILLS EDUCATION ASSOCIATION

By:  Dated: 6-4-2025  
Jeni-Lee Cash-Jordan, President  
OXFORD HILLS EDUCATION ASSOCIATION

By:  Dated: 6-5-2025  
Troy Ripley, Chairperson  
OXFORD HILLS SCHOOL DISTRICT BOARD OF DIRECTORS

By:  Dated: 6-8-2025  
Catherine Winship, Negotiator  
OXFORD HILLS SCHOOL DISTRICT BOARD OF DIRECTORS

FY 2025-26			
Experience	BA	MA	MA + 30
1 Year	\$ 45,000.00	\$ 47,500.00	\$50,001.01
2 Year	\$ 46,012.50	\$ 48,313.13	\$50,970.35
3 Year	\$ 47,047.78	\$ 49,400.18	\$52,117.18
4 Year	\$ 48,106.36	\$ 50,511.68	\$53,289.82
5 Year	\$ 49,188.75	\$ 51,648.19	\$54,488.84
6 Year	\$ 50,295.50	\$ 52,810.28	\$55,714.84
7 Year	\$ 51,427.14	\$ 53,998.51	\$56,968.42
8 Year	\$ 52,584.26	\$ 55,213.47	\$58,250.21
9 Year	\$ 53,767.40	\$ 56,455.78	\$59,560.84
10 Year	\$ 54,977.17	\$ 57,726.03	\$60,900.96
11 Year	\$ 56,214.15	\$ 59,024.87	\$62,271.23
12 Year	\$ 57,478.97	\$ 60,352.93	\$63,672.34
13 Year	\$ 58,772.25	\$ 61,710.87	\$65,104.96
14 Year	\$ 60,094.63	\$ 63,099.36	\$66,569.83
15 Year	\$ 61,446.75	\$ 64,519.10	\$68,067.65
16 Year	\$ 62,829.31	\$ 65,970.78	\$69,599.17
17 Year	\$ 64,242.97	\$ 67,455.12	\$71,165.15
18 Year	\$ 65,688.43	\$ 68,972.86	\$72,766.37
19 Year	\$ 67,166.42	\$ 70,524.75	\$74,403.61
20 Year	\$ 68,677.67	\$ 72,111.56	\$76,077.69
21 Year	\$ 70,222.91	\$ 73,734.07	\$77,789.44
22 Year +	\$ 71,802.93	\$ 75,393.08	\$79,539.70
FY 2026-27			
Experience	BA	MA	MA + 30
1 Year	\$ 46,012.50	\$48,313.13	\$50,970.35
2 Year	\$ 47,047.78	\$ 49,400.18	\$ 52,117.18
3 Year	\$ 48,106.36	\$ 50,511.68	\$ 53,289.82
4 Year	\$ 49,188.75	\$ 51,648.19	\$ 54,488.84
5 Year	\$ 50,295.50	\$ 52,810.28	\$ 55,714.84
6 Year	\$ 51,427.14	\$ 53,998.51	\$ 56,968.42

7 Year	\$ 52,584.26	\$ 55,213.47	\$ 58,250.21
8 Year	\$ 53,767.40	\$ 56,455.78	\$ 59,560.84
9 Year	\$ 54,977.17	\$ 57,726.03	\$ 60,900.96
10 Year	\$ 56,214.15	\$ 59,024.87	\$ 62,271.23
11 Year	\$ 57,478.97	\$ 60,352.93	\$ 63,672.34
12 Year	\$ 58,772.25	\$ 61,710.87	\$ 65,104.96
13 Year	\$ 60,094.63	\$ 63,099.36	\$ 66,569.83
14 Year	\$ 61,446.75	\$ 64,519.10	\$ 68,067.65
15 Year	\$ 62,829.31	\$ 65,970.78	\$ 69,599.17
16 Year	\$ 64,242.97	\$ 67,455.12	\$ 71,165.15
17 Year	\$ 65,688.43	\$ 68,972.86	\$ 72,766.37
18 Year	\$ 67,166.42	\$ 70,524.75	\$ 74,403.61
19 Year	\$ 68,677.67	\$ 72,111.56	\$ 76,077.69
20 Year	\$ 70,222.91	\$ 73,734.07	\$ 77,789.44
21 Year	\$ 71,802.93	\$ 75,393.08	\$ 79,539.70
22 Year +	\$ 73,418.50	\$ 77,089.43	\$ 81,329.34
<b>FY 2027-28</b>	<b>BA</b>	<b>MA</b>	<b>MA + 30</b>
1 Year	\$ 47,162.81	\$49,520.95	\$52,244.61
2 Year	\$ 48,223.97	\$ 50,635.17	\$ 53,420.11
3 Year	\$ 49,309.01	\$ 51,774.46	\$ 54,622.07
4 Year	\$ 50,418.47	\$ 52,939.39	\$ 55,851.06
5 Year	\$ 51,552.88	\$ 54,130.52	\$ 57,107.71
6 Year	\$ 52,712.82	\$ 55,348.46	\$ 58,392.64
7 Year	\$ 53,898.86	\$ 56,593.80	\$ 59,706.47
8 Year	\$ 55,111.58	\$ 57,867.16	\$ 61,049.87
9 Year	\$ 56,351.59	\$ 59,169.17	\$ 62,423.49
10 Year	\$ 57,619.50	\$ 60,500.48	\$ 63,828.02
11 Year	\$ 58,915.94	\$ 61,861.74	\$ 65,264.15
12 Year	\$ 60,241.55	\$ 63,253.63	\$ 66,732.59
13 Year	\$ 61,596.99	\$ 64,676.84	\$ 68,234.07
14 Year	\$ 62,982.92	\$ 66,132.07	\$ 69,769.34

15 Year	\$ 64,400.04	\$ 67,620.04	\$ 71,339.15
16 Year	\$ 65,849.04	\$ 69,141.49	\$ 72,944.28
17 Year	\$ 67,330.64	\$ 70,697.17	\$ 74,585.53
18 Year	\$ 68,845.58	\$ 72,287.86	\$ 76,263.70
19 Year	\$ 70,394.60	\$ 73,914.33	\$ 77,979.63
20 Year	\$ 71,978.48	\$ 75,577.41	\$ 79,734.18
21 Year	\$ 73,598.00	\$ 77,277.90	\$ 81,528.19
22 Year +	\$ 75,253.95	\$ 79,016.65	\$ 83,362.58

## APPENDIX A – JUST CAUSE STANDARDS

As set forth in an arbitration ruling, the seven just cause standards adapted to fit the context of school employee discipline, are as follows:

1. Did the employee have prior notice that his/her conduct would be subject to discipline, including possible non-renewal of contract?
2. Was the rule or performance standard violated reasonably related to the proper operation of the schools?
3. Did the school make a reasonable effort before taking action to discover whether the employee did in fact violate the rule or standard?
4. Was the investigation or evaluation fair and objective?
5. Is there adequate proof that the employee did in fact violate the rule or standard?
6. Was the decision non-discriminatory, i.e., was the employee treated differently than other employees?
7. Was the degree of discipline reasonably related to the seriousness of the violation of the school rule or standard?

**APPENDIX B - PARTNER CERTIFICATION**

We, \_\_\_\_\_ and \_\_\_\_\_ certify

that we are domestic partners in accordance with the following criteria:

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We are jointly responsible for each other's common welfare, share financial obligations and share our primary residence. We are enclosing evidence of joint responsibility. (Joint responsibility may be demonstrated by the existence of two or more of the following.) (Please check at least two items that apply.)

- Domestic Partnership Agreement or Relationship Contract
- The Domestic Partner has been designated as a beneficiary of employee's will, or retirement contract i.e. life insurance, MSRS annuities, 401K, 403B
- Joint mortgage or joint ownership of a primary residence

Two of:

- Joint ownership of a motor vehicle
- Joint checking account
- Joint credit card account
- Joint lease

3. We are:

- not married to anyone, and
- at least eighteen (18) years of age and mentally competent to
- consent to contract, and
- not related by blood to a degree of closeness which would prohibit marriage in the State of Maine

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Domestic Partner Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**APPENDIX C - OHEA GRIEVANCE FORM**

Please read the article of the current collective bargaining agreement between the MSAD #17 Board of Directors and the Oxford Hills Education Association that relates to the grievance procedure.

Grievant Name(s): \_\_\_\_\_

School/Department: \_\_\_\_\_

Article(s) and Section(s) of Agreement Violated:  
\_\_\_\_\_

Statement of grievance (including detailed acts or omissions complained of):  
\_\_\_\_\_  
\_\_\_\_\_

Date of alleged act(s) giving rise to grievance: \_\_\_\_\_

Have you spoken to your Building Representative: \_\_\_\_ Yes \_\_\_\_ No

Date informal process completed: \_\_\_\_\_

Redress sought: \_\_\_\_\_

I will be represented in this grievance by: (check one)  
Association \_\_\_\_ Myself \_\_\_\_ Other Party (please specify name/role): \_\_\_\_\_

Association grievance representative's name: \_\_\_\_\_

Association grievance representative's signature: \_\_\_\_\_

(If the Association is representing the grievance, an Association representative must sign here.)

Date grievance submitted: \_\_\_\_\_ Grievance submitted to: \_\_\_\_\_

Grievance submitted by hand delivery \_\_\_\_ OR \_\_\_\_ email

Signature of Grievant(s): \_\_\_\_\_

Note: Submit one copy to the appropriate administrator and one copy to the Association President.

**APPENDIX D - COURSE REIMBURSEMENT FORM**  
**COURSE REIMBURSEMENT**  
M.S.A.D. #17 EDUCATIONAL LOAN/ADVANCEMENT  
EMPLOYEE PAYROLL DEDUCTION AUTHORIZATION FORM

I agree that the following charges of \$\_\_\_\_\_ will be paid by the District on my behalf, in the form of an educational loan/advancement for approved courses pursuant to Article 16 – Tuition Reimbursement of the existing Collective Bargaining Agreement. If I fail to provide written grade notification to the Superintendent within thirty (30) days from the grade being posted or within thirty (30) days of my withdrawal from the course, I shall reimburse the District the amount of payment made on my behalf. Unless other repayment arrangements are made with the Superintendent in writing, any reimbursement owed to the District by me shall be made by payroll deductions in up to six (6) consecutive payments or by the end of the contract year, whichever occurs first. It is also my understanding that should I end my employment with the District for any reason, I remain liable for the above mentioned debt and that any remaining balance is authorized by me to be deducted in full from my remaining paychecks. In the event of any outstanding balances, I shall repay the District within thirty (30) days of my employment severance with the District.

Course Title:

Number of credit hours:

Institution:

Starting date:

Ending date:

Signed:

Date:

Approved by:

Date:

**APPENDIX E - SABBATICAL LEAVE AGREEMENT**

I understand that the purpose of accepting sabbatical leave is to increase my value to Maine School Administrative District #17 (the Oxford Hills School District) through professional improvement. During the period of my sabbatical leave, I will not engage in regular remunerative employment of more than twenty (20) hours per week without the written permission of the Superintendent of Schools.

During the period of sabbatical leave, I will report to the Superintendent of Schools in writing concerning my progress in the activities which I have outlined in my application. These reports will be made approximately October 31, January 31, March 31, and June 30. The final report will include specific information or ideas gained on my leave which may be of interest or value to the District.

I agree to return to service in the District for one school year following the completion of this leave. In the event that I voluntarily leave the employment of the District for any reason except serious illness within one school year, I promise to pay to the District the amount paid by the District for the sabbatical leave.

I understand that the plans as outlined in my request are to be followed unless permission to alter the plan is granted in writing by the Superintendent of Schools.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## APPENDIX F – RIF GRID EXPLANATION

Hypothetical Teacher	Aca. Prep	Rating	Cert.	Rating	# Yrs. Exp.	Rating	Perf. Eval.	Rating	# Yrs. In MSAD 17	Rating	Total Points
Teacher A	BS	4	Conditional	3	15	1	Highly Effective	1	15	1	10
Teacher B	BS +15	3	Provisional	2	3	4	Ineffective	4	3	4	17
Teacher C	MS	2	Professional	1	8	2	Partially Effective	3	7	2	10
Teacher D	MS +15	1	Professional	1	4	3	Effective	2	4	3	10

**Assumptions:**

a) The RIF criteria are equal in value.

b) When there is a tie among teachers in the ratings for a particular criterion, each teacher who is tied receives the same number of points.

c) Teachers are subject to RIF actions based on their total number of points. A teacher with a higher number of points is subject to a RIF action or actions before a teacher with a lower number of points.

## APPENDIX G – STIPEND LIST

District - Certification Steering Committee	*Hourly
District - Curriculum Coordinating Council	*Hourly
District - Elementary Band Director	\$1,986
District - Elementary Orchestra Director	\$1,585
District - Guy E Rowe Leadership Team	*Hourly
District - Harrison Lead Teacher	*Hourly
District - Harrison Leadership Team	*Hourly
District - Health Advisory Team	*Hourly
District - Hebron Station School Leadership Team	*Hourly
District - K-12 Art Department Chair	\$2,760
District - K-12 Gifted/Talented Department Chair	\$2,760
District - K-12 Health/Physical Education Department Chair	\$2,760
District - K-12 LCSW Department Chair	\$2,760
District - K-12 Library Department Chair	\$2,760
District - K-12 Multilingual Learner Coordinator	\$2,760
District - K-12 Music Department Chair	\$2,760
District - K-12 Nurse Department Head	\$4,280
District - K-12 World Languages Department Head	\$2,760
District - K-8 Counselor Department Chair	\$2,760
District - Language Arts SAC Member	*Hourly
District - Math SAC Member	*Hourly
District - Mentor Teachers	\$500
District - Otisfield Leadership Team	*Hourly
District - Outdoor Learning Advisory Team	*Hourly
District - Oxford Leadership Team	*Hourly
District - Paris Leadership Team	*Hourly
District - Prek-6 Art, Music, PE SAC Member	*Hourly
District - School Leader	*Hourly
District - Science SAC Member	*Hourly
District - Social Emotional SAC Member	*Hourly
District - Social Studies SAC Member	*Hourly
District - Specialists Advisory Team	*Hourly
District - Specialists SAC Member	*Hourly

District - Team/School Leader IEO Support	\$1,520
District PE/PG Committee Members	*Hourly
HS - 9-12 Guidance Department Head	\$2,760
HS - 9-12 Language Arts Department Head	\$2,760
HS - 9-12 Math Department Head	\$2,760
HS - 9-12 Science Department Head	\$2,760
HS - 9-12 Social Studies Department Head	\$2,760
HS - 9-12 Special Education Department Head	\$2,760
HS - Afterschool Intervention Program (AIP) Coordinator	\$2,700
HS - Band Director	\$5,302
HS - Cheerleader - Fall - Head Coach	\$2,970
HS - Cheerleader - Fall - JV Coach	\$1,862
HS - Choir Accompanist	\$3,200
HS - Choral Director	\$5,302
HS - Civil Rights Team Advisor <i>(Co Advisors Would Split Stipend)</i>	\$1,564
HS - Cross Country Coach	\$3,261
HS - Drama Club Advisor	\$3,844
HS - Faculty Manager - Fall	\$2,182
HS - Field Hockey Coach - Assistant - JV	\$3,086
HS - Field Hockey Coach - Freshman	\$2,605
HS - Field Hockey Head Coach	\$5,010
HS - Football - Head Coach	\$7,197
HS - Football Assistant Coach - JV	\$4,398
HS - Football Assistant Coach - JV	\$4,398
HS - Football Assistant Coach - JV	\$4,398
HS - Football Coach - Freshman	\$3,698
HS - Football Coach - Freshman	\$3,698
HS - Freshman Class Advisor <i>(Co Advisors Would Split Stipend)</i>	\$1,220
HS - Golf - Head Coach - Co-Ed	\$2,678
HS - Infinite Campus Liaison <i>(Co Advisors Would Split Stipend)</i>	\$1,640
HS - Interact Club Advisor	\$2,019
HS - Junior Class Advisor <i>(Co Advisors Would Split Stipend)</i>	\$1,564
HS - Key Club Advisor	\$2,019
HS - Leadership Team Member	*Hourly
HS - LGBTQ+ Club Advisor <i>(Co Advisors Would Split Stipend)</i>	\$1,564

HS - Math Team Assistant Coach	\$2,999
HS - Math Team Coach	\$4,864
HS - National Honor Society Advisor	\$1,564
HS - Orchestra Director	\$2,970
HS - Senior Class Advisor <i>(Co Advisors Would Split Stipend)</i>	\$2,020
HS - Senior Project Coordinator	\$3,000
HS - Soccer Assistant Coach Boys - JV	\$3,086
HS - Soccer Assistant Coach Girls - JV	\$3,086
HS - Soccer Head Coach - Boys	\$5,010
HS - Soccer Head Coach - Girls	\$5,010
HS - Sophomore Class Advisor <i>(Co Advisors Would Split Stipend)</i>	\$1,220
HS - Student Council Advisor <i>(Co Advisors Would Split Stipend)</i>	\$2,810
HS - Viking Mentor Advisor	\$1,640
HS - Yearbook Advisor	\$2,809
HS - Yearbook Business Advisor	\$2,019
HS & MS String Quartet Director	\$2,000
HS Alpine Skiing - Assistant Coach Co-Ed	\$3,436
HS Alpine Skiing - Head Coach - Co-Ed	\$5,593
HS Baseball - Freshman Coach	\$2,678
HS Baseball - Head Coach	\$5,156
HS Baseball - JV Coach	\$3,174
HS Baseball - Volunteer Coach	Volunteer
HS Baseball - Volunteer Coach	Volunteer
HS Basketball - Boys Assistant Coach JV	\$3,961
HS Basketball - Boys Assistant Coach- Volunteer Coach	Volunteer
HS Basketball - Boys Assistant Coach- Volunteer Coach	Volunteer
HS Basketball - Boys Freshman Coach	\$3,335
HS Basketball - Boys Head Coach	\$6,468
HS Basketball - Girls Assistant Coach JV	\$3,961
HS Basketball - Girls Assistant Coach JV	\$3,961
HS Basketball - Girls Assistant Coach JV - Volunteer Coach	Volunteer
HS Basketball - Girls Freshman Coach	\$3,335
HS Basketball - Girls Head Coach	\$6,468
HS Competitive Cheering - Assistant Coach JV	\$2,386
HS Competitive Cheering - Head Coach	\$6,176

<b>HS Eastman Auditorium Manager</b>	<b>\$3,000</b>
<b>HS Graduation Coordinator</b>	<b>\$3,000</b>
<b>HS Indoor Track - Coach</b>	<b>\$3,115</b>
<b>HS Lacrosse - Boys Assistant Coach - JV</b>	<b>\$2,386</b>
<b>HS Lacrosse - Boys Head Coach</b>	<b>\$3,844</b>
<b>HS Lacrosse - Boys Volunteer Coach</b>	<b>Volunteer</b>
<b>HS Lacrosse - Girls Assistant Coach - JV</b>	<b>\$2,386</b>
<b>HS Lacrosse - Girls Head Coach</b>	<b>\$3,844</b>
<b>HS Lacrosse - Girls Volunteer Coach</b>	<b>Volunteer</b>
<b>HS Nordic Skiing - Assistant Coach</b>	<b>\$3,436</b>
<b>HS Nordic Skiing - Head Coach</b>	<b>\$5,593</b>
<b>HS Scholarship Chairperson</b>	<b>\$3,000</b>
<b>HS Softball - Freshman Coach</b>	<b>\$2,678</b>
<b>HS Softball - Head Coach</b>	<b>\$5,156</b>
<b>HS Softball - JV Coach</b>	<b>\$3,174</b>
<b>HS Softball - Volunteer Coach</b>	<b>Volunteer</b>
<b>HS Tennis - Head Coach - Co-Ed</b>	<b>\$2,386</b>
<b>HS Track - Boys Assistant Coach</b>	<b>\$2,911</b>
<b>HS Track - Boys Head Coach</b>	<b>\$4,719</b>
<b>HS Track - Girls Assistant Coach</b>	<b>\$2,911</b>
<b>HS Track - Girls Head Coach</b>	<b>\$4,719</b>
<b>HS Unified Basketball Assistant</b>	<b>\$1,400</b>
<b>HS Unified Basketball Head</b>	<b>\$1,803</b>
<b>HS Weight Room Coordinator (Co Advisors Would Split Stipend)</b>	<b>\$3,000</b>
<b>HS Winter High School Game Supervisor (Faculty Manager)</b>	<b>\$2,182</b>
<b>HS Wrestling - Assistant Coach</b>	<b>\$3,698</b>
<b>HS Wrestling - Assistant Coach</b>	<b>Volunteer</b>
<b>HS Wrestling - Head Coach</b>	<b>\$6,031</b>
<b>MS Alpine Skiing Assistant Coach</b>	<b>Volunteer</b>
<b>MS Alpine Skiing Co- Head Coach</b>	<b>\$1,549</b>
<b>MS Alpine Skiing Co- Head Coach</b>	<b>\$1,549</b>
<b>MS Art Club Advisor</b>	<b>\$1,564</b>
<b>MS Athletic Assistant Director (Yearlong)</b>	<b>\$5,885</b>
<b>MS Band Director</b>	<b>\$2,751</b>
<b>MS Baseball - A Team Head Coach</b>	<b>\$2,678</b>

<b>MS Baseball - B Team Head Coach</b>	<b>\$2,182</b>
<b>MS Basketball A Team Coach - Boys</b>	<b>\$3,334</b>
<b>MS Basketball A Team Coach - Girls</b>	<b>\$3,334</b>
<b>MS Basketball B Team Coach - Boys</b>	<b>\$2,707</b>
<b>MS Basketball B Team Coach - Girls</b>	<b>\$2,707</b>
<b>MS Cheering Coach - Fall</b>	<b>\$1,586</b>
<b>MS Choral Director</b>	<b>\$2,751</b>
<b>MS Chorus Accompanist</b>	<b>\$1,700</b>
<b>MS Competitive Cheering - Head Coach</b>	<b>\$3,188</b>
<b>MS Cross Country Coach</b>	<b>\$1,731</b>
<b>MS D&amp;D Club Advisor</b>	<b>\$600</b>
<b>MS Department Leader - English Language Arts</b>	<b>\$1,640</b>
<b>MS Department Leader - Math</b>	<b>\$1,640</b>
<b>MS Department Leader - Science</b>	<b>\$1,640</b>
<b>MS Department Leader - Social Studies</b>	<b>\$1,640</b>
<b>MS Department Leader - Special Ed.</b>	<b>\$1,640</b>
<b>MS Department Leader - Unified Arts</b>	<b>\$1,640</b>
<b>MS Field Hockey Coach - A Team</b>	<b>\$2,605</b>
<b>MS Field Hockey Coach - B Team</b>	<b>\$2,605</b>
<b>MS Football Coach - B Team</b>	<b>\$2,999</b>
<b>MS Football Coach - B Team</b>	<b>\$2,999</b>
<b>MS Football Coach - A Team</b>	<b>\$3,698</b>
<b>MS Football Coach - A Team</b>	<b>\$3,698</b>
<b>MS Gamers Guild Advisor</b>	<b>\$600</b>
<b>MS Golf Intramurals</b>	<b>\$766</b>
<b>MS GSTA Advisor</b>	<b>\$600</b>
<b>MS Infinite Campus Liaison</b>	<b>\$1,640</b>
<b>MS Interact Advisor</b>	<b>\$1,440</b>
<b>MS Lacrosse - Boys Head Coach</b>	<b>\$2,532</b>
<b>MS Lacrosse - Girls Head Coach</b>	<b>\$2,532</b>
<b>MS Leadership Team Member</b>	<b>Hourly</b>
<b>MS Math Team Advisor</b>	<b>\$2,532</b>
<b>MS Nordic Skiing Head Coach</b>	<b>\$2,897</b>
<b>MS Orchestra Director</b>	<b>\$2,751</b>
<b>MS Soccer A Team Coach - Boys</b>	<b>\$2,605</b>

<b>MS Soccer A Team Coach - Girls</b>	<b>\$2,605</b>
<b>MS Soccer B Team Coach - Boys</b>	<b>\$2,605</b>
<b>MS Soccer B Team Coach - Girls</b>	<b>\$2,605</b>
<b>MS Softball - A Team Head Coach</b>	<b>\$2,678</b>
<b>MS Softball - B Team Head Coach</b>	<b>\$2,182</b>
<b>MS Student Council Advisor (<i>Co Advisors Would Split Stipend</i>)</b>	<b>\$3,408</b>
<b>MS Team/School Leader - Alagash Grade 7</b>	<b>\$1,640</b>
<b>MS Team/School Leader - Alagash Grade 8</b>	<b>\$1,640</b>
<b>MS Team/School Leader - Baxter Grade 7</b>	<b>\$1,640</b>
<b>MS Team/School Leader - Baxter Grade 8</b>	<b>\$1,640</b>
<b>MS Team/School Leader - MS Guidance</b>	<b>\$1,640</b>
<b>MS Team/School Leader - Sebago Grade 7</b>	<b>\$1,640</b>
<b>MS Team/School Leader - Sebago Grade 8</b>	<b>\$1,640</b>
<b>MS Track - Boys Assistant Coach</b>	<b>\$2,007</b>
<b>MS Track - Boys Head Coach</b>	<b>\$2,459</b>
<b>MS Track - Girls Assistant Coach</b>	<b>\$2,007</b>
<b>MS Track - Girls Head Coach</b>	<b>\$2,459</b>
<b>MS Wrestling - Head Coach</b>	<b>\$3,115</b>
<b>MS Yearbook Advisor</b>	<b>\$2,019</b>

**\* Is per diem based off base teachers salary rate**

**APPENDIX H - DANGEROUS BEHAVIOR PREVENTION AND INTERVENTION  
INCIDENT REPORT**

Dangerous Student Behavior refers to actions or conduct of a student that present a risk of injury or harm to a student or others. Such behavior requires immediate attention and intervention to ensure the safety and well-being of all individuals involved.

If you believe you have been subjected to or observed dangerous student behavior this form should be submitted to your building administrator as soon as practicable.

Name of person filling out form: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of staff member directly involved, if different from the person filling out the form:

\_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Today's date: \_\_\_\_\_ Date/time of incident: \_\_\_\_\_

Name of the student(s) involved: \_\_\_\_\_

Was anyone injured? (please circle if relevant) Yes or No If so, who?

\_\_\_\_\_  
Please briefly describe the dangerous behavior. Where did it occur? What occurred? Were there injuries and to whom? What was the extent of the injuries? Who was present at the time of the incident? Was there property damage?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What interventions, if any, were implemented successfully and/or unsuccessfully at the time of the incident?

\_\_\_\_\_  
\_\_\_\_\_

Have prior Dangerous Behavior Incident Reports concerning this employee and student been filed with administration? Yes or No or Unsure

Signature of reporter: \_\_\_\_\_

Date submitted: \_\_\_\_\_

Received by: (Administrator) \_\_\_\_\_

Date received: \_\_\_\_\_

Received By: (Assigned Public School Employee) \_\_\_\_\_

Date received: \_\_\_\_\_

## APPENDIX I – MISSED LUNCH FORM

Name \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

1). What time was your lunch supposed to happen? \_\_\_\_\_

2). Were you unable to reschedule your lunch? YES \_\_\_\_\_ NO \_\_\_\_\_

3). Did you notify your immediate supervisor/administrator? YES \_\_\_\_\_ NO \_\_\_\_\_

4). What time did you notify your supervisor? \_\_\_\_\_

5). Please describe the situation that caused you to miss your lunch: \_\_\_\_\_

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Please submit this form to your building secretary. A copy of this form must be submitted to Central Office and to an OHEA officer within 5 school days of the missed lunch.

