
**Regional School Unit #63
And
RSU 63 Education
Association
Education Technicians and
Food Service Workers Unit

Collective Bargaining
Agreement**

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DEFINITIONS

Agent: A person or firm empowered to act for another.

Association: The Regional School Unit 63 (RSU 63) Education Association. The RSU 63 Education Association is a part of the Maine Education Association (MEA)/National Education Association.

Association Member: Any MBU who joins the association and pays dues.

Association Representative: A person or firm empowered to act on behalf of an MBU or for the Association/Bargaining Unit or a member of the Association.

Board: The elected Board of Directors for Regional School District No. 63/RSU #63.

Comprehensive Contract: The final contract that has been negotiated and signed by the appropriate parties.

District: The School District, RSU 63, which comprises the towns of Clifton, Eddington, and Holden.

Day: Working school days except in those cases where a filed grievance is not resolved prior to the termination of school in June or that school year, when "day" will mean any weekday, Monday through Friday, excluding legal holidays.

Domestic Partner: The partner of an employee who has been legally domiciled with the employee for at least 12 months and is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements, or joint ownership of property.

FTE: Full-time equivalent - relates to employee status (i.e., full-time or part-time).

M.E.A.: Maine Education Association.

MBU: Any individual employed by the District in a full-time or part-time regular status governed by the terms of this Agreement entered into by and between the Board of Directors of RSU 63 and the Association. This includes individuals who are and are not members of the Association, are public employees, and are employed within the classifications of Education Technician I, II, or III and Cook.

Party in Interest: The person/persons making a grievance claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

Superintendent: Superintendent of Schools for RSU 63.

Supervisor: The person to whom the MBU directly reports.

The definitions included in this contract and provided following the Table of Contents, are part of this contract as if set forth fully herein. The Table of Contents is provided only for convenience sake and will not be construed to contradict another portion of this contract.

This Agreement is entered into by and between the Board of Directors of RSU 63 (hereinafter

referred to as the "Board") and the RSU 63 Education Association (hereinafter referred to as the "Association").

ARTICLE I
PREAMBLE

The Board and the Association recognize that providing a high-quality educational program for the students who attend the public schools in RSU 63 must have first priority in their consideration together. They agree that:

- A. The Board is vested with certain legal authority and responsibility, which it cannot, and does not desire to abrogate.
- B. The Board, under law, has the final responsibility of establishing educational policies for the RSU 63 system. These policies can be accessed on the District website and hard copies of the policy manual are maintained in the Central Office and each school office.
- C. The Superintendent and their staff have the responsibility of carrying out the established policies of the Board. The District also establishes procedures and work rules and policies. These procedures, work rules, and policies may be found in the Employee Handbook.
- D. Those MBUs represented by the Association have the ultimate task of implementing the educational program and other programs of the District.
- E. The Board and the Association also agree that the best interests of public education will be served by establishing procedures to govern the relationship between the Board and the MBUs represented by the Association.

ARTICLE II RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent as defined under the State of Maine Public Law, Title XXVI, for those MBUs in the District, except where their rights are specifically limited by the law.

ARTICLE III GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to ensure that all grievances brought by an MBU follow the same procedure so that the process moves forward efficiently, and the complaint can be resolved as quickly as possible.
2. Nothing herein will be construed as limiting the right of any MBU having a grievance from discussing the matter informally with their immediate supervisor and having the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of the Agreement.
3. A grievance is a claim by the MBU that this Agreement, or any instrument mutually agreeable to both parties, in writing, and executed by both parties, has not been followed.

B. TIME LIMITS

1. Since it is important that grievances be processed promptly, the number of days indicated at each level should be considered a maximum. If an informal grievance is not initiated within thirty (30) days following the time at which the aggrieved person knew, or should have known, of the event or circumstance giving rise to the grievance, the grievance shall be waived.
2. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the grievance procedure will continue as stipulated under the definition of "Day."
3. In the event that a grievance is not answered within the specified time limit at any step in the procedure, the grievant or the Association, as appropriate, may file at the next step in the procedure.
4. All grievances shall be filed within the time limits set forth or the grievance will be deemed to have been resolved by the decision at the prior step.
5. The time limits in this Article may be extended by mutual agreement of the grievant and the appropriate administrator at any step of the grievance procedure except that the time limits for the initial filing of a grievance may be extended only by agreement between the Superintendent and the Association. Any mutual agreement shall be confirmed in writing as soon as practicable.
6. No arbitrator will have the authority to waive, amend, modify, or adjust the time requirements set forth herein.

C. INFORMAL PROCEDURE

1. Whether or not the MBU has attempted to resolve their issue or problem under Article III, A.2., if the MBU feels that they may have a grievance, they will first discuss the

matter with their immediate supervisor.

2. If the MBU is not satisfied with the disposition of the matter, they will have the right to have an Association Representative assist and/or accompany them in further efforts to resolve the problem informally with the immediate supervisor or Superintendent.
3. RIGHT OF MBU TO REPRESENTATION - When an MBU is not represented by the Association, the Association will have the right to be present following the informal procedure if the MBU so requests. The Association will be notified of the initiation of any formal grievance.

D. FORMAL PROCEDURE

1. LEVEL ONE IMMEDIATE SUPERVISOR

- a. If an aggrieved MBU is not satisfied with the outcome of the informal procedure, they may present their claim as a formal written grievance to their immediate supervisor within ten (10) days of the last informal meeting.
- b. The immediate supervisor, or their agent, will within ten (10) days after receipt of the written grievance, render their decision and the reasons therefor in writing to the aggrieved MBU.

2. LEVEL TWO-SUPERINTENDENT

- a. If the aggrieved is not satisfied with the disposition of their grievance at Level One, or, if the supervisor fails to render a decision as required under Article III, D,1,b. above, the aggrieved may refer their grievance in writing within ten (10) days after the Level 1 decision (or failure to receive a Level One decision) to the Superintendent.
- b. The Superintendent and/or their agent, will within ten (10) days after receipt of the referral, meet with the aggrieved MBU and/or their Association Representative for the purpose of resolving the grievance.
- c. The Superintendent, or their agent, will within seven (7) days after the meeting, render their decision and the reasons therefor in writing to the aggrieved MBU.

3. LEVEL THREE - BOARD OF DIRECTORS

- a. If the aggrieved is not satisfied with the disposition of their grievance at Level Two, they and/or their Association Representative may, within ten (10) days after the decision, file their written grievance, together with any and all pertinent materials, with the Board.
- b. The Board will, within ten (10) days after the receipt of the appeal, meet with the aggrieved MBU and their Association Representative, to review the grievance together with any and all pertinent materials.
- c. The Board will, within ten (10) days after such meeting, render its ~~final~~ decision and reasons therefor in writing to the aggrieved MBU.

4. LEVEL FOUR – IMPARTIAL ARBITRATION

- a. If the aggrieved MBU is not satisfied with the disposition at Level Three, the

Association, within ten (10) days after receipt of the Board's decision, may submit the grievance to arbitration by notifying the Board in writing.

- b. The Chairman of the Board, or their agent, and the Association will within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence.
- c. If the parties are unable to agree upon an arbitrator within five (5) days, the Association will request the American Arbitration Association to propose the names of seven (7) arbitrators within fourteen (14) days.
- d. Upon receipt of the names of the proposed arbitrators, the parties will alternately strike names from the list until one is ultimately designated as the arbitrator.
- e. The arbitrator selected will promptly hold a hearing with the representatives of the Board, representatives of the Association, and the aggrieved MBU or their Association Representatives; will review the record of the prior hearings, and will hold such further hearings with the aggrieved MBU and/or their designee and other Parties in Interest as they will deem requisite.
- f. The arbitrator will, as soon as practicable after their selection, render forth their findings of facts, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law.
- g. Arbitrator's Jurisdiction: The jurisdiction and authority of the arbitrator of the grievance and their opinion and award will be confined to disputes between the parties as to the meaning or application of the terms of the Agreement. The arbitrator will have no authority to add to, subtract from, or modify any provision of the Agreement. The arbitrator will not hear or decide more than one grievance at any one time without the mutual consent of the Board and the Association unless the grievance at issue directly relates to the same express provision or provisions of this Agreement and each was timely appealed to arbitration by the parties. The award in writing of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority, as specified in this Agreement, will be final and binding on the aggrieved MBU, the Association, and the Board, subject to judicial review as provided by law.
- h. The costs for the services of the arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any room will be borne equally by the Board and the Association. All other expenses will be paid by the party incurring them.

E. MISCELLANEOUS

- a. If a grievance affects a group or class of MBUs, and if the Immediate Supervisor has no authority to resolve the grievance in the determination of the Superintendent, said group or class of MBUs, or their Association Representative,

if they so desire, may submit such grievance in writing to the Superintendent directly and processing of such grievance will be commenced at Level Two.

- b. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- c. Forms and other necessary documents for filing and processing grievances will be prepared by the Superintendent and a representative of the Association and made available through the Superintendent's office.
- d. Meetings under this Grievance Procedure will be conducted in private and will include only parties in interest and their representatives necessary to process the grievance.

ARTICLE IV
COMPLAINTS AGAINST AN MBU

- A. The parties recognize that complaints made against an MBU need to be treated on an individual basis, taking into consideration the severity of the complaint, the best interests of the students, the due process interests of the MBU, and, if warranted, the need to conduct an investigation.
- B. In the event of minor complaints regarding an MBU made to an administrator by a parent or student, the complainant will be encouraged to discuss the complaint with the principal within one (1) day. An administrator will inform the MBU of the nature of the complaint.
- C. Complaints of a more serious nature will be reduced to writing, dated and signed, and promptly investigated by the Superintendent/designee and will be brought to the attention of the MBU. The MBU will be provided a copy of the said complaint as soon as possible and no later than 24 hours or one full work day after the complaint was received. An attempt to contact the MBU will be documented prior to the start of any investigation. The MBU will not be required to respond any sooner than 24 hours or one full workday after being informed of the complaint, but the investigation will not be delayed during this period. The MBU may be placed on paid administrative leave during an investigation.

ARTICLE V
MBU RIGHTS AND RESPONSIBILITIES

- A. No MBU on a non-probationary status will be disciplined or dismissed without just cause.
- B. In a non-emergency situation involving an MBU, the MBU and administrators will use the existing chain of command for communication and problem solving: supervisor, Principal, Department Head (if applicable), Superintendent. A 24-hour notice will be given for any meeting.
- C. Whenever any MBU is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which either party has determined could affect the continuation of that MBU in their employment or the salary or any increments pertaining thereto, then they will be given a written notice of the reasons for such meeting or interview. They will be entitled to have a representative of the Association present to advise them and represent them during any such meeting or interview. The Superintendent or Board may, at its discretion, place an MBU on paid administrative leave for the purposes of conducting an investigation or while charges are pending. Whenever practicable, hearings, and/or other means of processing the charges, will be expedited as soon as possible. An MBU, at their discretion, may agree to meet before the end of the notice period below.
 - 1. When an MBU is required to appear before the Superintendent concerning any of the situations detailed in Article V.B. above, they will be given at least three (3) days prior written notice.
 - 2. Except in emergencies, Whenever an MBU is required to appear before the Board concerning any of the situations detailed in Article V.B above, they will be given at least fifteen (15) days prior written notice.
 - 3. In the case of an emergency, whenever an MBU is required to appear before the Board or any committee or member thereof concerning any of the situations detailed in Article V.B above, they will be given at least three (3) days prior written notice.

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

Whenever any MBU is mutually scheduled by the parties of this "Comprehensive Contract" to participate during working hours in negotiations, grievance proceedings, mediation, fact findings, arbitration, complaint hearings, conferences, or meetings, they will suffer no loss in pay.

ARTICLE VII EMPLOYMENT

A. CATEGORIES OF EMPLOYMENT

1. Regular Full-Time Employee, School-Year – A Regular Full-Time Employee is an employee who is regularly scheduled to work 30 hours a week or more for the school year and who has successfully completed their Probationary Period. These employees are eligible for benefits, holidays, and leaves as specified in this contract.
2. Regular Part-Time Employee, School-Year – A Regular Part-Time Employee is an employee who is regularly scheduled to work fewer than 30 hours per week, for the school-year, and who has successfully completed their Probationary Period. Part-Time Employees who work the school-year are eligible for pro-rated benefits, holidays, and leaves if they are regularly scheduled to work at least 20 hours per week.

B. PROBATIONARY PERIOD

1. All new Full-Time and Part-Time Employees have a Probationary Period of two full years from the date of hire. RSU #63 reserves the right to extend the Probationary Period for an individual employee for up to 90 additional calendar days during the school year when a longer period is needed to assess the MBU's performance for reasons such as extended absence during the probationary period or the need for performance improvement when performance indicates the likelihood of successful completion of the probationary period within the extended probationary period. When the probationary period of an MBU is extended, the Superintendent will notify the Association.
2. A Probationary Employee whose service is satisfactory may become a Regular Full-Time Employee or a Regular Part-Time Employee. An employee is employed "at will" during the Probationary Period.

C. PERFORMANCE REVIEWS/EVALUATIONS

RSU #63 considers performance reviews to be a continual process. MBUs will receive formal evaluations by the Principal in collaboration with the supervising teacher and/or department head as applicable every year. Evaluations will be discussed with the MBU and placed in their personnel file. The evaluation will have an overall rating of Highly Effective, Effective, Partially Effective, or Ineffective.

1. MBUs whose performance is Ineffective or Partially Effective may be placed on a mandatory improvement plan with appropriate resources and support to improve their performance, terminated at the sole discretion of RSU #63 during the probationary period, or terminated with just cause after the completion of the probationary period. Two consecutive annual evaluation overall ratings of Ineffective will be considered failure to meet performance standards and will normally result in termination of employment.

D. TRAINING REQUIREMENTS

MBUs must successfully complete all training programs applicable to their position as scheduled by their Supervisor and in compliance with laws and District policies.

E. RESIGNATION FROM EMPLOYMENT

MBUs are requested to provide at least two weeks' written notice of resignation to their supervisor. MBUs are required to return keys, equipment, computers and any other RSU #63 property or documents issued to them upon separation from employment, or whenever requested by RSU #63.

F. RIGHTS OF AN MBU REGARDING PERSONNEL FILE

1. An MBU will have the right, upon request, to review the contents of their Personnel file and to make a copy of any document contained therein.
2. No written material derogatory to an MBU's conduct, service, character, or personality will be placed in their personnel file unless the MBU has had the opportunity to review such material by affixing their signature, along with any comments as to whether they do or do not agree to the copy being filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The MBU will also have the right to submit a written answer to such material and their answer will be reviewed by the Superintendent, or their agent, and attached to the file copy.
3. The Board agrees to protect the confidentiality of personnel files in accordance with Maine law; the Board will not keep a separate personnel file that is not available for the MBU's inspection. This does not prevent a supervisor or the Superintendent from keeping their own notes or records relating to a personnel matter.

G. SUB-CONTRACTING AND USE OF VOLUNTEERS

1. The Board has the right to subcontract bargaining unit work to those qualified, in circumstances such as, but not limited to, a demonstrated inability to hire qualified staff, an urgent time-limited need, or to obtain additional expertise, experience, influence, facilities, equipment, machinery or skills not available within the bargaining unit. MBUs will be notified, but subcontracted work will be awarded based on qualifications. The Board in its discretion may consider meeting temporary increases in workload through overtime in accordance with the provisions of this Agreement. The Board agrees that subcontracting bargaining unit work shall not cause the discharge or layoff of any MBU.
2. The Board and Association agree that use of volunteers in a school can be an important element of community relations and can enrich the student experience. The Board agrees that it shall not use volunteers in a way that would cause the permanent loss of a bargaining unit position, the discharge, layoff, transfer, or reduction of regularly scheduled hours of any MBU.

ARTICLE VIII
Seniority, Layoff, and Recall

A. SENIORITY

1. Seniority is an MBU's length of continuous, regular service in the District in a position covered by this Agreement.
2. The seniority list shall be brought up to date on October 1 of every year and posted thereafter by email to each employee in a timely manner and a copy of the same shall be sent to the Association President. Any objections to the seniority list, as posted, must be reported to the Business Manager within fifteen (15) days from the date posted or it shall stand as accepted.

B. LAYOFF

1. "Layoff" shall mean the discontinuance of employment of an MBU who has completed the probationary period through the elimination of position(s).
2. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority by classification provided the remaining employees meet the qualifications to perform the remaining work. All affected employees shall receive a twenty (20) day advance notice of layoff whenever possible, with written reasons, and the Superintendent shall meet with the affected employees and the Association prior to the actual occurrence of layoff.
3. If the affected employee has a record of satisfactory performance, they may have the right to displace the least senior employee in a related lower-level position (e.g. from Education Technician III to Education Technician II) provided they meet the skills, ability and certification to perform the required work, provided that the person to be displaced is less senior than the laid off MBU.
4. Written notice of intent to exercise this right must be given to the Business Manager with a copy to the Association within five (5) days after an employee is notified that they will be laid off. Within five (5) days after the employee gives such notification, the Business Manager will notify the less senior employee that the employee is to be displaced.
5. A full-time employee may, but shall not be required to, displace a part-time employee or may displace the least senior full-time employee.
6. An MBU who is displaced will be considered to be laid off and has the rights of layoff and recall.
7. At the time of layoff, the affected MBU will be notified of vacant positions in the District that they may apply for.

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8. An MBU who displaces an employee in a related lower classification will assume the job description of the lower classification and will be placed on the applicable wage schedule at their current step.

C. RECALL

1. The District shall establish a recall list of laid off MBUs.
2. Employees shall be recalled from layoff within their classifications according to their seniority, provided the employee is qualified to perform the work. No new employees shall be hired in an affected classification until all employees on layoff status within the classification have been afforded recall notice. The recall period shall be for fifteen (15) months following the effective date of the layoff. Employees on the recall list are responsible for notifying the Business Manager of their current email address during the recall period. Recall notices will be sent to the most recent email address on record.
3. An MBU who is on the recall list shall be notified of position vacancy announcements in the bargaining unit for 15 months following the effective date of the layoff, unless they are recalled sooner or notify the Business Manager that they no longer wish to receive vacancy announcements. For this purpose, it shall be the employee's responsibility to keep the Business Manager informed of their current email address.
4. The following accrued benefits to which an employee was entitled at the time of the layoff shall be restored upon return to active service:
 - a. Accumulated sick leave
 - b. Seniority status
 - c. Earned Paid Leave
5. Any laid off employee may participate at the employee's expense in the District's health insurance program as provided by COBRA.
6. An MBU who is laid off will remain on the recall list for fifteen (15) months unless the MBU:
 - a. waives recall rights in writing;
 - b. resigns; or
 - c. is offered a position and refuses it.

ARTICLE IX
Wages and Hours, Workday, Work Year

A. WAGES

1. The pay scales for all MBUs covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.

B. INITIAL PLACEMENT AND STEP PROGRESSION

1. Incumbent employees shall be placed on the wage schedule as specified in Schedule A. MBU's will be placed on the new schedule in their current step and will advance a step if they qualify under section VIII B.4. below. MBU's will be notified of their step for the coming year each June.
2. For purposes of initial placement, new employees shall be given year-for-year credit for equivalent job experience.
3. New hires with relevant experience may be given additional years of credit for exceptionally difficult positions to recruit at the discretion of the Superintendent, as long as the compensation package can be accommodated within the approved budget. When this occurs, the Superintendent shall notify the Association President or their designee.
4. Employees hired prior to January 1 shall be given credit for the full year for purposes of step advancement.
5. Any MBU who increases their credentials to Ed Tech II/ Ed Tech III certification may notify the Superintendent's Office. The Superintendent will meet with the MBU to discuss any open positions that they may be able to fill with their new certification. Verification, such as transcripts and/or a certification must be received by the Superintendent's Office before the first workday of the following school year.

B. PAY AVERAGING

1. School year employees shall be paid in either twenty-one (21) or twenty-six (26) equal installments. Employees shall make their election at the start of the school year. In the case of extenuating personal circumstances, an MBU may request through the Superintendent to receive their remaining contract pay for the summer months, payable the first payroll in July if such desire is indicated in writing by May 1. Adjustments for additional hours beyond the employee's regular schedule or for loss of hours from the employee's regular schedule shall be made from the employee's wages for the pay period in which the additional work or loss of work occurred. School year employees hired mid-year shall have their pay averaged in proportion to the remaining work year. If, because of mid-year termination or severance, the amount an employee receives under this pay averaging system is more than the employee has earned, such overage shall be withheld from the employee's last paycheck. If the employee receives less than the employee's paid hours times their rate of pay under this pay averaging system, the Board will pay such underpayment to the employee in the employee's last check.

C. PAYDAY AND PAYCHECKS

1. The pay period is bi-weekly and runs from Saturday of week one to Friday of week two and is paid the following Wednesday. In the event that payday falls on a legal holiday, MBUs will be paid on the prior business day. MBUs are required to use direct deposit. MBUs should notify the payroll department immediately if they have any questions about their paychecks. RSU#63 does not provide wage advances or loans to employees.

D. OVERTIME

1. Non-Exempt Employees- A non-Exempt Employee is an employee who is eligible for overtime compensation after 40 hours of actual work in a work week. MBUs covered by this Agreement are Non-Exempt Employees.
2. Overtime must be approved in advance by the Superintendent. MBUs who work over 40 hours in a work week are paid time and a half for all hours over 40. Only hours actually worked in a paycheck week count for the purpose of calculating overtime; (e.g. sick days, vacation days, and holidays do not count for purposes of calculating overtime). Overtime begins with worked hours over 40 in a given pay week.

E. BREAKS

1. MBUs covered by this Agreement who are scheduled to work six or more hours per day are required to take a 30-minute, duty free break every day. MBUs are required to record their personal breaks on their timesheets. An MBU who is required to work through their 30-minute break will be paid for that time.

F. WORK DAY

1. Full time Ed techs shall work the student day plus such additional time prior to and following the student day, at the direction of the Superintendent, so as to achieve a full seven hours (7.0) per work day.
2. The specific work day (beginning and ending times) will be determined by the supervisor and/or building principal based on the requirements of the position. All Ed Techs will be given a fifteen (15) minute paid break during the course of the day at a time mutually convenient to the employee and the classroom teacher or supervisor. The classroom teacher or supervisor shall be held responsible for arranging break times with each Ed Tech under their supervision.
3. Assistant Cook and Lead Cook work hours will be up to 7 hours, as set by the Food Service Manager.
4. Any MBU called to work by their supervisor after completing the normal work schedule, or on a non-work day, shall be paid for a minimum of two (2) hours. The pay for the two (2) hours shall be at the regular rate of pay or overtime, depending upon the number of hours the employee has worked that week.
5. MBUs will receive compensation at their hourly rate for any additional days included in the calendar year that MBUs are required to attend.

6. When there is an unforeseen change in school day (school delay or unplanned early release), the MBU will get a full day of pay.
7. If an MBU was required to report to work before a full day cancellation, that employee will be paid for actual time worked or a half day, whichever is longer.

G. WORK SCHEDULE

1. Each employee shall be provided a work schedule based on operational needs in the particular school or department.

H. JOB DESCRIPTION

1. Each MBU shall be provided by their immediate supervisor with a current, written job description and a description of their assigned responsibilities by the last day of school when assignments are distributed. The assignment may change based on needs of the school or department. Initial assignment descriptions will be developed by the principal, department head, and applicable teachers by February 15th, 2025 in year one and December 31 thereafter. Existing job descriptions for titles in this bargaining unit will be reviewed and updated as needed by February 15th, 2025 in year one and December 31 thereafter.

I. WORK YEAR

1. During the term of this Agreement, the MBU work year will be the student academic school year in addition to seven (7) workshop days for professional development. On professional development days, MBUs will receive training appropriate to their job description and assignment.

ARTICLE X
INSURANCE AND OTHER BENEFITS

RSU #63 provides a package of insurance and other benefits to employees who meet the eligibility requirements for each plan or program. This section provides a brief summary of each plan and program; more detailed plan/program descriptions are available from the Business Manager.

A. Health Insurance

1. Health and dental insurance coverage (including prescription drug coverage) begins the first day of the month following employment for eligible employees, regardless of when during the year the MBU is hired. For purposes of health insurance coverage only, employees are eligible for full-time benefits if they are regularly scheduled to work at least 30 hours per week. Part-Time Employees who are regularly scheduled to work 20 hours a week are eligible for pro-rated coverage based on their hours compared to full-time.
2. Employees will have options through the M.E.A. health plan. Any employee who elects to participate in the health insurance program may select either (1) the Standard Plan, (2) the M.E.A. Choice Plus Plan, (3) The M.E.A. Standard 500, or (4) The M.E.A. Standard 1000 Plan. The dollar amount equal to the MEA Standard 500 cost of the selected coverage level, based on the percentages below, will be applied to the selected plan and the MBU will pay the difference.
3. If the amount the Board would pay under the MEA Standard 500 Plan exceeds 100% of the amount required to cover the MBU under any plan the MBU selects (i.e. the Standard 1000), the amount required to pay 100% of the plan the MBU selects will be the limit of the Board's obligation under this section. The Board conducts a selection period from May 1 through May 30 each year of the contract during which all eligible employees currently enrolled in the health insurance program will be given the option to remain with, or change to, one of the M.E.A. plans listed above. The effective date of changes made during the selection period will be September 1 of the next school year.
4. Health insurance eligibility effective September 1, 2024 is as follows:
The Board will pay the following percentage of insurance premium rates for the MEA Standard 500 plan effective at the beginning of the 2024-2025 school year:
 - a. Full-time employees are eligible for 95% single coverage, prorated for part-time employees.
 - b. Full-Time Employees are eligible for 90% of the Adult/Child(ren) coverage, prorated for part-time employees. The dollar amount of premium difference between 95% of the Single coverage and 90% of the Adult-Child(ren) coverage

may also be applied to Family coverage (not two Adults)

5. Health insurance eligibility effective September 1, 2025 is as follows. The Board will pay the following percentage of insurance premium rates for the MEA Choice Plus plan:

- a. 95% Single, prorated for part-time employees
- b. 75% Two Adult, prorated for part-time employees
- c. 90% Adult with child, prorated for part-time employees
- d. 70% Family, prorated for part-time employees

6. Full-Time MBUs employees who certify that they are covered under another health plan may be reimbursed \$3,500.00 each year of this contract pursuant to all applicable laws and regulations, providing they produce proof of insurance elsewhere. Part-Time Employees eligible for health insurance receive a pro-rated benefit. This amount will be added to income and taxed accordingly. Payment for reimbursement will occur semi-annually on the first pay period in December and June. Reimbursement does not count for retirement purposes. Those taking the \$2,500 need to notify the Central Office in writing once and this benefit will continue yearly unless otherwise notified by the recipient.

B. Dental Insurance

Full-Time Employees and Part-Time Employees who are regularly scheduled to work at least 20 hours per week for the school year are eligible for RSU #63's dental plan. Part-Time Employees are eligible for pro-rated coverage based on their scheduled hours compared to full-time hours. Effective at the beginning of the 2024-2025 school year RSU #63 pays \$425 per year toward the cost of this benefit. The employee is responsible for any additional premium for single and/or dependent coverage. Coverage begins the first day of the month following employment.

C. 403(b) Plan

Employees who are 18 years or older may enroll in RSU #63's 403(b) Plan on the first day of the month after employment begins. Under this plan, employees may make pre-tax deductions up to the IRS maximum limit from their compensation. (During an unpaid leave of absence, no paychecks are issued, so no deductions are made). After two years of continuous service, employees who are not covered under the Maine Public Employees Retirement System are eligible for a matching contribution up to 3% from RSU #63.

D. Long-Term Disability (LTD) Insurance

Long Term Disability is available to all employees regularly scheduled for at least 20 hours per week. The district managed program is voluntary at the expense of the employee. The policy has a 60-day elimination period and provides coverage of 60% of monthly earnings. Employees may sign up at any time but may be subject to a pre-qualification physical. This exam is waived if sign-up occurs at the time of hire. For more information, contact the Business Office.

ARTICLE XI
HOLIDAYS AND LEAVES

A. Holidays

1. Full-Time and Part-Time Employees receive paid holidays based on their regularly scheduled hours, provided the holiday is observed on an employee's regularly scheduled workday.

School-Year Employees

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth (if it occurs during school year)
- Labor Day
- Indigenous Peoples' Day
- Veteran's Day
- Thanksgiving and the day following
- Christmas

2. MBUs who are required to work on a scheduled holiday are paid at one-and-one-half times their regular rate.

B. Sick Days and Bereavement Leave

1. MBUs accrue leave days to be used in case of illness or injury or bereavement.
2. Effective at the beginning of the 2024-2025 school year MBUs who are regularly scheduled to work at least 20 hours per week will be credited with eight days of leave (in addition to any balance carried forward) at the beginning of the school year. On January 1, MBUs will be credited an additional seven (7) days of sick and bereavement leave. Any MBU hired after a credit date will receive a pro-rated amount of sick and bereavement leave.
3. Employees may accumulate up to 120 leave days; any days over this amount are forfeited.
4. If an MBU has exhausted available sick and bereavement leave prior to January 1, the Superintendent may grant access to the remaining yearly allotment before the MBU accesses the Sick Leave Bank. The Association will be notified when such a request is made as well as the resulting decision.
5. Sick days are provided for MBUs when an illness or injury prevents them from performing their job duties. Sick days are pro-rated for Part-Time Employees based on their regularly scheduled hours compared to full-time.

6. Accumulated/unused sick days are not paid upon termination of employment. Sick leave reimbursement at time of retirement is available to MBUS who have:

- a. reached normal retirement age as defined by the Maine State Retirement System,
- b. worked in RSU#63 for twenty (20) consecutive years,
- c. shown evidence to the Superintendent no later than March 1st that they plan to retire from RSU#63 at the end of that school year, and
- d. have accumulated at least sixty (60) unused sick leave days.

MBU's who meet these requirements shall be reimbursed for thirty (30) days of sick leave at their final rate of pay. This provision is intended to retain employees.

7. Full-time and part-time MBUs may use up to five (5) days of sick and bereavement leave upon the death of an immediate family member. For purposes of this section, immediate family members include an MBU's spouse or domestic partner, child, parent, sibling/in-law, parent/in-law, grandparent or grandchild. An MBU must inform their supervisor as soon as possible of the death and the time to be taken, which typically includes the day of the funeral. MBUs may use up to one day per year as sympathetic leave as needed for bereavement upon the death of a person significant to the MBU who does not meet the definition of immediate family above. Bereavement days are pro-rated for Part-Time Employees based on their regularly scheduled hours compared to Full-Time.

C. Earned Paid Leave

1. Up to forty (40) hours of sick and bereavement leave may be used each year for absences that qualify as Earned Paid Leave as defined in Maine law.
2. Earned paid leave must be taken in one (1) hour increments.
3. The designated year for purposes of accrual and use shall be July 1 through June 30.
4. In general, planned earned paid leave should not be used for more than three (3) consecutive workdays.
5. Allowable Uses and Notice Requirements
 - a. Earned paid leave may be used for any purpose, but the notice requirements differ between planned and emergency purposes.
 - b. Planned Purpose: MBUs shall provide at least fourteen (14) days' advance, written notice to their supervisor to use earned paid leave for a purpose that can be planned. This notice requirement may be waived by the Superintendent. Non-emergency EPL will not be approved when the superintendent determines, based on an assessment of the circumstances specific to the MBU's assignment, that the leave would result in undue hardship to the District. EPL for a planned purpose will not normally be approved for more than 10% of Educational Technicians assigned to a school building and more than 10% of Cooks district-wide on any day. The 10% will be rounded up to a whole number of Educational Technicians or Cooks.

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- c. **Emergency Purpose:** Earned paid leave may be used for sudden emergency or other sudden necessity for which the employee does not have advance notice; is beyond the MBU's control to schedule; and is otherwise unforeseeable. In such cases, the MBU is required to notify their supervisor as soon as practicable in the circumstances, including a general statement of the need for the leave and will follow the same approval path as currently exists. The supervisor may request appropriate documentation demonstrating the necessity of using earned paid leave for emergency purposes.
 - 6. The employee will provide an appropriate explanation or reasoning demonstrating the necessity of using EPL for unplanned/emergency purposes. Employees may be asked to provide additional documentation upon request when an employee requests such leave for three (3) consecutive workdays or more, or if there is evidence of misrepresentation.
 - 7. Any MBU who does not use any Earned Paid Leave hours during a school year will receive a payment of one hundred fifty dollars (\$150.00) in the last pay for the Fiscal Year (end of June).

D. Military Leave

If an MBU requires time off from work to fulfill military duties, they will be treated in accordance with applicable requirements of state and federal laws. MBU's are expected to notify their supervisor and provide a copy of their orders as soon as possible.

E. Jury Duty

RSU #63 will not discriminate against employees who serve on jury duty. Employees will receive their regular pay but must submit their jury duty pay (less any expenses). Employees should submit a copy of their summons to their supervisor as soon as possible. Employees are expected to return to work when their presence at jury duty is no longer required.

F. Personal Leave of Absence

In special circumstances, RSU #63 may grant an unpaid leave of absence for a specified period of time. Personal leaves of absence must be requested in writing to the Superintendent. The granting of a personal leave of absence is at the sole discretion of RSU #63 and the terms for any personal leave of absence will be made in writing. Holidays will not be paid, and sick days will not accrue during a personal leave of absence lasting more than two weeks. If a personal leave of absence extends beyond one month, the employee shall be required to pay the full cost of health insurance for the remainder of the leave. An MBU who takes a personal leave of absence for six months or longer will not advance a step for that year.

G. Family and Medical Leave

MBU's are entitled to family and medical leave under the federal Family and Medical Leave Act (FMLA) or the Maine Family Medical Leave law when they meet all of the eligibility requirements of these laws. Confer with the District Business Office for eligibility criteria and procedural requirements. The MBU shall be required to use their accumulated sick and bereavement leave days during any FMLA leave.

1. Maine Paid Family Leave Program

MBUs are entitled to leave under the Maine Paid Family Leave program when they meet all the eligibility requirements of the law. The District and the MBU will each contribute 0.5% of wages for the premium for this program.

2. Family Care Leave

An employee may use sick leave for the purpose of caring for a sick parent, spouse, child, domestic partner, or for one whose closest living relative is the MBU, whether or not a resident with the MBU. This leave will run concurrent with any available leave under FMLA and does not qualify the MBU for days in the sick bank. Up to three (3) months of additional unpaid leave may be granted for this purpose. Additional unpaid leave may be granted at the discretion of the Superintendent.

H. Sick Leave Bank

1. A Sick Leave Bank, established by the Board, will be managed by the Superintendent and Business Manager. For purposes of reviewing sick bank applications by MBUs the Association will appoint two members.
2. The Business Office will be responsible for tracking donation, use, and available days in order to maintain an accurate and current count.
3. The Bank will be available to all Full-time and Part-time MBUs and all support staff referenced in the employee handbook (Administrative Assistants, Bookkeeper, Secretaries, Custodians, Bus Drivers, Van Drivers, and Mechanics).
4. Its intended use is for personal or family illness or injury (Family as defined under the Family Medical Leave Act, FMLA, and found in this Article X, Part II, Section E). The need must be verified by a doctor. The sick bank is not to be used for Parental Leave.
5. Each employee shall contribute one (1) day from their personal sick leave to the bank each year. An MBU may contribute a second day or opt out of contributing by informing the Business Office in writing by October 1 of each school year.
6. To qualify for application to the Bank an employee must have contributed to the Bank Balance within the current year.
7. To request use of days within the Bank, an employee must submit a request in writing to the Superintendent and the Association President(s) at least one (1) week before the leave can be used, except in emergencies where this requirement may be waived. Any waiver must be approved by both the two representatives of the Association and the Superintendent.
8. Sick bank leave use by an MBU must be approved by both the managing two members of the Association and the Superintendent.

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9. The maximum days allowed for use by an individual in any given year is 60 days or the Bank balance, whichever is lower. An MBU must exhaust their Earned Paid Leave and sick leave before using the Sick Bank.
 10. The maximum number of days within the Bank will be 150.
- I. In cases of an MBU absence due to a job-related injury, the District will pay to such MBU the difference between their salary and the benefits received under the Workers' Compensation Act for a period not exceeding the MBU's accumulated sick leave time. Such absences will be charged against the MBU's accumulated sick leave time in direct proportion to the sick leave salary paid by the District in relation to the benefits received under the Workers' Compensation Act (Example: Total absence=18 days. District pays one-third (1/3) of salary, Workers' Compensation pays two-thirds (2/3). Accumulated sick leave is reduced by six (6) days.)
 - J. Parental Leave
Parental Leave will be available to MBUs who are parents, adoptive parents, foster parents, and legal guardians or whose spouse or domestic partner is a parent, adoptive parent, foster parent, or legal guardian. Upon the birth, adoption, or fostering of a child, MBUs may utilize available Family Medical Leave (FML) leave for which they are eligible under the federal or state Family Medical Leave Act. This allows for up to a maximum of 12 weeks away from work in a 12-month period [fiscal year]. MBUs may use any of their accumulated sick and bereavement leave to receive up to eight consecutive calendar weeks (up to 40 workdays) of paid time concurrent to the Family Medical Leave. After eight weeks or exhaustion of accrued sick leave, whichever comes first, the MBU can take the remainder of their available FMLA time in an unpaid leave status. The MBU will initiate the leave according to the RSU 63 Policy on Family Leave Administrative Procedures. MBUs are requested to provide notice as soon as possible before the use of parental leave for budgeting and planning for teacher coverage.
 - K. Unpaid Parental Leave
Up to six (6) months in duration, may be granted to an MBU, to run concurrently with Parental Leave granted under the State and Federal Family Medical Leave Act (FMLA), after six (6) months of service and when accompanied by a written statement from her their physician indicating the anticipated date of birth.
 - L. Temporary Leaves of Absence
Additional personal leaves may be granted, without pay, upon approval of the Superintendent.

Article XII
Educational Assistance

A. EDUCATIONAL ASSISTANCE PROGRAM

1. Employees who have been continuously employed for at least one year are eligible for financial assistance to enhance skills and knowledge related to their current job or a job in RSU #63. Employees who intend to take an undergraduate or graduate course from an accredited post-secondary institution that is related to their current job or a job in RSU #63 must receive approval from the Superintendent in advance. Priority will be given to courses for certification purposes and degree programs.
2. RSU #63 will provide reimbursement of tuition and fees up to the University of Maine rate and up to \$200 for course materials for one course per year, at the undergraduate or graduate tuition rate as applicable. Part-Time Employees who are regularly scheduled to work at least 20 hours per week are eligible for a pro-rated benefit.
3. Reimbursement for coursework will be under the following conditions:
 - a. The courses are approved by the Superintendent, taken, completed, and related invoices are turned in within the same fiscal year period. For the purpose of reference, the District's Fiscal Year (FY) is July 1 – June 30.
 - b. The courses are approved by the Superintendent in advance of taking the courses on forms provided by the Superintendent.
 - c. The courses are successfully completed with a grade of B or better or Pass in a Pass/Fail course.
 - d. Tuition receipts and official transcripts are submitted to the Superintendent thirty (30) days after the course ends and prior to the end of the FY in which the courses were approved unless otherwise authorized by the Superintendent.
 - e. The courses are for re-certification or a relevant degree beneficial to the District or, in the opinion of the Superintendent, advance the educational goal of the District.
 - f. Reimbursement whenever possible will be paid directly to the educational institution from which the employee has taken the course.
 - g. The District will make available at least \$12,500 per year for all educational assistance for MBUs, including individual courses and the teacher certification program. This would not all be spent if there are not enough requests for courses or viable applications to the Teacher Certification Pipeline plan. The District may spend more than this amount at its sole discretion if there are more viable applications and the funds are available within the budget.
4. If the educational institution requires payment prior to completion of the course, the Superintendent may grant approval for employee reimbursement for the course provided the course and reimbursement are approved prior to registration and proof of payment is submitted. The MBU will reimburse RSU #63 if a grade of B is not achieved and/or no transcript of course completion is provided.

Reimbursement will be via paycheck deduction if not provided by the employee within one month of course completion.

5. MBUs who attend out-of-district seminars, conferences, or workshops with prior approval of the Superintendent may be reimbursed for the actual cost of registration and travel at the State of Maine mileage rate as of July 1 of each fiscal year.

B. TEACHER CERTIFICATION PIPELINE PROGRAM

1. An MBU who has completed at least one year of service in the District may apply to enter the Teacher Certification Pipeline program by March 15 of any year. The MBU submits a plan for how to achieve certification within 3 years. The plan will include the school level (e.g. elementary, middle), specialty (if applicable), and the intended school of enrollment. It will also show how the courses will meet graduation and certification requirements. The MBU will sign to agree to terms of the program including repayment requirements. The application is subject to Superintendent approval. The MBU will be notified of approval by July 1.
2. Continued funding for the 3-year period will be a priority use of the funding available for Educational Assistance. It is the intention of the District to continue funding for approved program participants for the full 3-year period.
3. The Superintendent may limit the number of participants for financial reasons if the District has met the funding commitment in Section A(3)(g). or for lack of anticipated need for certified teachers. An individual application may be denied based on the MBU's performance in their current position or lack of a realistic plan. The plan will be reviewed each spring and may be modified for the coming year at the mutual agreement of the MBU and Superintendent.
4. The MBU may take up to 3 courses per year (one per semester, not more than one in a fall or spring semester or two in summer). Tuition and mandatory fees will be paid up to UM instate rate, at the undergraduate or graduate tuition rate as applicable. The MBU will be responsible for required books and course materials. Requires grade of B or better, or MBU will pay back.
5. Repayment requirements:
 - a. The MBU will be required to repay tuition and mandatory fees for courses in excess of one per year during participation in the program in the following circumstances: This requirement may be waived by the Superintendent for hardship or matters outside the MBU's control. In such cases the President of the Association will be notified.
 - i. The MBU voluntarily resigns before completing the certification program;
 - ii. The MBU is offered a teaching position in the District for which they are

certified and declines the offer;

- iii. The MBU is not offered an available teaching position in the District for which they are certified and a person from outside the District is hired and the MBU resigns after less than one additional years of work.
 - iv. The MBU does not complete the agreed upon plan or is not granted certification by the State after completing the educational program and resigns after fewer than three additional years of work.
 - v. If an MBU resigns after fewer than three additional years of work but more than one, they will owe a pro-rated amount of tuition, fees, and materials.
 - vi. In the event an MBU is offered a teaching position outside the District, and they have not been offered a teaching position within the District, the pro-rated repayment obligation will be further halved.
6. This is an experimental plan. It will be reviewed by the District and Association representatives each year starting in 2026 and may be amended as needed or discontinued through a Memorandum of Understanding.

ARTICLE XIII
JOB POSTINGS, INVOLUNTARY TRANSFERS, REASSIGNMENTS

- A. An employee assigned the duties of a substitute teacher for a full day (either in their assigned room or another) with the sole responsibility for the classroom shall receive their normal pay or the equivalent of current substitute pay, whichever is greater. If an MBU who is acting as a substitute lead teacher is required to work through their thirty (30)-minute break, they will be paid for that time.
- B. Whenever a job opening occurs for any Ed Tech or long-term substitute position within the District, it shall be posted internally three days before being advertised outside the District. Such posting shall be accomplished by placing notices on designated bulletin boards accessible to all employees, by utilizing the Department's website, as well as broadcast email to employees using the District's e-mail system. Ed Techs within the District will make known in writing their wish to be reassigned and those who apply will receive a review of credentials and an interview.
- C. If an employee is involuntarily transferred to another position, a minimum of three (3) working days' notice shall be given to the transferred employee whenever possible.
- D. Any Ed Tech who is appointed to a long-term substitute position as a teacher shall have the right to return to their former position at the conclusion of the substitute assignment. The employee shall retain all accumulated benefits and seniority during the term of the reassignment.

ARTICLE XIV DISCIPLINE

- A. To assure effective operations and provide the best possible work environment, RSU #63 expects employees to follow rules of conduct and ethics that will protect the interests and safety of all students, employees, and RSU #63. While it is not possible to list all the forms of behavior that are unacceptable in the workplace, employees will be disciplined for any behavior that is unsafe, detracts from any employee's ability to work, or is not in RSU #63's best interest. While in general disciplinary procedure will include progressive discipline, RSU #63 may deviate from progressive discipline based on the nature and severity of the employee's misconduct. Discipline may entail, written reprimands, suspension (with or without pay) and dismissal. Verbal counseling is not disciplinary; verbal counseling may be documented in supervisory notes.- After an MBU completes the probationary period, discipline or dismissal will be for just cause.

ARTICLE XV
DUTIES

- A. School duties shall be equitable amongst all Education Technicians (recess, lunch, before and after school duties, and any study halls) as assigned by the principal.
- B. Therefore, the Board and Association agree, that MBUs will not be required, but are encouraged, to perform the following non-professional duties:
 - 1. Chaperone dances;
 - 2. Attend after-school events;
 - 3. Be responsible for lunch, milk, insurance, banking, picture, or related money beyond the collecting, recording, and deposit of the same with authorized personnel within the school.

ARTICLE XVI
PROTECTION OF MBUs, STUDENTS, AND PROPERTY

- A. MBUs will not be required to work or perform tasks under unsafe or hazardous conditions. The Board will comply with applicable provisions of federal (OSHA), state, and local laws with respect to the safety and health of the employees in the workplace. No MBU will be required to work under conditions that unreasonably expose them to imminent risk of injury, death, or damage to their health. An MBU must immediately bring any claimed unsafe or unhealthy working conditions to the attention of a building administrator.
- B. The District shall replace or repair any necessary items of employees personal property, i.e. eyeglasses, wristwatches, contact lenses, and clothing which are damaged or destroyed in the performance of their duties. MBU's will exercise due caution in selecting clothing and accessories for work.
- C. Only when behavior presents an imminent risk of serious physical injury to the student or others, and only after less intrusive interventions have failed or been deemed inappropriate, may an MBU use reasonable force as is necessary to protect themselves from attack, from imminent danger, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- D. The Board will give full support, to the extent of insurance coverage, to the MBU in an action brought by parents or citizens against the MBU while acting in the discharge of their duties, except when there is a violation of established policy or state or federal law.
- E. The Board will give full support to the MBU, to the extent of insurance coverage, for any assault against the MBU while acting in the discharge of their duties, except when there is a violation of established policy or state or federal law, or if provoked by the MBU.
 - 1. MBUs will report to their immediate supervisor, or other immediate supervisor, as soon as possible, all cases of assault and battery suffered by them in connection with their employment.
 - 2. If a student presents dangerous, unsafe behavior towards an MBU, immediate supervisor will be notified. Additional precautions will be explored and implemented as appropriate and necessary to ensure the safety of students and MBUs.
 - 3. MBUs and Board will work together to comply with Maine State Dangerous Behavior laws.

ARTICLE XVII
MBU FACILITIES

- A. Each school will have the following facilities:
1. A work area, whenever possible, containing adequate equipment and supplies to aid in the performance of responsibilities.
 2. A furnished room will be reserved for the exclusive use of school personnel as a faculty/staff room. Although MBUs will be expected to exercise reasonable care in maintaining the appearance and cleanliness of the faculty/staff room, it will be regularly cleaned by the school's custodial staff.
 3. A serviceable desk, chair, and filing cabinet as needed for performance of duties.
 4. Well-lit and cleaned restrooms, separate from the students' restrooms.
 5. Adequate parking facilities.
 6. Suitable closet space somewhere in the building for MBUs to store outerwear and suitable secure storage space in the MBUs' room for personal articles.
 7. Copies, exclusively for each MBU's use, of all texts used in each of the courses they assist in teaching, if applicable.
 8. Materials and supplies to fulfill their responsibilities and work duties.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, such provision or application will not be deemed valid and effective, but all other provisions or applications will continue in full force and effect. This Agreement will not be modified in whole or in part by the parties except in an instrument, mutually agreeable to both parties, in writing, and executed by both parties.
1. Copies of this Agreement will be made available within thirty (30) days after the Agreement is signed and presented to all MBUs covered by this Agreement now employed and hereafter employed by the Board.
 2. Whenever any notice is required to be given by one of the parties of this Agreement to the other party, pursuant to the provisions of the Agreement: if by the Association, notice will be given to the Chairman of the Board and a copy to the Superintendent. If by the Board, notice will be given to the Association in care of its President.
- B. MAINTAIN STANDARDS
1. The duties of any MBU, or the responsibilities of any position in the negotiated agreement, will not be altered or increased without prior discussion with the MBU. Upon request, the Board agrees to negotiate the impact of any change on the working conditions of MBUs.

ARTICLE XIX
DUES DEDUCTIONS

- A. The Board agrees to deduct, in twenty-one (21) or twenty-six (26) installments from MBUs' salaries, money for local, state, and national Association dues, and to deduct for such local, state, and/or national services and programs as are currently in existence at the writing of this contract as said MBUs individually and voluntarily authorize the Board to deduct, and to transmit the moneys promptly to such Associations. The Association will certify to the Board in writing, the current rate of state and national membership dues. In the event the state and/or national Association changes the rate of its membership dues, the local Association will give the Board and the Association's membership written notice prior to the effective date of such change.
- B. The Association will indemnify and save the Board harmless against all claims and suits that may arise by reason of any action taken in making the deduction of membership dues and remitting the same pursuant to this article.

ARTICLE XX
DURATION OF AGREEMENT

This Agreement will be effective as of December 9, 2024, except as otherwise specified herein and will continue in effect until August 31, 2027. All items in this contract will remain in full force for the duration of the Agreement.

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

Regional School Unit No. 63
Education Association

By Jamanta A. Bedon
President

Regional School Unit No. 63
Board of Directors

By [Signature]
School Board Chair

By [Signature]
Superintendent

Dated this 9 day of December, 2024

Dated this 16th day of December, 2024

Schedule A Wage Schedule

The Wage Schedule is effective at the beginning of the 2024-2025 school year. If any MBUs' hourly rate is below the minimum required by Maine State Law, that MBU's rate will be changed to the required minimum rate.

FY25								
Step		Cook		Ed Tech I		Ed Tech II		Ed Tech III
0		\$ 17.00		\$ 17.40		\$ 17.80		\$ 19.86
1		\$ 17.30		\$ 17.70		\$ 18.10		\$ 20.16
2		\$ 17.60		\$ 18.00		\$ 18.40		\$ 20.46
3		\$ 17.90		\$ 18.30		\$ 18.70		\$ 20.76
4		\$ 18.20		\$ 18.60		\$ 19.00		\$ 21.06
5		\$ 18.50		\$ 18.90		\$ 19.30		\$ 21.36
6		\$ 18.80		\$ 19.20		\$ 19.60		\$ 21.66
7		\$ 19.10		\$ 19.50		\$ 19.90		\$ 21.96
8		\$ 19.40		\$ 19.80		\$ 20.20		\$ 22.26
9		\$ 19.70		\$ 20.10		\$ 20.50		\$ 22.56
10		\$ 20.00		\$ 20.40		\$ 20.80		\$ 22.86
11		\$ 20.30		\$ 20.70		\$ 21.10		\$ 23.16
12		\$ 20.60		\$ 21.00		\$ 21.40		\$ 23.46
13		\$ 20.90		\$ 21.30		\$ 21.70		\$ 23.76
14		\$ 21.20		\$ 21.60		\$ 22.00		\$ 24.06
15		\$ 21.50		\$ 21.90		\$ 22.30		\$ 24.36

FY 2026								
Step		Cook		Ed Tech I		Ed Tech II		Ed Tech III
0		\$ 17.55		\$ 18.31		\$ 18.56		\$ 20.60
1		\$ 17.95		\$ 18.71		\$ 18.96		\$ 21.00
2		\$ 18.35		\$ 19.11		\$ 19.36		\$ 21.40
3		\$ 18.75		\$ 19.51		\$ 19.76		\$ 21.80
4		\$ 19.15		\$ 19.91		\$ 20.16		\$ 22.20
5		\$ 19.55		\$ 20.31		\$ 20.56		\$ 22.60
6		\$ 19.95		\$ 20.71		\$ 20.96		\$ 23.00
7		\$ 20.35		\$ 21.11		\$ 21.36		\$ 23.40
8		\$ 20.75		\$ 21.51		\$ 21.76		\$ 23.80
9		\$ 21.15		\$ 21.91		\$ 22.16		\$ 24.20
10		\$ 21.55		\$ 22.31		\$ 22.56		\$ 24.60
11		\$ 21.95		\$ 22.71		\$ 22.96		\$ 25.00
12		\$ 22.35		\$ 23.11		\$ 23.36		\$ 25.40
13		\$ 22.75		\$ 23.51		\$ 23.76		\$ 25.80
14		\$ 23.15		\$ 23.91		\$ 24.16		\$ 26.20
15		\$ 23.55		\$ 24.31		\$ 24.56		\$ 26.60

FY 2027						
Step		Cook		Ed Tech I		Ed Tech III
0		\$ 18.43		\$ 19.23		\$ 21.84
1		\$ 18.83		\$ 19.63		\$ 22.24
2		\$ 19.23		\$ 20.03		\$ 22.64
3		\$ 19.63		\$ 20.43		\$ 23.04
4		\$ 20.03		\$ 20.83		\$ 23.44
5		\$ 20.43		\$ 21.23		\$ 23.84
6		\$ 20.83		\$ 21.63		\$ 24.24
7		\$ 21.23		\$ 22.03		\$ 24.64
8		\$ 21.63		\$ 22.43		\$ 25.04
9		\$ 22.03		\$ 22.83		\$ 25.44
10		\$ 22.43		\$ 23.23		\$ 25.84
11		\$ 22.83		\$ 23.63		\$ 26.24
12		\$ 23.23		\$ 24.03		\$ 26.64
13		\$ 23.63		\$ 24.43		\$ 27.04
14		\$ 24.03		\$ 24.83		\$ 27.44
15		\$ 24.43		\$ 25.23		\$ 27.84

