AGREEMENT BETWEEN THE

M.S.A.D. #17 BOARD OF DIRECTORS

AND

OXFORD HILLS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

July 1, 2026 - June 30, 2029

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PREAMBLE

Agreement entered into this 10th of September, 2026, by and between the Oxford Hills Educational Support Personnel Association (hereinafter called the "Association") and the Board of Directors (hereinafter called the "Board"), of School Administrative District No. 17 (hereinafter called the "District"), comprising the towns of Harrison, Hebron, Norway, Otisfield, Oxford, Paris, Waterford, and West Paris, Maine.

WITNESSETH

WHEREAS, the Board and the Association have a statutory obligation, pursuant to the Municipal Public Employees Labor Relations Law, to confer and negotiate in good faith with respect to wages, hours and working conditions, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the 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, as defined under 26 M. R. S. A. 962 (6) for all full time and regular part time employees working ten (10) or more hours a week within the District, including Ed Tech I, office assistant/dispatcher/driver, route manager/dispatcher/bus driver, bus drivers, van drivers, custodians, mechanics, lead mechanic, maintenance specialists, maintenance personnel, and all food service personnel (excluding the Food Service Director, Assistant to the Food Service Director, and all temporary, seasonal, or on-call staff including substitutes).

ARTICLE 2 - 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 limited or modified by the express provisions of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

1. Upon prior approval by the building principal, the Association may be permitted to transact official Association business on school property when school is not in session, the building is not being used for other purposes and where it does not interfere with assigned duties of the employees, subject to Board policy governing use of facilities.
2. The Association may post notices of activities and matters of Association concern on bulletin boards designated by the appropriate administrator away from areas open to the public or students.
3. The Association shall be notified of and have the right to meet with newly hired employees without loss of pay for a minimum of 30 minutes at any orientation or if no orientation is held, at a mutually agreed upon time within 10 days of hire, per Maine statute.
4. The Board agrees to notify the Association verbally within one (1) week. and in writing within a reasonable period of time, of the name, address, job classification, and date of employment or termination thereof of all employees covered by this Agreement, if such information is not included in the Board agenda and/or minutes.
5. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact finding, or arbitration, he or she shall suffer no loss of pay.
6. The Association shall be permitted to post notices on the bulletin boards serving the employees in each work location.
7. It is agreed that the Superintendent and the Association President and/or Vice President or other executive board member will meet monthly to discuss matters of mutual concern in an effort to maintain positive communications between both parties.

ARTICLE 4 - ASSOCIATION DUES

A. The Board shall deduct Association dues from the pay of the Association employees during the school year upon receipt of signed authorization from members of the Association on forms satisfactory to the Board.

B. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union(s), savings bonds, charitable donations, insurance, or any other plans or programs approved by both the Association and Board.

C. Deductions shall carry over from year to year unless stopped by written request of the employee.

D. The Association agrees fully to indemnify and hold the district harmless from any claim or suit of any nature arising out of, or in connection with, any deduction pursuant to this provision.

ARTICLE 5 - GRIEVANCE PROCEDURE

Definitions

Grievance - A grievance is a dispute over the interpretation or application of the terms of the Agreement.

Grievant - A grievant may be either an individual employee or a group or class of employees or the Association, provided that it identifies the affected employee/s.

Days - Days shall mean school days except during summer recess when days shall mean Monday through Friday except for legal holidays.

Informal Procedure

The employee with a grievance must discuss the matter with his/her immediate supervisor either directly or through his/her Association's representative with the objective of resolving the matter informally within fifteen (15) days of the date of the occurrence.

Formal Procedure

Step One - Immediate Supervisor

If the grievant is not satisfied with the disposition of the grievance at the informal stage, the grievance may be presented in writing to the Supervisor within ten (10) days of the outcome of the informal procedure. The Supervisor shall meet with the

grievant within five (5) days of 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 receipt of such decisions. 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 – Grievance Mediation

The Board and the Association or their designees will attempt to mutually agree to a mediator. If the parties cannot agree upon a Grievance Mediator within ten (10) calendar days from when notice to mediate is filed, the Association may request that the Executive Director of the Labor Relations Board appoint a Grievance Mediator from the panel of mediators. The parties will share the expense of grievance mediation equally.

The parties may mutually agree to ask for a recommendation from the Grievance Mediator, said recommendation shall be confidential. If the parties fail to agree or to accept the recommendation by the Grievance Mediator, either party may, within ten (10) days after the receipt of the recommendation, or the last mediation session, appeal the grievance with notice to the other party to Step Five- Arbitration.

Step Five - Arbitration

If the grievance has not been resolved at Step Four to the satisfaction of the Association, the Association may, by giving written notice to the Board per Step Four, 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, within ten (10) days, the Association 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, subject to review as provided by Maine statute.

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. The arbitrator's authority shall be limited to the application of the express terms of this Agreement, and he or she shall have no power to add to, subtract from or modify the terms of this Agreement.

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

Miscellaneous

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 Supervisor has no authority, may be initiated at step two.

No written document or record relating to any grievance shall be filed in the personnel folder of any employee.

The time limits set forth herein may be extended in writing by mutual agreement of the parties.

All grievances filed shall include the nature of the grievance, the article(s) of the Agreement that are applicable, the date, time, and place of occurrence, the current date, the supervisor responsible for the infraction, all to the extent known at the time of filing. The name of the grievant, the name of the representative of the group or class, and the remedy sought shall also be included.

At no point prior to an official hearing or meeting of the Board at which time the grievance is being resolved, shall the employee concerned, or other employees, 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.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Each appeal must be responsive to the answer from the step being appealed.

No employee shall suffer retaliation or discrimination for exercising his or her rights under this article.

ARTICLE 6 - PROBATIONARY PERIOD

1. All new employees shall be on probationary status for their first Twelve (12) months of employment. During this period, employees must exhibit their fitness for their position to the satisfaction of the superintendent or his/her designee before becoming non-probationary employees.

2. All employees who apply for and are hired to serve in a different position within this Agreement shall be placed on probationary status for their first six (6) months of employment in the new position. During this period, employees must exhibit their fitness for their new position to the satisfaction of the superintendent or his/her designee before changing to non-probationary status. If the new position is deemed inappropriate for the employee, he/she will be returned to a position equal to the one held before the change in status with no probation.

ARTICLE 7 - JOB DESCRIPTION AND RECLASSIFICATION

The District shall make available to all employees copies of their job descriptions upon initial hire and thereafter upon request. The Association shall be provided with a copy of all current job descriptions of employees in the Bargaining Unit, and whenever jobs are created or modified. All job descriptions will be posted on the District's website by January 1, 2027.

When an employee is assigned by their supervisor to work in a higher job classification than their current classification they shall be paid a flat dollar amount of $30 per day.

When an employee moves from one job classification to another with the bargaining unit they will be awarded service credit from District and will placed on the same step in the new job classification.

ARTICLE 8 - MEDICAL EXAMINATIONS

If employees are required by the Board to have x-rays and physical examinations other than by the school physician, the Board shall pay the cost of such services that are not covered by health insurance.

ARTICLE 9 - EMPLOYEE RIGHTS

1. No employee shall be subjected to discipline, including written reprimand, suspension, demotion, or discharge, without just cause. The Association shall be given prompt notice of any such discipline. (See Standards Appendix B).

2. The provisions of this article shall not apply to probationary employees.

3. The Superintendent will convene a School Safety Committee, comprised of administrators, teachers from every school selected by OHEA, and support personnel employees selected by OHESPA. This committee will meet as needed to identify needs, formulate plans, and evaluate the progress of steps taken to improve school safety. Critical responsibilities of the committee will be to recommend ways to improve safety

and to develop training programs to address safety concerns. The School Safety Committee will address safety concerns brought before it by District employees.

4. When practical one month's notice will be provided to Ed Tech I staff members in the event of an involuntary transfer.

5. No period of temporary full-time employment shall exceed three (3) months except in cases where the temporary employee is substituting for a regular employee who is absent due to illness, injury, or other approved leave.

ARTICLE 10 - SENIORITY

1. Employment begins on the first day of reporting for work for the purposes of seniority.
2. In the event a layoff becomes necessary, employees shall be laid off in the inverse order of their seniority by job classification; unless the needs of the District, as determined by the Superintendent, require other factors to be considered in the reduction in force.
3. Employees who are laid off shall have the right to be recalled in reverse order of layoff for two (2) years following the date of layoff.
4. Seniority shall mean an employee's length of continuous regular service since the date of his/her employment. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year. An employee shall have no seniority for the initial twelve (12) months of employment, but upon completion of this period, shall have seniority retroactive to the commencement of this period.
5. Seniority (length of service) shall be calculated from the first day of work.
6. Employees hired before January 1 shall be credited with a year's service the following July 1.
7. The Board shall establish a seniority list by department and job classification, with the employee with the greatest seniority listed first. The list shall be brought up to date annually and a copy shall be sent to the President of the Association by October 1st of each year. The President will post the list in designated areas.
8. Any objections to the seniority list must be reported to the Board and the Association within thirty (30) days from the date posted or it shall stand as accepted.

ARTICLE 11 - EVALUATION

1. All monitoring of the work or performance of an educational support employee shall be conducted openly and with the knowledge of the employee.

2. An employee shall be given a copy of any written evaluation reports. No such report shall be submitted to the Central Office, placed in an employee's file or otherwise acted

upon until the evaluator has had a conference with the employee. An employee must sign the completed written evaluation report after the conference with the evaluator.

3. At the beginning of each school year the administration shall review the evaluation procedure with the educational support employees. All employees shall be given a copy of the form to be used in the evaluation process upon request.

ARTICLE 12 - PERSONNEL FILES

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

2. No material pertaining to an employees' conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material. The employee shall acknowledge that he/she has 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 employee may submit a written answer to such material and his/her answer shall be initialed by the Superintendent or his/her designee. All written responses to such material must be submitted to the Superintendent within fifteen (15) days from the receipt of the copy to be placed in the file. After a period of five (5) years, the employee can request obsolete and inappropriate material be removed. The decision of the Superintendent shall be final.

ARTICLE 13 - VACANCIES

Seniority will be given consideration in filling any new or vacated position, however, it will not be the only or the most important criteria. Among the criteria to be considered will be qualifications, experience, work performance and record.

The Board will notify employees of newly created or vacated positions occurring within the unit. Notice shall be by posting within District buildings on designated bulletin boards and on the District website. Job postings shall include hours per day, numbers of days worked, and a brief job summary. Employees shall be allowed no less than one week to apply for such vacancies from the date of the posting.

ARTICLE 14-RESIGNATIONS

Employees may have the right to resign upon submitting two (2) weeks' written notice, unless such time is waived by the Superintendent.

ARTICLE 15-LEAVES OF ABSENCE WITH PAY

1.Vacations

Fifty-two (52) week employees:

After 3 months of service	5 days
After 6 months of service	10 days
After 3 years of service	15 days
After 5 years of service	20 days
After 10 years of service	25 days

a. Vacation days may be requested by employees two weeks in advance through their supervisor. Final vacation dates will be approved in advance by the supervisor. Every reasonable effort shall be made to grant the employee's vacation request. In the event that the District is unable to find coverage when multiple employees have requested vacation leave, the employee with greater seniority will be given preference of vacation dates.

b. Once vacation days have been approved, no employee may assert his/her seniority rights and bump another employee from an approved vacation.

c. Vacations will be taken during a single contract year, and vacation pay will be equal to a normal rate of pay for the normal work week, not to exceed eight (8) hours per day or forty (40) hours per week of the employee.

d. Vacation for less than 52-week employees is not an allocated period of time off but is a cash benefit equal to the earned (accrued) vacation time. Less than 52-week employees will earn vacation on an accrual basis from the date of hire. Earned vacation time will be withheld and paid in a lump sum payment at the end of the school year unless requested in writing by September 15. In such cases where it has been requested in writing, the earned vacation time will be paid in the regular biweekly paycheck as it is earned. With 30 days written notice the superintendent may approve an earlier disbursement of accrued time.

e. All employees in the bargaining unit shall have the opportunity to use accrued vacation time in the event of a school closing due to inclement weather or other emergency. Requests for such use shall be made within the pay period of the school closure.

f. All employees in the bargaining unit shall have the opportunity to use accrued vacation time during December, February or April school breaks. Request for such use shall be made at least one week in advance of the break.

Thirty-eight week employees:

The first year of service	5 days
After 3 years of service	10 days
After 5 years of service	15 days
After 10 years of service	20 days

Take vacation during school vacation weeks.

2. Holidays

a. All fifty-two (52) week employees shall have the following paid holidays:

Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
*Christmas Day
*New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth
*Independence Day

b. All thirty-eight (38) week employees shall have the following holidays:

Labor Day
Indigenous People's Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
*Christmas Day
*New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Juneteenth- only paid when it falls within their work year

c. When thirty-eight (38) week employees are requested to work an entire week of a school vacation, any holiday that falls during that week will be paid to such employees.

	FY27	FY28	FY29
July 4th	7/2/2026	7/2/2027	7/3/2028
July 4th 2nd Day	7/3/2026	7/5/2027	7/4/2028
Labor Day	9/7/2026	9/6/2027	9/4/2028
Indigenous Peoples Day	10/12/2026	10/11/2027	10/9/2028
Veteran's Day	11/11/2026	11/11/2027	11/10/2028
Thanksgiving	11/26/2026	11/25/2027	11/23/2028
Day after Thanksgiving	11/27/2026	11/26/2027	11/24/2028
Christmas Holiday 1	12/24/2026	12/23/2027	12/25/2028
Christmas Holiday 2	12/25/2026	12/24/2027	12/26/2028
New Years Day	1/1/2026	12/31/2027	1/1/2029
New Years Day 2	no 2nd day	no 2nd day	no 2nd day
MLK Day	1/18/2027	1/17/2028	1/15/2029
President's Day	2/15/2027	2/21/2028	2/19/2029
Patriot's Day	4/19/2027	4/17/2028	4/16/2002
Memorial Day	5/31/2027	5/29/2028	5/29/2029
Juneteenth	6/18/2027	6/19/2028	6/19/2029

3. Sick Leave

a. During the first year of employment, each employee will accrue one day of sick leave for each week worked up to the cap of 12 or 15 days. After one year of employment, full-time fifty-two (52) week employees shall have fifteen (15) days available for sick leave and thirty-eight (38) week employees shall have twelve (12) days available for sick leave per year, cumulative to 120 days. An employee beginning work after July 1 or leaving work before June 30, shall have the sick leave pro-rated as to time worked. Ed Tech 1s will not be subject to the accrual of sick time instead, they will be granted sick days in accordance with Title 20-A, MRS §13601.

b. Sick leave pay will be equal to the normal rate of pay for the normal work day of the employee, not to exceed eight (8) hours per day.

c. Employees must call their appropriate administrator or supervisor at least one (1) hour prior to the start of the work shift and report they are sick in order to receive sick pay for the day. Sick days may be used for doctor or dentist appointments.

d. The Superintendent/designee reserves the right to require medical authentication of any sick leave claimed if absence is greater than three (3) consecutive days, including the right to suspend the sick leave until such

authentication is received. The District shall pay for any medical examination that it requires under this article.

e. Employees deemed eligible for paid leave under Workers Compensation benefits are not entitled to similar district provided paid leave for the period of time. The District may require any workers compensation eligible employee using district sick leave to apply for and participate in Workers Compensation insurance programs.

f. A sick leave pool shall be established for the benefit of personnel who qualify for FMLA (for their own serious health condition).

i. One day of each support staff annual sick leave entitlement shall be automatically donated to the sick leave pool unless the support staff declines participation by written notification to the Superintendent by September 15th. Each eligible contributing support staff shall be a member of the pool and eligible to withdraw days as provided in this section.

ii. Enrollment in the pool shall be voluntary.

iii. Additions to the pool must be made by October 15 of each school year. If the 15th is on a Saturday, it shall be the Monday after the 15th.

iv. No member shall be granted sick leave pool days until his/her own sick leave is down to five (5) days but may not use pool days until his/her own sick days are exhausted.

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

vi. At the close of the school year in June, all unused sick leave days will remain in the pool until the following September, at which time they will be added to the new pool for the ensuing year, but such accumulation shall at no time exceed 180 days.

vii. Would be recipients of the sick pool shall submit a doctor's statement in evidence of extended illness or disability on the District's medical certification form.

viii. Employees who qualify for FMLA, as determined by the Superintendent's office, shall receive up to thirty (30) days per year. Recipients may not apply or receive more than thirty (30) days per year.

4. Bereavement Leave

Up to five (5) working days, within 30 days from the first bereavement day used 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,

step-child, parent, step-parent, sibling, step-sibling, parent- in-law, sibling-in-law, son-in-law, or daughter-in-law, and up to three (3) working days within 30 days from the first bereavement day to attend the funeral of a 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.

5. Personal Leave

a. Staff will have three (3) days leave of absence for personal reasons. Staff may request two additional personal days through their supervisor. Notification to the staff's immediate supervisor for this leave shall be made at least thirty (30) days before taking such leave except in cases of emergency. The 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 supervisor, the staff member may appeal the decision to the superintendent or their designee. Personal leave may not be used to extend a holiday or vacation, or to extend any other leave provision of this contract except for bereavement leave.

b. Where the request for personal leave arises as the result of an emergency, the employee shall give notice as soon as practicable.

c. An Employee's request for time off for personal leave will be granted upon approval of the appropriate administrator or supervisor where the need for the absence is beyond the control of the individual and cannot readily be scheduled after or before the work day. Personal leave may not be used to extend a holiday, vacation or other leave provision of this contract except for above. The Superintendent may request such information as he/she deems necessary to determine if the leave request may be properly granted under the terms of this contract.

6. Jury Duty

Employees shall be paid the difference between any jury duty compensation received and their regular wages for each day of jury duty service. The employee is required to present an official statement of jury pay received to the Superintendent. Any reimbursement for expenses shall remain the property of the employee.

7. Parenting Leave

A leave of absence shall be granted to an employee who fulfills eligibility criteria under federal or state Family Medical Leave laws and Board policy 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.

a. 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.

b. 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 FLMA allowable provisions.

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

d. 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.

e. 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-UNPAID LEAVE OF ABSENCE

Employees may request special leave of absence without pay for personal, family problems, maternity sick leave, or emergency situations if they have exhausted all other leave options. Each leave of absence without pay must be approved by the Superintendent. Employees are responsible for paying for their insurance during any unpaid leave.

ARTICLE 17 - INSURANCE

1. Health Insurance

a. The Board agrees to furnish health insurance from the MEA Benefits Trust (Anthem Blue Cross/Blue Shield) to all employees employed to work fifteen (15) or more hours per week if hired before June 21, 1993 or twenty-five (25) or more hours per week if hired after June 21, 1993. To that health insurance plan the Board will contribute 80% of the premiums for MEA Health Benefits Trust Choice Plus toward the MEA Health Benefits Trust Choice-Plus, Choice Plus Value, Standard Core, Standard

Basic, or Standard Plan (not to exceed the cost of any plan selected). The Board will contribute 100% of the cost of a single premium or 80% dependent care coverage as described above to employees employed by the district on or before May 1, 1991. 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.RS. code. This language will sunset when the last employee who fits the criteria no longer works for the district.

b. If both spouses are benefit eligible as described above and employees of M.S.A.D. No. 17, the District shall pay 100% of Choice Plus plan (Two Adults), or 100% of the Choice Plus Family 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-Adults plan the district may elect that option.

c. If an employee has a spouse enrolled in a plan not provided by M.S.A.D. No. 17, the Board shall not provide insurance coverage for that employee's spouse. Each new enrollee in M.S.A.D. No. 17 insurance plan shall sign a certificate that he/she is not covered by another plan and will terminate enrollment in the M.S.A.D. No. 17 plan if he/she becomes covered by a plan not provided by M.S.A.D. No. 17. The Board may recover any amount accepted in violation of this provision in a civil action.

2. Cash-in-Lieu Option

If an employee elects not to participate in the Board's insurance program for the entire school year due to the fact they have coverage elsewhere, and provides proof of insurance coverage from another employer's ACA-compliant plan or proof of health insurance coverage through Medicaid/ Mainecare, but not Medicare (based on the opinion from the office of Mainecare services dated 8/31/2021 that such payments do not violate section 1902 (a) (25) of the Social Security Act), the employee shall be paid four thousand dollars ($4000.00), less applicable withholding. Payment under this section shall be taxable income and made to the employee no later than June 30th of each year.

3. Dental Insurance

a. The Board agrees to furnish, at its own expense, to all employees employed to work twenty-five (25) or more hours per week, a dental insurance plan comparable to the Maine School Management Association Dental Trust Fund for all eligible employees. The Board will pay $30.00 a month.

b. Any employee enrolled in an insurance plan pursuant to this Article whose scheduled hours drops below twenty-five (25) per week through no fault of his/her own, shall be eligible to maintain his/her insurance benefit.

ARTICLE 18 - FAMILY MEDICAL LEAVE

The Family Medical Leave Act (FMLA) entitles eligible employees to take a job-protected unpaid leave for specified family and medical reasons. If you believe you are in need of this leave, please contact the central office to schedule an appointment.

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.

ARTICLE 19 - MEAL ALLOWANCE

When bus drivers are on out-of-district trips for the Board, if the sponsoring organization is unable to provide meals, the District, upon submission of receipts, will reimburse meals purchased while on the trip at the following rate: $20.00 for every four hours, up to a maximum of 12 hours.

ARTICLE 20 - UNIFORMS

1. A foul weather suit will be made available at each school site in the District for use by the custodians.
2. Maintenance Personnel, Maintenance Specialists, Mechanics, Custodians, and Food Service employees shall be compensated $250 annually for shoes and job-specific clothing, to be paid in the first pay period in January.
3. Aprons and hairnets shall be provided to all food service personnel and a foul weather suit shall be provided to the food service driver.

ARTICLE 21 - TOOL ALLOWANCE

Mechanics will be paid a tool allowance of $25.00 per week.

ARTICLE 22 - HOURS OF WORK

1. Employees will be given one (1) fifteen (15) minute break period in each four (4) hours worked.

2. Custodians on night shift work will be entitled to take one-half (1/2) hour during their regular eight (8) hour shift on site each day as eating time.

3. Weather related delays or a weather-related dismissal from school, or a weather-related school cancellation, as determined by the Superintendent or his/her designee, shall be considered as time worked that day, and the Ed Tech I shall be paid for a full day's work.

4. Employees dismissed from their duties due to extraordinary circumstances (as determined by the Superintendent or his/her designee) resulting in the closure of school(s) shall receive their regular pay for that day.

5. Any phone application download by employees on their personal handheld device for the purpose of tracking/logging hours shall be used exclusively for reporting hours worked.

6. The Transportation and Facilities Directors will establish a transparent and equitable way to assign extra bus trips, and overtime custodial coverage, for those who opt into the rotation process.

7. 38-week employees will ordinarily work the number of student days plus up to two days.

ARTICLE 23 - HOURLY RATES

1. The hourly rates of pay as specified in Appendix A shall become effective on the date specified in Article 26 of this Agreement.

2. Employees may request to be reclassified and recommended to a higher pay grade category.

3. The provisions of this Article are contingent on approval of the District Budget as presented by the Board of Directors.

4. The steps listed in Appendix A represent the hourly rate paid through the years of service indicated on the scale. New hires may receive credit for prior work experience in a related field and be placed at the equivalent wage step at the discretion of the Superintendent. Seniority, for the purposes of RIF order, vacation and other benefits, is still to be determined by continuous years of service in MSAD 17 and will not be affected by a new employee being placed at a higher step.

5. The first year of employment is probationary.

6. The steps listed in Appendix A represent the years of continuous service in the District, and the hourly rate is paid through the years of service indicated on the scale.

ARTICLE 24 - SUPPLEMENTARY WAGE PROVISIONS

1. Overtime shall be paid for approved hours actually worked in excess of 40 hours work per week. Weekend hours will be paid at one and one-half (1.5) times the employee's hourly wage.
2. On out-of-district trips, the rate of pay for bus drivers will be on the regular hourly rate.
3. Bus drivers employed on a thirty-eight (38) week basis shall be paid the equivalent of a day's pay if they make one run on storm days. If the drivers are notified there is no school less than thirty (30) minutes before their scheduled run, they will receive two (2) hours reporting pay. Food service employees who are notified there is no school less than thirty (30) minutes before their required reporting time will receive a minimum of two (2) hours' reporting pay.
4. Bus drivers and food service employees shall be paid their normally scheduled hours on any day designated by the Superintendent as a remote or distance learning day. This provision shall apply for up to five (5) remote or distance learning days per school year. Employees who are not regularly scheduled to work on such a day shall not be entitled to pay under this provision. Van drivers who transport students to out-of-district placements on a remote or distance learning day shall not be entitled to additional pay under this provision. Notification procedures for remote days shall follow the same protocols established for weather-related cancellations.
5. Employees who are required by their supervisors to attend meetings or conferences during working hours shall receive pay, equal to their normal rate of pay, for the hours or days during which the meetings occur.
6. Any employee who is terminated due to reduction in force or who resigns in good standing after three (3) years of employment due to circumstances beyond his/her control, shall be entitled to one (1) week's severance pay, commencing with the effective date of severance from employment.
7. Any employee who retires after ten (10) years of employment or is terminated due to reduction of force, shall be entitled to one-half (1/2) accumulated sick leave pay, not to exceed thirty (30) days, commencing with the effective date of severance of employment.
8. A twenty-five cent ($.25) shift differential shall be paid to any custodian, maintenance specialist or maintenance personnel whose work day begins at or after 3:00 p.m.
9. Regular full or part time employees who work less than fifty-two (52) weeks, upon the request of the employee, shall have their paychecks pro-rated over 26 pay periods
10. There will be a $1.00 per hour differential for Ed Tech Is who are required by the Special Education Director to be Safety Care Trained.
11. An Ed Tech I who must be authorized shall be reimbursed for courses taken toward their State authorization. The Ed Tech I must receive prior approval as specified under Board Policy GCI using form GCI-E and present evidence that they have

completed the course, earned a grade of B or better and have paid for the course as specified in GCI-E to be reimbursed.

12. Educational Loan Advance Program:

a. The District will make available an educational loan/advancement program for Ed Tech I employees that will provide advance tuition for approved courses, provided a third-party billing for the educational loan/advancement is available.

b. 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.

c. Receipt of such educational loan/advancement must have prior written approval of the Superintendent.

d. If an employee fails to provide written grade notification to the Superintendent within thirty (30) days from the grade being posted or the employee withdrawing from the course, the employee will reimburse the District the amount of the 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 calendar year whichever occurs first.

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

12. Employees who are required to cover additional areas due to short-staffing, vacancy, or absence shall be compensated with an additional $15.00 per day differential.

13. Employees who are called to report for an unexpected duty shall receive a minimum of two (2) hours reporting pay.

14. Drivers who report for a duty, but the assignment is cancelled after they report will receive a minimum of two (2) hours reporting pay.

ARTICLE 25 - SEVERABILITY

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

provision(s) found invalid shall commence within thirty (30) days of a request by either party.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2026** and shall continue in effect until **June 30, 2029**, subject to the Association's right to negotiate a successor agreement as provided by law. In the event that collective bargaining pursuant to Title 26 MRSA shall not have been successfully completed prior to the expiration date herein provided, employee wages and benefits will remain "static" until a successor agreement has been negotiated.

The Board agrees to make the wages and benefits afforded in this contract retroactive to July 1, 2026.

In witness whereof, the parties hereto have caused this Agreement to be signed by Their respective Presidents and/or Chairmen, attested to by their respective members, all on the date and year noted below.

This document constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining; negotiations for changes or additions shall be by mutual consent only.

The Parties agree that the Board may subcontract bargaining unit work on a temporary basis for staffing shortages; services not available within the expertise or certification/license of bargaining unit employees; for services mandated by a student IEP or state or federal law, or for vacancies the Board is unable to fill with qualified candidates. The Board agrees that subcontracting bargaining unit work shall not cause the discharge or layoff of any member of the bargaining unit and it will provide notice to the Association before entering into a contract with an outside company or individual contractor. The Board will make a good faith effort to fill all vacant positions and continue to post said vacancies.

The attached signatures certify to majority ratification by both parties.

Troy Ripley, MSAD#17 Board Chair — Date: 9/11/2026

Veronica Poland, MSAD#17 Board — Date: 9/5/26

Kevin Farnum, OEASP — Date: 9-11-26

APPENDIX A

	Ed Tech I	FS ASST	FS MGR	Maint	Maint Spe	Cust	MEchanic	Van Drv	Bus Drv	café Drv	Lead Mech
	FY 26-27	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**	**FY 26-27**
0	$ 19.12	$ 18.40	$ 20.25	$ 21.80	$ 26.90	$ 20.87	$ 22.02	$ 18.80	$ 25.00	$ 18.73	$ 22.91
1	$ 19.41	$ 18.68	$ 20.55	$ 22.08	$ 27.20	$ 21.14	$ 22.31	$ 18.80	$ 25.15	$ 19.01	$ 23.21
2	$ 19.70	$ 18.96	$ 20.86	$ 22.37	$ 27.50	$ 21.42	$ 22.60	$ 19.06	$ 25.30	$ 19.30	$ 23.51
3	$ 19.99	$ 19.24	$ 21.17	$ 22.66	$ 27.80	$ 21.69	$ 22.89	$ 19.33	$ 25.45	$ 19.59	$ 23.82
4	$ 20.29	$ 19.53	$ 21.49	$ 22.96	$ 28.10	$ 21.98	$ 23.19	$ 19.60	$ 25.61	$ 19.88	$ 24.12
5	$ 20.60	$ 19.82	$ 21.82	$ 23.25	$ 28.41	$ 22.26	$ 23.49	$ 19.88	$ 25.76	$ 20.18	$ 24.44
6	$ 20.91	$ 20.12	$ 22.14	$ 23.56	$ 28.72	$ 22.55	$ 23.79	$ 20.15	$ 25.91	$ 20.48	$ 24.76
7	$ 21.22	$ 20.42	$ 22.47	$ 23.86	$ 29.04	$ 22.84	$ 24.10	$ 20.44	$ 26.07	$ 20.79	$ 25.08
8	$ 21.54	$ 20.73	$ 22.81	$ 24.17	$ 29.36	$ 23.14	$ 24.42	$ 20.72	$ 26.23	$ 21.10	$ 25.40
9	$ 21.86	$ 21.04	$ 23.15	$ 24.49	$ 29.68	$ 23.44	$ 24.73	$ 21.01	$ 26.38	$ 21.42	$ 25.73
10	$ 22.19	$ 21.35	$ 23.50	$ 24.81	$ 30.01	$ 23.75	$ 25.06	$ 21.31	$ 26.54	$ 21.74	$ 26.07
11	$ 22.52	$ 21.67	$ 23.85	$ 25.13	$ 30.34	$ 24.06	$ 25.38	$ 21.60	$ 26.70	$ 22.06	$ 26.41
12	$ 22.86	$ 22.00	$ 24.21	$ 25.45	$ 30.67	$ 24.37	$ 25.71	$ 21.91	$ 26.86	$ 22.39	$ 26.75
13	$ 23.20	$ 22.33	$ 24.57	$ 25.79	$ 31.01	$ 24.69	$ 26.05	$ 22.21	$ 27.02	$ 22.73	$ 27.10
14	$ 23.55	$ 22.66	$ 24.94	$ 26.12	$ 31.35	$ 25.01	$ 26.38	$ 22.52	$ 27.18	$ 23.07	$ 27.45

	Ed Tech I	FS ASST	FS MGR	Maint	Maint Spe	Cust	MEchanic	Van Drv	Bus Drv	café Drv	Lead Mech
	FY 27-28	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**	**FY 27-28**
0	$ 19.60	$ 18.86	$ 20.71	$ 22.35	$ 27.51	$ 21.43	$ 22.58	$ 19.27	$ 25.56	$ 19.15	$ 23.48
1	$ 19.89	$ 19.16	$ 21.07	$ 22.64	$ 27.81	$ 21.71	$ 22.88	$ 19.56	$ 25.72	$ 19.44	$ 23.81
2	$ 20.19	$ 19.47	$ 21.44	$ 22.93	$ 28.11	$ 21.99	$ 23.17	$ 19.85	$ 25.87	$ 19.73	$ 24.14
3	$ 20.49	$ 19.78	$ 21.81	$ 23.23	$ 28.42	$ 22.28	$ 23.47	$ 20.15	$ 26.03	$ 20.02	$ 24.48
4	$ 20.80	$ 20.10	$ 22.19	$ 23.53	$ 28.74	$ 22.57	$ 23.78	$ 20.45	$ 26.18	$ 20.33	$ 24.82
5	$ 21.11	$ 20.42	$ 22.58	$ 23.84	$ 29.05	$ 22.86	$ 24.09	$ 20.76	$ 26.34	$ 20.63	$ 25.17
6	$ 21.43	$ 20.74	$ 22.98	$ 24.15	$ 29.37	$ 23.16	$ 24.40	$ 21.07	$ 26.50	$ 20.94	$ 25.52
7	$ 21.75	$ 21.08	$ 23.38	$ 24.46	$ 29.69	$ 23.46	$ 24.72	$ 21.39	$ 26.66	$ 21.25	$ 25.88
8	$ 22.08	$ 21.41	$ 23.79	$ 24.78	$ 30.02	$ 23.76	$ 25.04	$ 21.71	$ 26.82	$ 21.57	$ 26.24
9	$ 22.41	$ 21.76	$ 24.20	$ 25.10	$ 30.35	$ 24.07	$ 25.37	$ 22.03	$ 26.98	$ 21.90	$ 26.61
10	$ 22.74	$ 22.10	$ 24.63	$ 25.43	$ 30.69	$ 24.38	$ 25.69	$ 22.36	$ 27.14	$ 22.22	$ 26.98
11	$ 23.09	$ 22.46	$ 25.06	$ 25.76	$ 31.02	$ 24.70	$ 26.03	$ 22.70	$ 27.30	$ 22.56	$ 27.36
12	$ 23.43	$ 22.82	$ 25.50	$ 26.09	$ 31.36	$ 25.02	$ 26.37	$ 23.04	$ 27.46	$ 22.90	$ 27.74
13	$ 23.78	$ 23.18	$ 25.94	$ 26.43	$ 31.71	$ 25.35	$ 26.71	$ 23.39	$ 27.63	$ 23.24	$ 28.13
14	$ 24.14	$ 23.55	$ 26.33	$ 26.77	$ 32.06	$ 25.68	$ 27.06	$ 23.74	$ 27.80	$ 23.59	$ 28.53

	Ed Tech I	FS ASST	FS MGR	Maint	Maint Spe	Cust	MEchanic	Van Drv	Bus Drv	café Drv	Lead Mech
	FY 28-29	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**	**FY 28-29**
0	$ 20.14	$ 19.38	$ 21.22	$ 22.96	$ 28.19	$ 22.02	$ 23.20	$ 19.80	$ 26.20	$ 19.63	$ 24.13
1	$ 20.44	$ 19.71	$ 21.59	$ 23.26	$ 28.50	$ 22.31	$ 23.50	$ 20.10	$ 26.36	$ 19.92	$ 24.48
2	$ 20.75	$ 20.04	$ 21.97	$ 23.57	$ 28.82	$ 22.60	$ 23.81	$ 20.40	$ 26.52	$ 20.22	$ 24.83
3	$ 21.06	$ 20.38	$ 22.36	$ 23.87	$ 29.13	$ 22.89	$ 24.12	$ 20.70	$ 26.68	$ 20.53	$ 25.19
4	$ 21.37	$ 20.73	$ 22.75	$ 24.18	$ 29.45	$ 23.19	$ 24.43	$ 21.01	$ 26.84	$ 20.83	$ 25.56
5	$ 21.69	$ 21.08	$ 23.15	$ 24.50	$ 29.78	$ 23.49	$ 24.75	$ 21.33	$ 27.00	$ 21.15	$ 25.93
6	$ 22.02	$ 21.44	$ 23.55	$ 24.82	$ 30.11	$ 23.79	$ 25.07	$ 21.65	$ 27.16	$ 21.46	$ 26.31
7	$ 22.35	$ 21.81	$ 23.96	$ 25.14	$ 30.44	$ 24.10	$ 25.40	$ 21.97	$ 27.32	$ 21.79	$ 26.69
8	$ 22.68	$ 22.18	$ 24.38	$ 25.46	$ 30.77	$ 24.42	$ 25.73	$ 22.30	$ 27.49	$ 22.11	$ 27.07
9	$ 23.02	$ 22.55	$ 24.81	$ 25.80	$ 31.11	$ 24.73	$ 26.06	$ 22.64	$ 27.65	$ 22.44	$ 27.47
10	$ 23.37	$ 22.94	$ 25.24	$ 26.13	$ 31.45	$ 25.06	$ 26.40	$ 22.98	$ 27.82	$ 22.78	$ 27.86
11	$ 23.72	$ 23.33	$ 25.69	$ 26.47	$ 31.80	$ 25.38	$ 26.74	$ 23.32	$ 27.98	$ 23.12	$ 28.27
12	$ 24.08	$ 23.72	$ 26.14	$ 26.81	$ 32.15	$ 25.71	$ 27.09	$ 23.67	$ 28.15	$ 23.47	$ 28.68
13	$ 24.44	$ 24.13	$ 26.59	$ 27.16	$ 32.50	$ 26.05	$ 27.44	$ 24.03	$ 28.32	$ 23.82	$ 29.09
14	$ 24.80	$ 24.54	$ 26.99	$ 27.52	$ 32.86	$ 26.38	$ 27.80	$ 24.39	$ 28.49	$ 24.18	$ 29.52

APPENDIX B

JUST CAUSE STANDARDS

As set forth in an arbitrated 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?