

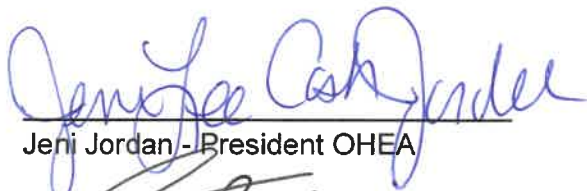
MEMORANDUM OF AGREEMENT
BETWEEN
THE MSAD #17 BOARD OF DIRECTORS
AND
THE Oxford Hills EDUCATION ASSOCIATION

This Memorandum of Agreement is made and entered into this 24 day of July, 2024, by and between the MSAD#17 Board of Directors (the "Board") and the Oxford Hills Education Association (the "Association") (collectively, the "parties") to reflect their mutual understanding of the agreed upon clarifications to their current collective bargaining agreement in light of any impact that the novel coronavirus may have on the wages, hours, and working conditions of staff represented by the Association.

WHEREAS, the parties are covered by the terms of a Collective Bargaining Agreement, which expires on the last work day of the 23-24 work year (the CBA) and covers certified professionals (references to "staff" in this MOU means staff covered by the CBA)

WHEREAS, through mutual negotiation, the board and the association has removed the lane within the contract titled "Hired before 2018", the board will place all employees who were working under that lane into the single lane pay scale at their experience level dictated by the new scale.

By signing this memorandum, all parties affirm that they have read it carefully and are signing it voluntarily with full knowledge of its significance. The parties agree that it will not be cited by either party as a precedent, past practice, or contract interpretation in connection with any future issue and that it does not establish a status quo for their upcoming successor negotiations and that it does not constitute a waiver of the rights under Article 2, Paragraph A.



Jeni Jordan - President OHEA



Dennis Boyd Jr - Chief Negotiator OHEA



Troy Ripley - Chair, MSAD 17 Board



Dr. Heather Manchester - Superintendent

AGREEMENT BETWEEN THE

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

AND

OXFORD HILLS EDUCATION ASSOCIATION

FOR A UNIT OF

**EDUCATIONAL TECHNICIANS II & III
(ED TECH II & III)**

FOR THE SCHOOL YEARS

2024-2027

TABLE OF CONTENTS

NUMBER OF ARTICLE	NAME OF ARTICLE	PAGE NUMBER
--	Preamble	1
--	Witnesseth	1
1	Recognition	1
2	Scope of Agreement	1-2
3	Grievance Procedure	2-3
4	Employment	4-5
5	Leaves	5-9
6	Personnel Files	9
7	Vacancies	10
8	Tuition Reimbursement	10
9A	Health Benefits	11-13
9B	Dental Insurance	13
10	Salary	13-15
11	Distribution of Agreement	15
13	Miscellaneous Provisions	15
14	Non-Discrimination	15
15	Duration of Agreement	15-16
--	Ed Tech II Scale	17
--	Ed Tech III Scale	18
Appendix A	Just Cause Standards	19
Appendix B	OHEA Grievance Form	20

PREAMBLE

Agreement entered into this 11th day of June, 2024 by and between the Oxford Hills Educational Technicians II & III (Ed Tech II & III) by their duly authorized bargaining agent, the Oxford Hills Education Association, hereinafter called "the Association," and the Board of Directors, hereinafter called "the Board" of the Oxford Hills School District, hereinafter called "the District."

WITNESSETH

WHEREAS, the Association has represented to the Board that they have been duly authorized by the Oxford Hills Ed Techs II & III to negotiate with the Board with respect to wages, hours, working conditions, and contract grievance arbitration; and

WHEREAS, the Board and the Association have reached certain understandings which they desire to confirm in this Agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

The Board recognizes the Association as the sole and exclusive representative pursuant to 26 M.R.S.A. 962 (6) for Ed Techs II & III.

ARTICLE 2 - SCOPE OF AGREEMENT

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

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

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

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

5. Any individual arrangement, agreement or contract, hereafter executed, shall be expressly made subject to, and consistent with, the terms of this Agreement. If such an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

6. If any provision of this Agreement, or any application of the Agreement to any Ed Tech II & IIIs or group of Ed Tech II & IIIs shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 3 - GRIEVANCE PROCEDURE

1. Declaration of Basic Principle

a. The function of this procedure is to assure proper and equitable treatment under the terms and conditions of this Agreement. It is not designed to be used for changing or modifying any part of this Agreement.

b. Every employee shall have the right to present a grievance in accordance with the procedures provided below, free from interference, coercion, restraint or reprisal, and shall have the right to be accompanied by a spokesperson, representative or counsel of their own choosing at all stages of the grievance procedure, except that they may not be represented by a representative or an officer of any teacher organization other than the Association.

2. Definitions

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

b. grievant - A Grievant may be either an individual employee or a group or class of employees.

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

3. Informal Procedure

A grievant must discuss a grievance with the appropriate administrator. Such discussion must take place with the objective of resolving the matter informally within fifteen (15) days of the date of the occurrence giving rise to the grievance.

4. Formal Procedure

a. Step One - Appropriate Administrator

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

b. Step Two - Superintendent

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

c. Step Three - Board

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

d. Step Four - Arbitration

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

The arbitrator is without authority to render a decision which requires the commission of an act prohibited by state law or violative of the terms of this Agreement. All costs for the services of the arbitrator shall be borne equally by the parties.

5. Miscellaneous

a. A grievance which shall affect a group or class of employees, or employees at more than one school, or is a matter over which the appropriate administrator has no authority, may be initiated at step two.

- b. No written document or record relating to any grievance shall be filed in the personnel folder of any employee.
- c. The time limits set forth herein may be extended in writing by mutual agreement of the parties.
- d. All grievances filed shall include the nature of the grievance, the article(s) of the contract that are applicable, the date, time, and place of occurrence, all to the extent known at the time of filing. The name of the grievant, the name of the representative of the group or class and the remedy sought shall also be included.
- e. If a grievance is not filed and processed in accordance with the procedure and time limits specified herein, the grievance shall be deemed waived.
- f. At no point prior to an official grievance hearing or meeting of the Board, shall the Ed Tech II or III concerned, other Ed Tech II or III's, Association representative or administrators discuss informally with members of said Board or any one of them, the subject of the employee's grievance or matters relating to the substance of the grievance.

ARTICLE 4 - EMPLOYMENT

- 1. Ed Tech II & IIIs shall be notified of their employment status, including job assignment, location and salary by July 31st of each year of the bargaining agreement.
- 2. Assignment of an Ed Tech II & III as a substitute teacher for a full day will be made after reasonable efforts have been made to obtain a qualified substitute.
- 3. Ed Tech II & IIIs shall be entitled to one-half hour of duty-free unpaid lunch daily. During this time, they shall not be responsible for the supervision of students. Ed Tech II & IIIs may leave the building during lunch after notifying the office. If the employee does not receive the lunch as required by the supervisor, the employee shall be compensated ½ hour of pay in the subsequent pay period.
- 4. Ed Tech II & IIIs are to be scheduled for one (1) ten (10) minute break in the morning and one (1) ten (10) minute break in the afternoon.
- 5. Ed Tech II & IIIs will work all student days and-a total of 3 workshop days and other days deemed necessary by the Superintendent or designee, with compensation. If there are changes, a 60 day notice will be given.
- 6. Ed Tech II & IIIs who work more than 176 work days in any one school year, shall be compensated pursuant to Article 10, C.3.

7. An Ed Tech II & III's normal work week shall not exceed thirty two and a half (32.5) hours, except as otherwise required by the Superintendent or Designee. Note: Timecards will be used.

8. In the event that any Ed Tech II & III positions are abolished, the following factors shall be given due consideration in determining who is to be laid off or transferred:

- a. The needs of the District as determined by the Board or its designee.
- b. Job performance as described in evaluations.
- c. Length of service as an Ed Tech II or III in the District.

Order of recall shall be based upon the above criteria. The right of recall shall exist for two years after layoff.

9. No seniority rights shall be lost as a result of layoff, and all unused accumulated benefits and rights shall be restored to a recalled employee for up to two (2) years from the effective date of the layoff. Time on layoff shall not be credited for seniority purposes.

10. No employees shall be subject to discipline, including written reprimand, suspension, demotion, or discharge, without just cause. The Association shall be given prompt notice of the imposition of any discipline. See Appendix A, "Just Cause Standards".

11. A seniority list will be updated within thirty (30) days of the beginning of each year and updated at least thirty (30) days prior to any layoff.

12. Credit for previous experience will be granted at the discretion of the Superintendent.

13. An Ed Tech II or III who has been laid off and has exhausted his/her personal days may request up to 3 days for the purpose of interviewing for other positions and the time will be charged to accrued sick leave.

14. Building secretaries will not edit hours of employees after they are submitted (via paper or electronic timesheet) unless requested to do so by the employee or building administrator.

ARTICLE 5 - LEAVES

1. Sick Leave

a. Ed Tech II & IIIs shall be entitled to fifteen (15) days sick leave per year, accumulative in accordance with the table below:

Experience (Inclusive) Cap

0 - 10 years	11 – 19 years	20+
--------------	---------------	-----

120 days

128 days

135 days

- b. Once the maximum accumulation of 135 days is reached, the Ed Tech will have fifteen days added at the beginning of the year, and any unused days will be deleted at the end of the year, leaving a total of 135 days accumulated.
- c. Ed Tech II & III's shall be entitled to fifteen (15) days of absence annually charged to sick leave to care for an employee's spouse, significant other (live-in spousal type relationship), child, or parent who is seriously sick.
- d. Sick leave pay will be equal to the normal rate of pay for the normal work day of the employee.
- e. Employees must call their supervisor prior to the beginning of the work day and report that they are sick.
- f. The Superintendent reserves the right to require medical authentication of any sick leave claimed, including the right to suspend the sick leave until such authentication is received.
- g. Employees shall not be entitled to draw Worker's Compensation and sick leave pay at the same time. The District may require any employee on sick leave to apply for Worker's Compensation and take any such further steps as may be necessary to obtain the same. The District may also require the employee to perform light duty, should the employee be medically able to do so as certified by a qualified physician. The employee shall receive his/her regular rate of pay while performing light duty.

2. Sick Leave Pool

A sick leave pool shall be established for the benefit of Ed Tech II & III's who suffer catastrophic illness that is non-work related.

- a. One day of each Ed Tech annual sick leave shall be automatically donated to the sick leave pool unless the Ed Tech declines participation by written confirmation to the Superintendent by September 15. Each eligible contributing Ed Tech shall be a member of the pool and shall be eligible to withdraw days as provided in this section.
- b. Ed Tech II & III's enrollment in the pool shall be voluntary.
- c. Ed Tech II & III's who have accumulated the maximum number of sick days may elect to contribute up to three days annually to the pool without loss from their maximum accumulation,
- d. Addition to the pool must be made by September 15 of each school year. If the 15th is on a Saturday, it shall be the Friday before the 15th, and if the 15th is on a Sunday, it shall be the Monday after the 15th.
- e. No member shall be granted sick leave pool days until his/her own sick leave is down to five (5) days, but may not use pool days until his/her own sick days are exhausted.

- f. Members withdrawing sick days from the pool will not be required to replace the days withdrawn, except as a regular contributing member of the pool.
- g. At the close of the school year in June, all unused sick leave days will remain in the pool until the following September, at which time they will be added to the new pool for the ensuing year, but such accumulation shall at no time exceed 180 days.
- h. Would-be recipients of the sick leave pool shall submit a doctor's statement in evidence of extended illness or disability on the District's medical certification form.
- i. The Superintendent and the Association President shall jointly name the recipients of days from the pool, not to exceed thirty (30) days per recipient per year. In the event that the Superintendent and the President are unable to agree as to who shall receive days from the pool, the Board shall make the decision. Recipients may not apply for nor receive more than thirty (30) days per year.

3. Temporary Leaves of Absence

As of the beginning of the school year, Ed Tech II & IIIs shall be entitled to the following leaves of absence with full pay for each school year.

a. Bereavement Leave - Up to five (5) consecutive work days at any one time to attend the funeral and/or care for family business matters associated with the death of a spouse, significant other (live-in spousal-type relationship), child, grandchild, parent, sibling, parent-in-law, sibling-in-law, son-in-law, or daughter-in-law, and up to three (3) consecutive working days at any one time to attend the funeral of a grandparent, aunt, uncle, niece, or nephew. In special circumstances of a close relationship between the employee and the a deceased grandparent the Superintendent and the President of the Oxford Hills Education Association can agree to grant an additional two (2) days bereavement leave. One (1) additional day's leave will be granted for the purpose of internment, if held at a time distant from the death.

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

c. Professional Leave - Ed Tech II & IIIs shall be granted one (1) day per year paid leave of absence, apart from mandatory professional days, for professional improvement. Professional improvement may include, but not be limited to observations of classrooms

and programs, workshops, conferences, or courses as approved by the administrator designated by the Superintendent.

d. Leaves taken pursuant to this section shall be in addition to any sick leave to which the Ed Tech II & III is entitled.

4. Unpaid Leaves of Absence

a. A request for non-FMLA-qualifying unpaid leave must be submitted to the Superintendent one calendar week in advance of the beginning of the intended leave. Such request shall state the reason and whether or not the Ed Tech II & III has informed the principal of such request. Such requests must be in writing. The decision of the Superintendent will be final.

b. Ed Tech II & IIIs in the school district may request emergency leave without pay, in the event of an emergency situation creating unusual hardship.

c. Ed Tech II & IIIs with five (5) years or more in the school district may request emergency leave without pay in the event of an emergency situation creating hardship. No seniority rights or unused accumulated benefits will be lost for up to one year of leave.

d. Each such application will be considered individually, and the decision of the Superintendent and/or Board as appropriate, shall be final.

e. Time necessary for jury duty shall be granted without net loss in pay. An Ed Tech II & III who performs jury duty shall receive his/her regular salary from the school district. Said Ed Tech shall turn over to the district all money received for jury duty less reimbursement for travel expenses. Payment by the district is contingent upon the following: if an Ed Tech II & III is released from jury duty more than two (2) hours before the end of the scheduled work day, they will return to his/her duties at school. If the Ed Tech II & III has not turned over his/her jury duty pay by the second pay period after the last day of jury service, the district may withhold such monies due from the paycheck of the Ed Tech.

5. Child Bearing, Rearing or Adoption Leave

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

for childbearing leave at least thirty (30) days in advance of the commencement of leave, if possible.

- a. An employee who is pregnant and medically unable to work as certified by a licensed physician shall be eligible to utilize sick leave pay if available.
- b. The day following delivery, the staff member may elect to use up to 60 workdays of paid leave or whatever number of days employee has accrued for sick leave for the purposes of child bonding and rearing in accordance with FMLA allowable provisions.
- c. Adoptive Parent: Any employee adopting a child may receive similar leave as described above (Section C), which shall commence upon them receiving de facto custody of said child.
- d. Extension of Parental Leave: If an employee desires to request an extension of parental leave without pay, said employee shall notify the Superintendent of Schools and confer with the Superintendent to determine mutually agreeable terms of the leave. An extended parental leave time without pay shall not count toward increment credit on the pay scale; however, an employee returning to employment from parental leave shall be entitled to all benefits accumulated prior to the leave.
- e. Disabilities: Disabilities arising from pregnancy in the absence of a request for an extended parental leave without pay, or prior to or following a parental leave shall be treated the same as other disabilities.

ARTICLE 6 – PERSONNEL FILES

1. An Ed Tech II & III shall have the right, upon written request, to have an appointment to review the contents of his/her personnel file in the presence of the appropriate administrator. The appointment to view the file must be scheduled within three (3) business days of the request. An Ed Tech II & III shall have the right to have a copy made of the materials in the file. The first copy of any item will be at no charge to the Ed Tech II & III. Each copy thereafter shall be at the Ed Tech II & III's expense.
2. No material pertaining to the Ed Tech II & III's conduct, service, character, or personality shall be placed in the file unless the Ed Tech II & III has had an opportunity to review such material. The Ed Tech II & III shall acknowledge that they have reviewed such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Ed Tech II & III may submit a written answer to such material and said answer shall be initialed by the Superintendent or his/her designee. All written responses to such material must be submitted to the Superintendent within fifteen (15) school days from receipt of the copy of the material to be included in the file. In the event that less than fifteen (15) school days remain in the school year, all written responses must be submitted to the

Superintendent within fifteen (15) business days of the receipt of the copy of the material.

3. The Board agrees to protect the confidentiality of the personal references, academic credentials and other similar documents, and it shall not establish separate personnel files which are not available for the Ed Tech II & IIIs inspection.

ARTICLE 7 – VACANCIES

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

2. When a position becomes available in the bargaining unit, an interview shall be provided for all members of the bargaining unit who apply for the position provided they are authorized and qualified for the position. One interview will be granted for similar positions in the same building.

3. It shall be the responsibility of the Ed Tech II or III to notify the employer that they are authorized.

ARTICLE 8 – TUITION REIMBURSEMENT

1. Ed Tech II & IIIs shall receive an amount not to exceed the University of Maine resident tuition rate for each credit hour taken during the term of this Agreement. Such payment shall be limited to nine (9) hours per year for courses that will benefit the District and are relevant to job assignment as approved by an administrator designated by the Superintendent.

2. An Ed Tech may elect to have two (2) courses prepaid pursuant to the procedures in Section C - Educational Loan Advance Program below.

3. Educational Loan Advance Program

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

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

c. Receipt of such educational loan/advancement must have prior written approval of the Superintendent as provided in section B above. If an employee fails to provide written grade notification to the Superintendent within thirty (30) days from the grade

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

d. Should the employee cease employment with the District, within two (2) calendar years of receiving tuition reimbursement, they shall repay the District in the amount of the reimbursement.

ARTICLE 9A - HEALTH BENEFITS

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

2. The Board may offer additional health plan options from other health plan providers to Association members in order to provide a broad selection of choice and premium costs. The district must offer plans as outlined in Article 9A part 1 as three of the available options. The District will fund 80% of the premium for such alternative plans.

3. If both spouses are employees of M.S.A.D. #17, the District shall pay 100% of the Choice Plus (two adults or family). The dollar amount of premium contributed by the District for Choice Plus may be applied to payment of premiums for individuals that select the MEA Standard Plan. In the event that the premium cost structure makes it less costly to pay 100% for two separate single plans as opposed to the premium cost for the two-adults plan the district may elect that option. In addition, if both spouses are employees of M.S.A.D. #17 prior to and including August 27, 1999, the Board will reimburse the employees for costs they incur for hospital inpatient, outpatient up to \$400 per person/\$800 per family. Also, the Board will reimburse for accidental injuries up to \$400. The intent of this language is to continue this benefit for those District employees receiving it under a previous agreement.

4. If a District employee has a spouse enrolled in a two person or family plan not provided by the District, the Board shall not provide insurance coverage for that employee. Each new enrollee in a District insurance plan shall sign a certificate that they are not covered by another two person or family plan and will terminate enrollment

in the District plan if they become covered by a plan not provided by the District. The Board may recover any amount accepted in violation of this provision in a civil action.

5. The District shall pay for x-rays and physicals by a school physician when required by the District as a condition of employment. Also, the District shall provide Workers Compensation as required by law.

6. Cash-in-Lieu Option

Employees will be given an opportunity under the terms of the flexible benefit plan to elect no medical coverage. If an employee elects no medical coverage or reduces coverage from the coverage the employee had on June 1, and documents that they are otherwise covered by another employer-sponsored group health plan or a federal or state-sponsored plan (other than a "health insurance exchange" under the "Affordable Care Act"), provided that the employee is still eligible for the higher level of coverage they had on June 1, the Superintendent will reimburse the employee up to \$4,000 for any school year for the premium cost the Board saves as a result of the election of no coverage. The cash payments under this provision are taxable income and shall be paid to the employee's not later than June 30th of each year.

In order to receive this benefit, a participating employee must sign an annual form certifying that they are eligible for the higher level of insurance coverage. When an employee's level of coverage is reduced because of a change in eligibility or a qualifying event such as divorce, or when the dropped insurance is covered by the Board-provided insurance of another M. S. A. D. #17 School Department employee, this provision shall not apply. An election to receive cash-in-lieu of dropped or reduced coverage may be made only during the annual Open Enrollment period.

In order to receive the reimbursement under this cash-in-lieu program, the program must generate sufficient funds to be self-supporting. Self-supporting means that the number of new participants enrolled in this option is sufficient to result in health insurance cost savings equal to the cost of this cash-in-lieu program. The self-supporting cash-in-lieu option will be considered each year of this contract.

7. Medical and Dependent Care Reimbursement Accounts

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

b. The Medical Expense Reimbursement Plan and Dependent Care reimbursement Plan will be established in conformity with the provisions of Section 125 of the Internal Revenue Code. The annual limits are determined by IRS regulations.

c. The Section 125 (cafeteria) plan will be provided annually during the same annual enrollment period for health insurance. During the first implementation year, the enrollment period shall be determined by the vendor for these accounts. Each employee will be notified of the opportunity to make changes in the amount of income that is to be deposited to either the Medical Expense Reimbursement Account (up to the maximum amount allowed under the Board's plan document) or the Dependent Care Reimbursement Account. Any unused balance remaining in an employee's account at the end of the plan year will be subject to the third party administrator's rules and procedures,

d. Pursuant to IRS requirements, the District has the financial obligation to cover the Ed Tech's designated annual medical reimbursement amount until deducted from the teacher's payroll. The parties agree that this obligation is not applicable to the Dependent Care Reimbursement Account.

ARTICLE 9B - DENTAL INSURANCE

Ed Tech's will have the option of purchasing MSMA Dental Insurance or comparable plan at their own expense, pre-tax dollars, through the District. In order to purchase group insurance they must meet the MSMA's minimum enrollment for the first year's participation.

ARTICLE 10 - SALARY

1. If an Ed Tech II or III is asked to substitute for the day they will be paid a flat fee of \$20 per day, or an additional \$30 per day will be paid for covering in a special ed program.

2. The Board reserves the right, upon the recommendation of the administration, to withhold an increment of increase as set forth in this schedule in case of unsatisfactory work.

3. Ed Tech II & III shall be paid their hourly rate for time beyond the contracted thirty two and a half (32.5) hours according to their hourly per diem rate of pay as approved by their supervisor.

4. Should an Ed Tech II & III be required to work beyond 178 days, they shall be compensated at no less than their hourly rate of pay.

5. In order to be credited for one (1) year of service, the Ed Tech II & III must have worked as an Ed Tech II & III ninety-one (91) full days in any one school year.

6. When an Ed Tech II & III is hired to work as a long term substitute teacher, they shall be paid their hourly rate, or at the prevailing per diem rate paid by the Board for substitute teachers, whichever is greater.

7. Ed Tech II & III who are regularly assigned to more than one building and who are authorized to use their own automobiles for such travel, shall be paid the maximum Internal Revenue Service allowable rate per mile before withholding must be taken. The rate will be figured from the first assignment of the day to the last assignment of the day.

8. The annual salaries of Ed Tech II & IIIs shall be paid in twenty-one (21) or twenty six (26) installments due every other Friday. Ed Tech II & IIIs opting for twenty-six (26) pays must notify the Superintendent's office by December 15th of the preceding school year. Once an Ed Tech II & III selects a pay option of 21 or 26 pays, they shall continue to be paid in that manner until further notice is made by the Ed Tech II & III.

9. Part-time employees shall receive benefits for which they are eligible in proportion to the time worked per day.

10. Any Ed Tech II & III retiring under Maine State Retirement from the District shall be paid for thirty (30) days of accrued sick leave at his/her per diem rate based upon their regular contracted salary for the last full year of employment. To be eligible for this benefit, the Ed Tech II & III must:

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

11. Retired Ed Tech II & III's who are receiving Maine State Retirement Benefits and have been re-employed by the District will be ineligible to participate in the District Insurance Plan, but will be eligible to have the Ed Tech II & III portion of MSRS health insurance premiums, minus the portion paid by the State of Maine, paid by the District.

12. Employees dismissed from their duties due to extraordinary circumstances (weather delay/dismissal or other factors determined by the Superintendent or their designee) resulting in the closure of school(s) shall receive their regular pay for that day.

13. Ed Tech II's & III's will be paid, at their hourly rate, for the holidays listed in the chart below:.

	FY25	FY26	FY27
Labor Day	9/2/24	9/1/25	9/7/26
Indigenous Peoples Day	10/14/24	10/13/25	10/12/26
Veteran's Day	11/11/24	11/11/25	11/11/26
Thanksgiving	11/28/24	11/27/25	11/26/26
Day after Thanksgiving	11/29/24	11/28/25	11/27/26
Christmas holiday 1	12/24/24	12/25/25	12/24/26
New Years Day	1/1/25	1/1/26	1/1/27
New Years Day 2	no 2nd day	1/2/26	1/2/27
MLK Day	1/20/25	1/19/26	1/18/27
President's Day	2/17/25	2/16/26	2/15/27
Patriot's Day	4/21/25	4/20/26	4/19/27
Memorial Day	5/26/25	5/25/26	5/24/27
Juneteenth *if in session	6/19/25	6/19/26	6/19/27

14. Ed Tech's who work in a program that requires Safety Care Training and are safety care trained will receive an additional \$1.00 per hour.

ARTICLE 11 - DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be posted on the school website within thirty (30) calendar days after the Agreement is signed. The Association shall be responsible for the initial distribution of the copies of the Agreement to members of the bargaining unit. The Board will present copies to any employees hired after the initial distribution of the Agreement. Job descriptions shall be distributed to Ed Tech II & III at the same time as the Agreement.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

Employee's who are issued electronic devices will be governed by the District's Acceptable Use Agreement.

ARTICLE 13 - NON-DISCRIMINATION

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

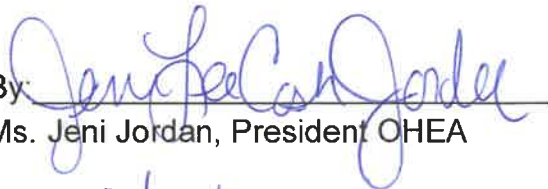
ARTICLE 14 - DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of the 2024-2025 school year and shall continue in effect until the last day before the start of the 2026-2027 school year, and thereafter until a successor agreement has been completed.

A. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and/or Chairpersons, attested to by their respective members all on the day and year noted below.

B. The attached signatures verify ratification by both parties.

Oxford Hills Education Association

By: 
Ms. Jeni Jordan, President OHEA

Date: 7/30/24

By: 
Mr. Dennis Boyd Jr., Chief Negotiator OHEA

Date: 8-7-2024

Oxford Hills School District Board of Directors

By: 
Mr. Troy Ripley, Board Chair

Date: 7/31/24

By: 
Dr. Heather Manchester, Superintendent

Date: 7/31/24

Ed Tech II Scale

Ed Tech II	FY25 (2.5%)	FY26 (2.0%)	FY27 (2.0%)
1	\$18.91	\$19.29	\$19.68
2	\$18.91	\$19.29	\$19.68
3	\$20.00	\$20.40	\$20.81
4	\$20.00	\$20.40	\$20.81
5	\$21.07	\$21.50	\$21.93
6	\$21.07	\$21.50	\$21.93
7	\$22.16	\$22.60	\$23.06
8	\$22.16	\$22.60	\$23.06
9	\$23.23	\$23.69	\$24.16
10	\$23.23	\$23.69	\$24.16
11	\$24.31	\$24.80	\$25.30
12	\$24.31	\$24.80	\$25.30
13	\$25.39	\$25.90	\$26.41
14	\$25.39	\$25.90	\$26.41
15	\$26.47	\$26.99	\$27.53
16	\$26.47	\$26.99	\$27.53
17	\$27.55	\$28.10	\$28.67
18	\$27.55	\$28.10	\$28.67
19	\$28.63	\$29.20	\$29.78
20+	\$28.63	\$29.20	\$29.78

Ed Tech III Scale

Ed Tech III	FY25 (2.5%)	FY26 (2.0%)	FY27 (2.0%)
1	\$19.54	\$19.93	\$20.33
2	\$19.54	\$19.93	\$20.33
3	\$20.62	\$21.04	\$21.46
4	\$20.62	\$21.04	\$21.46
5	\$21.70	\$22.13	\$22.58
6	\$21.70	\$22.13	\$22.58
7	\$22.78	\$23.23	\$23.70
8	\$22.78	\$23.23	\$23.70
9	\$23.86	\$24.34	\$24.83
10	\$23.86	\$24.34	\$24.83
11	\$24.93	\$25.43	\$25.94
12	\$24.93	\$25.43	\$25.94
13	\$26.01	\$26.53	\$27.07
14	\$26.01	\$26.53	\$27.07
15	\$27.09	\$27.63	\$28.19
16	\$27.09	\$27.63	\$28.19
17	\$28.18	\$28.74	\$29.32
18	\$28.18	\$28.74	\$29.32
19	\$29.25	\$29.84	\$30.44
20+	\$29.25	\$29.84	\$30.44

APPENDIX A: JUST CAUSE STANDARDS

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

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

APPENDIX B: OHEA GRIEVANCE FORM

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

Grievant Name(s): _____

School/Department: _____

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

Article _____ Section _____

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

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

Have you spoken to your Building Representative:

Yes _____ No _____

Date informal process completed: _____

Redress sought: _____

I will be represented in this grievance by: (check one)

Association _____ Myself _____ Other Party (please specify name/role): _____

Association grievance representative's name: _____

Association grievance representative's signature: (If the Association is representing the grievance, an Association representative must sign here.)

Date grievance submitted: _____

Grievance submitted to: _____

Grievance submitted by hand delivery _____ OR email _____

Signature of Grievant(s): _____

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

