# Contract Between M.S.A.D. No. 75 Board of Directors and the Merrymeeting Teachers Association/Maine Education Association/National Education Association for the Technology Professionals Bargaining Unit



***July 1, 2026 – June 30, 2029***

## TABLE OF CONTENTS


PREAMBLE .....2
ARTICLE I - RECOGNITION .....2
ARTICLE II - DEFINITIONS/ABBREVIATIONS .....2
ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES .....3
ARTICLE IV - DUES - DEDUCTIONS FROM SALARY.....3
ARTICLE V - NEGOTIATION PROCEDURE.....4
ARTICLE VI - GRIEVANCE PROCEDURES .....4
ARTICLE VII – WORK YEAR, SCHEDULE AND ASSIGNMENTS, SNOW/WEATHER DAY.....8
ARTICLE VIII - PROBATIONARY EMPLOYEES .....8
ARTICLE IX - EMPLOYEE RIGHTS.....9
ARTICLE X – COMPLAINTS AND INVESTAGATIONS.....11
ARTICLE XI – VACANCIES.....12
ARTICLE XII– EMPLOYEE EVALUATION.....12
ARTICLE XIII- PERSONNEL FILE .....13
ARTICLE XIV– EMPLOYEE TRAVEL.....13
ARTICLE XV- HEALTH AND SAFETY.....13
ARTICLE XVI– LEAVES .....15
ARTICLE XVII - OTHER BENEFITS .....20
ARTICLE XVIII - INSURANCE .....21
ARTICLE XIX - SALARYSCALE.....22
ARTICLE XX - CONTRACTING OUT.....22
ARTICLE XXI - DURATION OF AGREEMENT AND POLICY STIPULATION.....23
APPENDIX A – TECHNOLOGY PROFESSIONAL SALARIES .....24
Side Letter A.....25

## PREAMBLE

This agreement is entered into this first day of July 2026, by and between the Merrymeeting Teachers Association and the Technology Professionals (hereinafter called the "Association"), affiliated with the Maine Education Association and the National Education Association, and the Board of Directors of Maine School Administrative District No. 75 (hereinafter called the "Board").

The Merrymeeting Teachers Association and the Technology Professionals Bargaining Unit and the M.S.A.D. No. 75 Board of Directors wish to state their mutual intent to work together toward the common goal of educating and supporting all of our students and staff. We have high expectations of each other as we commit to purposeful change associated with this goal. We will enhance student learning and enhance the life of each district school. We will take the steps necessary so that the students and children of M.S.A.D. No. 75 become adult citizens who can contribute to the sound functioning of our democracy, communicate complex ideas in a compelling manner, take advantage of technological advances, and solve problems we have yet to face. We will commit to purposeful changes in relationships, structures, and resources that will advance student achievement and enhance the life of each school as a center of learning and productivity.

Student learning deserves this mutual commitment and needs the active involvement of parents and the support of the district's citizens. We will do our best to establish and maintain a true community of learners and improve the practice of and conditions for teaching and learning.

## ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the sole exclusive bargaining representative as defined under State of Maine Law, Chapter 424, Section 962, for all Technology Professionals in the Bargaining Unit, including Technology Support Leaders and Information Systems Coordinator/Data Managers (herein after referred to as "employee(s)") who are public employees of the Board.

## ARTICLE II - DEFINITIONS/ABBREVIATIONS

As used in this Agreement:

A. "Technology Professional"

For the purpose of this Agreement, "Technology Professional" shall mean all Employees within the Technology Professionals Bargaining Unit As recognized by the MLRB on December 19, 2013.

B. "Joint Negotiation Committee"

This shall mean the committee composed of representatives of the Board of Directors and representatives of the Merrymeeting Teachers Association/Technology Professionals Bargaining Unit.

C. "PR & R"

This shall mean Professional Rights and Responsibilities Committee of the Association.

D. "Representative"

This shall mean an Association/MEA representative who has been selected by the grievant to represent them and assist them in addressing and resolving an issue with Administration both outside and/or within the formal grievance process.

E. "MLRB"

This shall mean Maine Labor Relations Board.

F. "Board," "Board of Directors"

The terms "Board" and "Board of Directors" shall mean the Board of Directors of M.S.A.D. No. 75 in its representative capacity as the elected governing body of M.S.A.D. No. 75 and not in the individual capacities of the members thereof.

## ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Administrator of the building in question may approve, upon being notified in advance of the time and place, all such planned meetings.

B. The Association shall have the right to use school facilities and equipment. The Association shall pay for the reasonable cost of all materials and supplies incidental to use.

C. The Association shall have, in each building, the right to use the bulletin board in a central location in each faculty room for Association business.

D. The Association shall have the right to use telephones in any school so long as all costs are borne by the Association.

E. The Association shall have the right to use the District email system to correspond with employees.

## ARTICLE IV - DUES & DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from employee's salaries money for local, State and/or national association services and programs as said employee individually and voluntarily authorizes the Board to deduct and to transmit the monies to such associations within the capacity of the

computer system. The Association shall certify to the Board in writing the current rate of local, State and National member dues. In the event that any association changes the rate of its membership dues, the local association shall give its membership and the Board written notice prior to the effective date of such change.

B. Deductions will be made in twenty-six (26) equal installments.

## ARTICLE V - NEGOTIATION PROCEDURE

A. The Board and the Association agree to bargain in accordance with Title 26, Chapter 9-A and Title I, Section 405, D. to establish a Collective Bargaining agreement for the Technology Professionals Bargaining Unit.

B. Any news releases shall be jointly released except as provided in Title 26, MRSA, Section 974.

## ARTICLE VI - GRIEVANCE PROCEDURES

A. Definitions

1. "PR & R" means Professional Rights and Responsibilities Committee of the Association.

2. "Grievance" shall mean a complaint by an employee or the Association that there has been a violation or inequitable application of any provisions of this contract.

3. "A Grievant" is the employee or employees making the claim.

4. "Party in Interest" shall mean the employee or employees making the claim including their designated representative or any persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5. For the purposes of calculating timeframes in the Grievance Procedure (Article VI) Days shall mean working days, except legal Holidays.

6. "Week" is defined as a specific employee's work week.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems which from time to time may arise affecting the terms and conditions of employment of Technology Professionals.

2. Nothing herein contained shall be construed as limiting the right of any employee from raising a problem informally with the appropriate administrator in an attempt to resolve

any issue(s) prior to filing a grievance to address the problem. Nor does anything herein limit an employee's right to have an Association representative involved in the informal stage of this process if they desire to.

3. If the employee has addressed the matter informally prior to a grievance filing and is not satisfied with such disposition of the matter, he/she shall have the right to have the Association PR & R representative assist him/her in further efforts to resolve the matter as outlined in level 1 of the grievance procedure, with the Technology Director.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be a maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing between the aggrieved party and the Administrator at that Level.

2. The timelines of a grievance process may only be adjusted, waived or placed in abeyance by mutual agreement of the parties in writing.

3. In all cases, a grievance must be filed within thirty (30) days after the employee first knew or should have known of the incident precipitating a grievance. Failure to adhere to this time limitation will foreclose an individual from pursuing his/her remedies through the established grievance procedure.

D. Formal Procedure

1. Level 1 – Director of Technology

a. After an aggrieved employee has attempted to resolve a dispute through informal channels, he/she may have the association assist in filing a formal grievance in writing to the Director of Technology or other appropriate Administrator.

b. The Director of Technology shall, within three (3) days after receipt of the written grievance schedule a meeting with the grievant and his/her representative to discuss the grievance. Within five (5) days after the meeting is held the Director shall render his/her decision and the reasons therefore in writing to the grievant, with copies to the Superintendent and Chairperson of the Association PR & R Committee.

2. Level 2 - Superintendent of Schools

a. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 1, he/she must within five (5) days after the receiving the written decision, or within eight (8) days after his/her formal presentation, have the association file his/her written grievance to the Superintendent.

b. The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved person and with representatives of the PR & R Committee for the purpose of resolving the grievance.

c. The Superintendent shall, within five (5) days after the meeting, render his/her decision and the reasons for the decisions, in writing, to the grievant, with a copy to the PR & R representative.

3. Level 3 - Board of Directors

a. If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she will have the Association file the grievance for appeal with the Board of Directors within ten(10) days after receipt of the written decision of the Superintendent.

b. The Board of Directors shall, within ten (10) days after the receipt of the appeal, meet with the grievant and his/her representatives for the purpose of reviewing and resolving the grievance.

c. The Board of Directors shall, within ten (10) days of the level three meeting render its decision and the reasons for the decisions, in writing, to the grievant, with a copy to his/her representative.

4. Level 4 - Impartial Arbitration

a. If the grievant is not satisfied with the disposition of his/her grievance at Level 3, he/she must within five (5) days after receipt of the written decision, or within six (6) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

b. The Association shall, within five (5) days after receipt of such request, if the PR & R Committee formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board in writing.

c. A Representative of the Board and the President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon the arbitrator within five (5) days, the party requesting the arbitration shall file a demand for arbitration with the American Arbitration Association; and the Arbitrator shall be selected in accordance with the American Arbitration Association's procedures.

d. The arbitrator selected shall confer promptly with the representatives of the Board and of

the PR & R Committee to select a hearing date(s). The Arbitrator shall hold such hearings
as may be necessary.

e. The arbitrator shall, if reasonably possible, within thirty (30) days after the hearing, render his/her decision in writing to all parties in interest, setting forth her/his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions, which require the commission of any act, prohibited by Law, or which violates the express terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

f. The cost for services and expenses of the arbitrator shall be borne equally by the Association and by the School Board. Should the Association or the Board find it necessary to postpone or cancel a scheduled arbitration hearing and such cancellation or postponement results in payment of the arbitrator's fee, said fee shall be paid in its entirety by the party that requested cancellation or postponement unless they mutually agree to share such costs.

E. Rights of Employees to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at the informal level and formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any teacher organization other than the Association or MEA. When an employee is not represented by the Association, the Association shall have the right to be present.

3. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure period.

F. Miscellaneous

1. If, in the judgment of the PR & R Committee a grievance affects a group or class of employees the PR & R Committee may submit such grievance in writing. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though no aggrieved employee-wishes to do so.

2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this grievance procedure.

## ARTICLE VII – WORK YEAR, SCHEDULE & ASSIGNMENTS

A. Work Year: The Work Year for Technology Professionals will be 260 (two hundred sixty) days with each work year beginning on July 1st and ending June 30th.

B. Work Schedule: The work week for this bargaining unit will be forty (40) hours per week. Flexibility of scheduling and additional hours are at the discretion of the Director of Technology. This bargaining unit recognizes that additional hours may occasionally be required to complete time-sensitive projects and support requirements, which may result in more than 40 hours.

C. Work Assignment: An Employee may be assigned to any particular building or location within the School District at the discretion of the Superintendent at the beginning of each school year. Employees may not be involuntarily transferred from one assignment to another without a ten (10) day written notification by the Supervisor. Except in cases of emergency, an involuntary transfer is defined as a reassignment made without the employee's request or consent to address unexpected, critical, and immediate needs of the school district that directly impact the safety, operational continuity, or essential function of the educational program.

D. Snow/Weather Day: In the event of a snow day or school closure due to weather; Technology Employees will have the option to take an earned paid leave (EPL) or vacation day.

If a Technology Employee wishes to work from home on a weather-related school closure day; this will be at the discretion of the Director of Technology. Employees must have work available to be done from home of which must be first approved by the Director of Technology. There will be the expectation for Employees to keep an hourly log of daily progress, when working from home.

## ARTICLE VIII - PROBATIONARY PERIOD

All new employees shall serve a probationary period of 180 work days starting on the date of hire.

Benefits not earned until completion of ninety (90) work days are: vacation, earned paid leave (EPL) and professional development.

Upon completing the probationary period, employees will receive a prorated portion of the annual allowance of vacation and earned paid leave (EPL) based upon the date of hire within the Technology Professional Association.

During the probationary period, the District shall have the right to terminate, without compliance with the terms of this contract, the employment of any probationary employee.

## ARTICLE IX – EMPLOYEE RIGHTS

A. 1. No employee shall be disciplined, reprimanded, dismissed, or reduced in compensation as a result of a disciplinary action, without just cause.

2. "Disciplinary Action" includes the following steps: oral warning, written warning, written reprimand, suspension, demotion, termination.

The parties agree that there may be specific instances where the employer determines the behavior/action of an employee is so severe that it is appropriate to move to a higher level of discipline than the typical steps outlined above.

3. Employees shall be notified of all disciplinary action being taken in writing. Notice of disciplinary action shall include the reason for the disciplinary action being issued.

4. Any such action taken by the Board or any agent or representative thereof under this section shall be subject to the grievance procedure herein.

B. Any employee required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in her/his office, position or employment or the salary or any increments pertaining thereto, shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise her/him and represent her/him during such meeting or interview. Any removal of an employee from the worksite during an ongoing investigation or pending charges by the Board shall be identified as "administrative leave with pay."

C. 1. A seniority list shall be established by the Board listing all employees covered by this Agreement with the individual having the greatest seniority listed first. This list will be provided to the President of the Association by October 31st of the contract year. Seniority shall be based on the employee's date of hire as a Technology Professional within classifications. When two or more employees have the same seniority, the total related technological experience of each employee will determine the order of their seniority, with the employee having the longest total related technological experience listed first. In the event of a reduction in or elimination of technology positions, when two or more employees who are equal in seniority within classification and related experience cannot be distinguished on the basis of training and experience, the Board will make the determination on the basis of evaluations to determine the order in which said employee would be laid off.

If there is a reduction in or elimination of technology positions, employees shall be laid off in the inverse order of seniority within the affected classification. If an employee is affected by a reduction or elimination of a technology position, then such employee shall be entitled to replace (i.e. assume the position of) the most junior employee in the classification for which the affected employee is qualified to replace on the basis of training, experience and performance evaluations.

2. An exception to language outlined above exists as it relates to the Information System Coordinator/Data Manager position. If the Information System Coordinator/Data Manager position is affected by reduction or elimination, then the employee in said position shall also have the right to bump the least senior employee in the Support Leader classification if there is no other Information System Coordinator/Data Manager position to bump into.

   Support Leaders shall not have the automatic right to bump into the Information System Coordinator/Data Manager position in similar situations.

3. An employee in this unit who wishes to be considered for another position or positions must prepare and submit to the Superintendent of Schools his/her qualifications, which shall include evidence that he/she is qualified as defined in the preceding paragraph, for said position(s).

   Any Technology professional who occupies a part-time position is not eligible to assume a full-time position as a result of reduction-in-force activity. Any full-time employee who occupies a part-time position as a result of a prior reduction-in-force shall retain the right to re-assume a full-time position should a vacancy arise for which the employee is qualified.

Article IV of the negotiated agreement is in force in connection with this procedure and with any determination made in accordance with this procedure.

Procedures: Any notice of layoffs given by the Board shall include the timetable for implementing the reduction-in-force, reasons for the reduction-in-force and reasons for the selection of that individual.

Positions for which an employee is qualified shall be determined following a review of that employee's qualifications. This review will be conducted by appropriate supervisory personnel.

The Superintendent of Schools will determine what positions, if any, the employee is qualified to assume. The determination by the Superintendent will be made within thirty (30) calendar days of submission of the qualifications.

4. Recall:
   a. All employees involved in any Reduction-In-Force shall be considered to be on temporary lay-off, when terminated.

   b. 1. The Board shall notify employee(s) to be laid off in person whenever possible. If for some reason it is not possible for the Board to have a meeting with the affected employee to provide notice the Board shall mail a copy of the notice to the employee(s) mailing address on file. Copies of notices given to affected employee(s) shall also be provided to the Association President.

2. Once the Board has identified the employee(s) to be laid off it shall also provide a list of existing and anticipated vacancies for which they are eligible for due to re-call as soon as each opening is known. The notice of vacancies will be sent to laid off employees electronically. Employees covered within this unit who wish to be considered for any such vacancy shall so inform the Superintendent within ten (10) calendar days of the date of the notification letter. If an employee has refused an offer of the position for which he/she was laid off from within this unit his/her name shall be removed from the recall list.

It is the employee's responsibility to provide current mailing and email address to the District.

c. Employees shall be recalled in reverse order of layoffs when vacancies become available for which the employee is qualified

d. While the lay-off continues, no new hires shall occur except where:

1. No employee on lay-off is qualified to fill the vacant positions, or,
2. No qualified employee on lay-off has applied for the position.

e. An employee shall be eligible for recall beginning with the date of notification of lay-off and ending twenty-four (24) months from the effective date of the lay-off.

f. While on temporary lay-off, an employee on recall shall be eligible to update and resubmit his/her qualifications each year.

g. All notification of lay-offs and of job vacancies will be in writing.

## ARTICLE X - COMPLAINTS AND INVESTIGATIONS

Complaints about an employee, whether written or oral, that are to be investigated will be brought to the employee's attention within a reasonable period of time. A complaint that comes to the supervisor anonymously will not be considered legitimate. The results of an investigation shall be provided in writing to the employee within five (5) school days after the investigation has ended.

A. The employee has the right to be represented by the Association at meetings with the employee's supervisor regarding such complaints.

B. If the employee is to be placed on leave while the investigation is ongoing then that leave shall not be identified as discipline. The employee shall be informed in writing that he/she is being placed on paid administrative leave pending the final finding of the investigation.

C. If the complaint is found to be without substance, nothing will be placed in the employee's personnel file.

## ARTICLE XI- VACANCIES, VOLUNTARY TRANSFERS AND INVOLUNTARY TRANSFERS

A. Vacancies/Job Openings

Vacancies/Job Openings in this unit will be posted internally for five (5) work days before being externally posted. Postings will be by district email.

Qualified internal candidates of the bargaining unit shall be given first consideration for the position at issue before an external candidate is considered and/or offered the position. The parties agree that "first consideration" does not guarantee the candidate the position.

B. Voluntary Transfers

Technology Unit employees who desire a change in assignment shall notify the Technology Director in writing. The request shall include the desired change in assignment and reason(s) for the request. No such request shall be denied arbitrarily or capriciously.

## ARTICLE XII – EMPLOYEE EVALUATION

All employees in this unit have the responsibility to continually enhance their skills and professional knowledge.

A. Employees in the unit will be formally evaluated on an annual basis. The formal Annual Evaluation performed by the Supervisor shall only reflect work done during the course of the rating period and should not contain any areas of concern that were not raised with the employee during the rating period. The exception to this is in cases where issues from prior rating periods continue into the current rating period and a supervisor wishes to make clear the issue is ongoing and has not been resolved. This is key so that employees can improve their craft and put forth efforts to resolve identified issues before the final evaluation is completed.

B. Outside the formal Annual Evaluation it is recognized that monitoring and observation of employee performance within this unit include informal observations and feedback throughout the year. Both praise for work well done and concerns about work performance will be expressed over the course of the year.

C. Copies of the formal Annual Evaluation of performance by the employee's supervisor will be given to the employee and placed in the employee's personnel file.

D. The employee has the right to attach a formal written response to his/her Annual Evaluation to submit to the supervisor and to be placed in the employee's personnel file.

E. No formal Annual Evaluation shall be filed in an employee's personnel file unless the employee receives a copy of it. Either the employee or the evaluator may request a conference to discuss the evaluation.

## ARTICLE XIII - PERSONNEL FILE

A. No derogatory material regarding an employee shall be placed in his/her personnel file without his/her knowledge. The employee has the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

1. Employees shall have the right to review the contents of her/his personnel file upon written request and to copy at his/her expense any documents contained therein.

2. At least once every two years an employee shall have the right to indicate those documents and/or materials in his/her file which she/he believes to be obsolete or inappropriate to retain. Such documents shall be reviewed by the Superintendent or her/his designee and if found to be obsolete or inappropriate to retain they shall be destroyed. If not found to be obsolete or inappropriate they will remain in the personnel file.

   Oral warnings shall not remain in effect beyond 12 months from the date of the occurrence provided that the employee has received no other written reprimands during such period.

   Disciplinary Action that moves the employee to a higher level of discipline shall take into consideration the nature of the offense and the length of time since the last disciplinary action.

3. No separate personnel file shall be established for any employee. The official personnel file shall
   be the only recognized record regarding the employee's performance, conduct and attendance.

4. The parties acknowledge and agree that employee medical and workers compensation information are maintained separately.

5. No anonymous material may be included in the file. However, it shall be the practice of administrative and supervisory personnel to keep employees informed of significant communications from the community which affect them as employees.

## ARTICLE XIV - EMPLOYEE TRAVEL

Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the current State of Maine reimbursement rate. Such travel shall consist of all driving on school business minus the round trip from the employee's home to the nearest site at which he/she works that day. A form for this purpose shall be available through the Business Office.

## ARTICLE XV - HEALTH AND SAFETY

A. The District shall comply with applicable provisions of Federal, State and local laws with respect to employment, safety and health, insofar as they pertain to the working conditions of employees.

B. A Safety and Security Committee composed of two (2) representatives of the Board or its delegates and two (2) representatives of the Association shall be established. The Committee shall meet at least twice a year or as necessary and shall make recommendations to the Board regarding health, safety, and security matters.

C. No employee shall be required to work under conditions which unreasonably expose him/her to imminent danger of injury, death or damage to his/her health. An employee who declines to work under such circumstances shall notify his/her supervisor as soon as possible.

D. The District shall require safety equipment as required by OSHA, including personal protective equipment.

E. For any loss or damage to an employee's personal property used in connection with his/her duties in excess of fifty dollars ($50) the District will pay the lesser of:

1. The difference between the amount of such loss or damage and fifty dollars ($50) but not exceeding two hundred dollars ($200), or

2. The difference between the amount of the employee's insurance deductible and fifty dollars ($50), but not exceeding two hundred dollars ($200).

F. No amount shall be payable unless:

1. the employee provides a statement describing the item,

2. the loss or damage was incurred during the course of the employee's duties,

3. the employee is unable to be compensated for the loss or damage under a policy of insurance or from the individual or parents of the individual, who caused the damage,

4. there was prior notification to the supervisor that the item was in the employee's possession,

5. the employee took reasonable care to protect the item,

6. the District was notified within one (1) week of the loss or damage, and

7. the loss was not attributable to the carelessness of the employee.

8. Personal cell phones are not covered within this article; see Article XVII D – Phone Reimbursement.

The District liability under sub-section E. in any fiscal year shall cease upon payments totaling two thousand dollars ($2,000.00).

## ARTICLE XVI- LEAVES

A. Sick Leave

1. All employees shall be entitled to fifteen (15) days sick leave with pay each year, which shall be in addition to any accumulated sick leave, as of the first official day of the work year, whether or not they report for duty on that day. Sick leave can be used for personal illness or up to fifteen (15) work days for the illness of a spouse (domestic partner), child (stepchild & child of domestic partner), under 18 years of age, and parent and step-parent. No more than fifteen (15) days sick leave can be used per contract year for qualifying family members.

   Sick leave for other family members is granted only at the discretion of the Superintendent.

   Unused leave shall be accrued from year to year up to one hundred sixty (160) days. Employees are provided their balance of accrued sick leave on each bi-weekly pay statement.

2. If a question arises concerning misuse of sick leave, the District must notify the employee so that he/she might explain the sick time usage. If the District believes that a misuse of sick leave is still at issue after discussion, the Superintendent may require the employee to provide a certification of illness from the employee's primary care physician at the District's expense. Failure to provide a physician's certificate upon request covering the days in question will result in loss of per diem pay for said days.

B. Sick Leave Bank

Members of the Technology Professional Bargaining Unit shall contribute one (1) sick day to the sick bank prior to October 1st to be eligible to use the sick bank. Employees who have contributed one sick day to the sick bank prior to October 1st, shall be eligible for additional sick leave days when the employee's illness shall have exhausted all of the employee's accumulated regular sick leave. Sick bank leave is to be used for extended or catastrophic illness. The sick bank shall be administered as follows:

1. Eligibility to use the bank shall be reserved for employees making their initial contribution prior to October 1.

2. An employee shall be considered a perpetual member after initial contribution and will not be required to contribute another sick day to maintain membership unless said employee should use the sick bank. Use of the sick bank shall require giving of another sick day to maintain membership.

3. The maximum number of supplemental sick leave days allowed under this section shall be thirty-five (35) days per employee per year.

4. The administration of the sick bank shall be the responsibility of the Board under the same conditions that govern the regular sick leave provision.

5. As soon as possible after November 15, the Superintendent shall provide to the Association an update of additions of employees participating in the sick bank; and the Superintendent shall notify the Association each time an employee in this bargaining unit uses the bank indicating the employee and the number of days withdrawn.

6. The maximum accumulation of sick leave bank days will not exceed one and one-half (1.5) times the total number of participating members. When accumulated sick leave bank days fall below a number equivalent to fifty percent (50%) of all participating members, each member will be required to contribute one (1) sick leave day. The total accumulation of the allowable days shall be carried over to each succeeding year.

7. This section shall not apply to maternity leave.

C. Earned Paid Leave

A full-time employee will be allowed five (5) full days of Earned Paid Leave (EPL) each year. Employees are not required to disclose the reason for using planned EPL.

The following notice requirements apply depending on whether EPL is used for planned purposes or for unplanned/emergency purposes.

1. Planned Purpose: To use EPL, the employee will provide written notice for their intent to use EPL at least five (5) days in advance for a purpose that can be planned. Planned EPL cannot be used on the days immediately before or after holidays or school vacations or any other day(s) that would cause an undue hardship to the District. The District understands that there are some instances when the scheduling of significant family matters is outside the control of the employee. The Superintendent may grant exceptions to the prohibited days immediately before or after holidays or school vacations, always balancing the needs of the District with the needs of the employee.

2. Unplanned/Emergency Purpose: EPL may be used for an emergency or other sudden necessity for which the employee does not have advance notice; is beyond the employee's control to schedule and is otherwise unforeseeable. In these cases, employees are required to notify the District as soon as practicable. The employee may be asked to provide an explanation or reasoning demonstrating the necessity of using unplanned/emergency EPL.

Unused Earned Paid Leave (EPL) is not converted to sick days and must be tracked as a separate leave category.

1. Carryover: An employee may carry over up to forty (40) hours of unused EPL to the subsequent contract year.
2. Maximum Accrual: An employee may accumulate a maximum of eighty (80) hours of accrued EPL.
3. Separation: EPL will not be paid out upon separation of employment.

D. Vacation Leave

Employees shall accrue vacation days annually at the following accrual rate per contract year based upon their years of service within the Technology Professionals Unit:

0 - 4 years: 13 days
5 - 9 years: 18 days
10-14 years: 23 days
15+ years: 25 days*

*Employees hired prior to 7/1/2014 shall accrue a total of 28 days after 15+ years of continued service in the Technology Professionals Unit.

All employees in this unit hired prior to 7/1/2014 shall accrue five (5) weeks and three (3) days of vacation annually.

The scheduling of vacation is at the discretion of the employee's Supervisor. The Supervisor may not arbitrarily refuse requested vacation periods. Approval will be based on the staffing needs.

The employee may not carry vacation leave from one contract year to the next.

The last two weeks, the week preceding and the first week of the school year are not available as vacation periods unless approved as an exception.

E. Bereavement Leave

Bereavement leave with pay shall be granted upon request for up to five (5) days at any one time immediately following the death of an employee's spouse (Domestic partner), child (stepchild, domestic partner child), son and daughter-in-law, parent, step-parent, father and mother in-law, brother, sister, brother and sister-in-law, unless another arrangement is approved by the Superintendent.

The Superintendent may grant up to one (1) day in the event of a death of someone other than those noted above.

F. Special Leave

Shall be granted at the Superintendent's discretion when circumstances warrant special consideration.

G. Holiday Leave

Employees shall be entitled to 14 (fourteen) holidays per year.

The following holidays shall be recognized and observed and paid as holidays:

New Year's Day
Martin L. King's Birthday
President's Day
Patriot's Day
Juneteenth
Memorial Day
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

H. Jury Duty Leave

An employee required to serve jury duty will receive the difference between his/her per diem pay as a juror and their regular per diem pay.

I. Leaves, Extended Leaves of Absence

1. The Board agrees that one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

2. Beginning May 1, 2026, employees who may be eligible for paid leave under the Maine Paid Family and Medical Leave Act shall promptly file an application for leave benefits under the Paid Family and Medical Leave Program (PFML Program).

    1. An employee taking Maine Paid Family Leave (MPFL) through the State program for a reason that makes them eligible for sick leave may elect to be paid from the employee's accumulated sick leave the difference between the amount of the employee's regular pay and the amount that the employee receives

pursuant to MPFL. This difference shall be charged on a pro rata basis to the employee's accumulated sick leave and will cease when said employee's accumulated sick leave is exhausted. In no case will an employee receive double compensation under both the sick leave policy and the MPFL. Nothing in this provision shall be read to prohibit the employee from taking any sick bank leave to which the employee may be entitled.

2. Employees taking MPFL may take such leave in half day increments. The Board agrees to pay at its own expense one half (50%) of the premium cost associated with Maine's Paid Family Leave program and the remaining one half (50%) of the required contributions to the PFML Program will be deducted from employee wages and paid to the PFML Program.

3. This leave will run concurrent with all other leave.

4. Employees returning to work after an MPFL who have been employed with the district for at least 120 calendar days must be returned to the same or equivalent position(s) unless the employee is impacted by a reduction in force under the terms of this Agreement. Employees on MPFL leaves shall continue to receive step increases during their period of leave and shall not lose seniority or other contractual benefits as the result of taking such leave.

5. The parties agree that thirty (30) calendar days' notice is sufficient notice for purposes of taking leave under MPFL for non-emergency purposes. This does not waive the district's ability to assert that the requested leave presents an undue hardship.

3. The Board may grant a leave of absence without pay to any employee when the Board determines that circumstances warrant it. Elected health and dental benefits may be continued at full cost to the employee.

J. In cases of injury covered under the Workers' Compensation Act, an employee will receive from his/her accumulated sick leave the difference between the amount of his/her regular pay and the amount received as Workers' Compensation. The difference shall be charged on a prorated basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted.

K. Employees on extended leaves of absence are to notify the Superintendent of Schools by January 15 of their intention to return to active employment for the next school year. An employee who fails to give timely notice to return to work from a leave of absence will be deemed to have resigned.

## ARTICLE XVII- OTHER BENEFITS

A. Flexible Benefits Plan

A flexible benefits plan with the following salient features will be offered to staff.

An employee receiving health insurance coverage from another source may elect to receive a cash payment equal to 20% (twenty percent) of the employer share associated with the "single" Choice Plus coverage. This payment is in lieu of coverage through the District. Documentation substantiating coverage from the other source is required.

The employee share of health and dental premiums may be paid on a pre-tax basis.

Employees will be able to participate in dependent care and medical expense reimbursement accounts, provided the employee pays the fee for the plan.

Further documentation concerning the flexible benefits plan is set forth in plan documents.

B. The Technology Unit will have the option to participate in a District-sponsored 403(b) Plan or MainePERS PLD Plan. The District will match the Employee contributions to the 403(b)Plans up to the amounts as noted in the table below:

| **Year One**: | **Year Two**: | **Year Three**: |
|---|---|---|
| Retirement match up to 4.0% | Retirement match up to 4.0% | Retirement match up to 4.0% |

The District match for the MainePERS PLD plan is a fixed amount determined by Maine PERS.

C. Separation Payment

Upon Separation after five (5) years of District Service, a payment for unused accumulated sick leave at the per diem rate but in no case an amount exceeding 30 (thirty days), shall be issued.

Technology Professionals covered by this Agreement shall be eligible for payment for accumulated sick leave upon separation from District service, subject to the following Limits:

- After five (5) years of District Service: A payment for unused accumulated sick leave shall be issued at the employee's per diem rate, in an amount not to exceed twenty-five (25) days.

- After ten (10) years of District Service: A payment for unused accumulated sick leave shall be issued at the employee's per diem rate, in an amount not to exceed fifty (50) days.

D. Expenses

The Board shall reimburse the employee for reasonable expenses incurred by the employee in the performance of his/her duties with prior approval of the Superintendent. Vouchers for such expenses shall be submitted by the Administrator.

E. Phone Reimbursement

The Board agrees that each employee required to maintain cell phone service may receive a monthly reimbursement of thirty dollars ($30.00) toward the cost of cell phone service. The cell phone numbers of the employees must be provided to their Supervisor and listed in Infinite Campus. The employee shall be responsible for the purchase of the cell phone itself, and the cell phone shall remain the property of the employee.

If during the employee's regular work duties his/her personal cell phone is damaged the District shall only reimburse said employee up to the cost of a District provided cell phone.

F. Professional Development/course reimbursement

Upon prior written approval by the Technology Director, the cost of tuition, fees for attendance at relevant courses or workshops for professional development, membership in professional organizations, professional technology certification shall be reimbursed up to $2,000.

At the approval of the Superintendent, an employee may be reimbursed for up to an additional $800 for professional development opportunities costing in excess of $2,000, which is relevant to an employee's work in the district. The request for an additional $800 will be considered in light of other expenses that have been incurred. Any additional fees related to travel, meals, or lodging above the $2,800 will be the responsibility of the attendee.

G. The District will strive to provide the technology tools necessary to accomplish the responsibility of the position.

## ARTICLE XVIII – INSURANCE

A. Health Insurance

The Parties have agreed to the following insurance contribution formula for full-time employees (typical work week of forty (40) hours a week) for the Choice Plus Plan: The District will pay the following rates as outlined.

a. 7/1/2026 – 6/30/2027: The District will pay 91% of the single subscriber, 91% of the adult with child, and 91% of the previous year's premium for the two adults and family plans of the insurance provided through the District.

b. 7/1/2027 – 6/30/2028: The District will pay 90% of the single subscriber, 90% of the adult with child, and 90% of the previous year's premium for the two adults and family plans of the insurance provided through the District.

c. 7/1/2028 – 6/30/2029: The District will pay 90% of the single subscriber, 90% of the adult with child, and 90% of the previous year's premium for the two adults and family plans of the insurance provided through the District.

Employees who choose the MEA Standard Plan will be required to pay the difference between the Choice Plus and Standard premiums.

B. Dental Insurance - The District will pay 100% of the premium for a single dental plan. The employee may add a qualified domestic partner to the health and dental plans at his/her own expense with deductions taken from the employee's biweekly salary.

C. The responsibility of an employee's deduction will be both the Board's and the employee's. The Employee will be responsible for making the District whole if the deduction taken has been miscalculated to the benefit of the employee, and the District will make the employee whole should the miscalculation benefit the District.

## ARTICLE XIX - SALARY SCALE

A. Any Employee hired in this Unit shall be placed on the salary scale according to professional qualifications and years of experience in the field of technology including experience outside of K-12 education.

B. Employees shall advance one step on the salary scale on an annual basis.

All annual salaries shall be payable in twenty-six (26) installments.

*The Salary Schedule for all employees covered by this Agreement is set forth in Appendix A.

| | | |
|---|---|---|
| **Year one:** 3.0% | **Year Two:** 3.0% | **Year Three:** 3.0% |

C. Direct Deposit of wages: Employees must take advantage of Direct Deposit Services, offered via electronic transmission to banks participating in the New England Automated Clearing House (NEACH). Some participating banks, however, may not post paychecks until the Saturday following the Friday payroll.

## ARTICLE XX- CONTRACTING OUT

The Board may contract out services to fulfill special Technological requirements that cannot be met by professional employees of this unit at the time of ratification.

The Board agrees that subcontracting bargaining unit work shall not cause the discharge or layoff

of any current member of the bargaining unit at the time of ratification.

The Board agrees to notify the Association in writing when it intends to contract out work within this unit.

## ARTICLE XXI - DURATION OF AGREEMENT AND POLICY STIPULATION

This contract shall be in effect as of July 1, 2026, and shall continue in effect until June 30, 2029, subject to the Association's right to negotiate over a successor contract as provided under our negotiated agreement between the Board of Directors and the Merrymeeting Teachers Association and the Technology Professionals Bargaining Unit. In the event that collective bargaining pursuant to M.R.S.A. Title 26 shall not have been successfully completed prior to the expiration date herein provided, the parties hereto specifically agree that the present contract, including the grievance procedure under Article IV, shall remain in full force and effect until a new contract shall have been negotiated. All salaries and fringe benefits will remain unchanged until a new agreement is negotiated.

**APPENDIX A**

| Technology Unit | | | |
|---|---|---|---|
| | 3.00% | 3.00% | 3.00% |
| **Step** | **2026-2027** | **2027-2028** | **2028-2029** |
| 1 | $49,399.41 | $50,881.39 | $52,407.83 |
| 2 | $50,232.12 | $51,739.09 | $53,291.26 |
| 3 | $51,064.84 | $52,596.78 | $54,174.68 |
| 4 | $51,897.55 | $53,454.48 | $55,058.11 |
| 5 | $52,730.26 | $54,312.17 | $55,941.54 |
| 6 | $53,562.98 | $55,169.87 | $56,824.96 |
| 7 | $54,395.69 | $56,027.56 | $57,708.39 |
| 8 | $55,228.40 | $56,885.26 | $58,591.81 |
| 9 | $56,061.12 | $57,742.95 | $59,475.24 |
| 10 | $56,893.83 | $58,600.65 | $60,358.67 |
| 11 | $57,726.55 | $59,458.34 | $61,242.09 |
| 12 | $58,559.26 | $60,316.04 | $62,125.52 |
| 13 | $59,391.97 | $61,173.73 | $63,008.94 |
| 14 | $60,224.58 | $62,031.32 | $63,892.26 |
| 15 | $62,031.65 | $63,892.60 | $65,809.37 |
| 16 | $64,203.36 | $66,129.46 | $68,113.35 |
| 17 | $66,449.83 | $68,443.33 | $70,496.63 |
| 18 | $68,443.24 | $70,496.54 | $72,611.44 |
| 19 | $70,291.72 | $72,400.47 | $74,572.49 |
| 20 | $71,769.82 | $73,922.92 | $76,140.61 |
| 21 | $73,441.15 | $75,644.39 | $77,913.72 |
| 22 | $75,645.07 | $77,914.43 | $80,251.86 |
| 23 | $77,914.42 | $80,251.85 | $82,659.41 |
| 24 | $80,251.86 | $82,659.42 | $85,139.20 |
| 25 | $82,659.42 | $85,139.20 | $87,693.37 |
| 26 | $85,139.20 | $87,693.38 | $90,324.18 |
| 27 | $87,693.38 | $90,324.18 | $93,033.90 |
| 28 | $90,324.17 | $93,033.90 | $95,824.91 |
| 29 | $93,033.91 | $95,824.92 | $98,699.67 |
| 30 | $95,824.92 | $98,699.66 | $101,660.65 |

**Side Letter A**

If the School Board has plans to create a part-time position(s) within this unit the Association and School Board mutually agree to re-open this contract to negotiate the terms and conditions of the newly created part-time positions. No other unrelated article will be negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their designated representatives this:

26th **Day of** March **, 2026**

**For the Technology Professionals Association:**

Benjamin Menair, Chief Negotiator, Association

**For the Maine School Administrative District No. 75 Board of Directors:**

Ryan Larsen, Chair, Board of Directors

Amy Spelke, Chief Negotiator, Board of Directors