

ARTICLE 1

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

Whereas, the School Board (hereinafter referred to as “Board”) and the Teachers Association (hereinafter referred to as “association”) desire to establish a Constructive, cooperative and harmonious relationship; to avoid any interruption or interference with the operations of the school; to promote effective learning and a quality of work like towards the accomplishment of the missions on the School; and to establish an equitable and peaceful procedure for resolution of differences;

Therefore, this Agreement by and between the parties is entered into as of September 1, 2026.

RECOGNITION

1. For the purpose of collective negotiations, the Board of Directors of Eustis School Department, hereinafter the “Board”, recognizes the Stratton Education Association, hereinafter the “Association”, as the exclusive representative of the teachers of Eustis School Department. The positions held by these teachers are such as to require them to hold appropriate credentials issued by the Maine Department of Education under its regulations governing certification of teaching personnel. The term “teachers” or “teaching personnel” shall not include Superintendent, Principals, Athletic Director, Director of Special Education, District Computer Coordinator, Secretaries, Educational Technicians, Teacher Aides, Tutors, Substitute Teachers, School Volunteers, Nurses, or Librarians.
- 1.2 The Association agrees to represent equally all such professional employees in the bargaining unit designated in 1.1 without discrimination and without regard to membership in the Association. Nor will this agreement in any way violate the Maine Municipal Employee Labor Relations Law.
- 1.3 The Board and the Association agree that they will not discriminate against employees on the basis of race, creed, color, gender, sexual orientation, physical or mental disability, Association activity, marital status, age, national origin, or any other characteristic protected by law.

It is recognized that sexual harassment in all its forms is a type of sexual discrimination and is unacceptable conduct. Sexual harassment will not be condoned or tolerated by the Association or the school district.

- 1.4 Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiation unit as above defined. The term “Board” when used hereinafter in this agreement shall refer to the employer represented by the Board of Directors of Eustis School Department. From this point on, except as otherwise specifically provided, the term “day” refers to a school day.
- 1.5 A. Salary
Employees shall be paid salaries as specified in Appendix A, Salary Schedule.
- B. Initial Placement and Progression
1. Incumbent employees shall move to the next higher step on September 1 of every year.
 2. For purposes of initial placement, new employees may be given year for year credit for equivalent experience.
 3. Length of service to determine eligibility for progression from step to step on the salary schedule shall be calculated from the employee’s date of hire.
 4. Employees who are eligible for lane change shall give notice to the Superintendent By January 15 and will change lanes effective September 1.

ARTICLE 2

TEACHER RIGHTS

- 2.1 Nothing contained herein shall be construed to deny or restrict any teacher such rights as he/she may have under the State of Maine school laws or other applicable laws or regulations. No teacher shall be disciplined, reprimanded, reduced in rank or deprived of professional advantage without Just Cause.
- 2.2 Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof, in a formal disciplinary proceeding, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or salary, then he/she shall be given prior written notice of the reason for such meeting or interview at least 24 hours prior to it taking place and shall be entitled to have representation of his/her own choosing present to advise and represent him/her during such meeting or interview. Any suspension of a teacher pending a hearing on charges shall be with pay. The hearing must be held within five (5) school days from the date of suspension.
- 2.3 No material derogatory to a teacher’s conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. This shall include materials generated from complaints or investigations by parents. The teacher shall acknowledge that he/she has had the opportunity to review such

material by affixing his/her signature to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such materials and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the filed copy.

- 2.4 A written reprimand shall not remain in effect for a period of more than twelve months from the date of the occurrence upon which a complaint or warning was based, provided that the employee has received no other written reprimands during said period. After a two year period of time, the written document shall be removed from the employee's file by mutual agreement by both parties.
- 2.5 Probationary teachers shall receive a minimum of two observations by the building principal for each of their probationary years following the teacher evaluation process as laid out by the Board of Directors.
- 2.6 It is understood by members of the Stratton Education Association that district email is not confidential. Email generated for and by teachers shall not be read by anyone without written authorization from the administration.

ARTICLE 3

SELECTION OF TEACHERS

- 3.1 The selection of teachers shall be invested in the Superintendent and the School Board as provided by State statutes.

ARTICLE 4

CURRICULUM PREPARATION

- 4.1 Consistent with budgetary requirements, the teachers, the principals, and the Superintendent shall plan the curriculum and select the textbooks, subject to the approval of the Board.

ARTICLE 5

ASSIGNMENT OF TEACHERS

- 5.1 The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil.
- 5.2 The length of the teacher day shall be a maximum of seven (7) hours, fifteen (15) minutes. Starting and ending times for each teacher shall be established by the Board.

- 5.3 As part of their professional responsibility teachers shall attend faculty meetings, curriculum meetings, and calendar professional days called by the administration. Teachers are expected to remain after school to assist any student who requests help.
- 5.4 Each teacher shall be assigned a twenty-five (25) minute duty-free lunch each day.
- 5.5 The assignment of duties shall be on a voluntary or rotating basis.
- 5.6 This agreement recognizes that certain duties will need to be performed by teachers in addition to their normal workload and, as such, should be compensated at the rate of \$30.00 per hour. Included under this language are the following extra duties and committee work:
- Parent meetings and IEP meetings before 7:30 a.m. and after 4:00 pm
 - Professional meetings to be defined as curriculum meetings, accreditation, staff development, implementing staff development, special committees formed by the administration, and re-certification meetings
 - Other activities approved by the Administration for the benefit of the district
- 5.6A Staff selection committees will not be eligible for compensation.
- 5.7 Part-time Work. The percentage of time a teacher works shall equal the percentage of the benefit package. At no time shall a shared position or benefits equal more than 100%.
- 5.8 In the event that the principal is out of school for the day, it is agreed that the covering teacher will be paid \$25.00 per day compensation.
- 5.9 Seniority and Reduction in Work Force:
- 5.9A Seniority shall be based on continuous years of full-time service with as of July 1, 2013, and the Eustis School Department. Part-time teachers will earn seniority in proportion to the percentage of their full-time status. (For example, a half-time teacher will earn a half year of seniority for each school year worked).
- 5.9B A seniority list shall be provided to the Association by the Superintendent and shall be posted in the teacher's room each year by November 1. The seniority list will list teachers by name and date of hire with Eustis School Department in descending order of seniority.
- 5.9C The Board will notify the Association when considering the elimination bargaining unit positions. The Board will provide the anticipated positions to be eliminated and the reasons therefore. The Board will meet and consult with the Association prior to making the decision to reduce the workforce. The

Superintendent shall provide at least ninety (90) days written notice to any teacher who is to be laid off. The Superintendent shall notify the Association of any teachers who are to be laid off or recalled.

- 5.9D When a teaching position is to be eliminated, the teacher to be terminated shall be determined on the basis of certification and seniority.
- 5.9E A teacher who has received notice of lay off due to reduction in force shall have ten (10) days to replace another teacher of lower seniority if the teacher has current professional certification for that position.
- 5.9F A teacher who receives notice of layoff shall be allowed to use up to three (3) days of accrued sick leave to apply and interview for other positions.
- 5.9G The Superintendent shall post a vacancy no later than five (5) working days after a prospective vacancy is known to exist and the Board has authorized the vacancy to be filled.
- 5.9H If, during the summer recess, a position is vacated or created, the Superintendent of Schools shall notify each teacher of the opening.
- 5.9I In the determination of requests for voluntary reassignment or transfer, the wishes of the teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school.
- 5.9J If an involuntary transfer or reassignment is necessary, a teacher's area of certification, major or minor field of study, and seniority in the district, shall be primary factors in determining which teacher is to be transferred or reassigned.
- 5.10 A teacher is eligible for recall within two (2) years of the effective date of layoff. All benefits to which a teacher was entitled at the time of layoff, including unused sick leave, and credits toward sabbatical eligibility, shall be restored upon return to active employment. Recall should be in reverse order of layoff, provided that the teacher has proper certification.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Definitions:

A "Grievance" shall mean a complaint by a teacher, teachers, or the Association because of violation, misinterpretation, or inequitable application of any of the provisions of this agreement.

A "Party in Interest" in the teacher or teachers or the Association making the claim and any person who might be required to take action or against who action might be taken in order to resolve the claim.

The "Grievant" is the teacher, teachers, or the Association making the claim. "Days" shall mean working school days, exclusive of Saturdays, Sundays, holidays, and storm days.

6.2 Time Limits:

A grievance to be considered under this procedure must be initiated by the grievant or the Association within fifteen (15) days after the grievant first knew or should have known of the events or conditions constituting the alleged grievance. Failure by the grievant to file or appeal a grievance to the next stop within the specified time limits shall be deemed to be acceptance of the decision rendered at that step unless the parties have mutually agreed in writing to extend the timelines to move the grievance. Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next stop, except at the Board level.

6.3 Expediency:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process. Time limits may be extended by mutual written agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

6.4 Procedure:

It is the goal of both parties to use a problem-solving process to identify and resolve issues at the informal level.

STEP 1 – ADMINISTRATOR

Any teacher who has a grievance shall discuss it first with his/her administrator in an attempt to Resolve the matter informally at that level. If the grievance is with the Superintendent of Schools, the teacher shall skip over Step One and discuss it with the Superintendent in an attempt to resolve the matter informally.

STEP 2 – FILING OF GRIEVANCE

After informal discussion, if the matter is not resolved to the satisfaction of the teacher he/she shall, within the time limits set forth in Sec. 6.2, set forth his/her grievance in writing to the administrator specifying:

- a. the nature of the grievance and the article of the contract violated;
- b. the remedy sought.

The president of the Association shall read the grievance and sign it, indicating the Association's support of the filing of the grievance and submit it to the administrator. The administrator shall communicate his/her decision to the teacher in writing within ten (10) days of the receipt of the written grievance.

STEP 3 – SUPERINTENDENT

The teacher may appeal the administrator's decision to the Superintendent of Schools, no later than ten (10) days after receipt of the administrator's decision. The appeal must be in writing, reciting the matter submitted to the administrator as specified above, and the teacher's dissatisfaction with decisions previously rendered.

The Superintendent shall meet with the teacher to attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) days. The Superintendent shall communicate his/her decision to the teacher and the administrator within ten (10) days following the conclusion of the attempted settlement.

STEP 4 – BOARD OF DIRECTORS

If the grievance is not resolved to the grievant's satisfaction, he/she may appeal the decision to the Board of Directors, within ten (10) days after receipt of the Superintendent's decision. This appeal shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the appeal to the Board within ten (10) days. The Board shall, within thirty (30) days after receipt of the appeal, meet with the grievant and his/her representatives in an attempt to resolve the grievance. The Board shall, within ten (10) days after such meeting, render its decision with the reason(s) in writing to the grievant.

STEP 5 – ARBITRATION

If the grievant(s) is/are not satisfied with the disposition of his/her grievance at **Step 4**, he/she may request the Association to file for Arbitration. If the Association determines that the grievance is meritorious and elects to submit the issue to arbitration, the Association shall, within **twenty (20) days** after receipt of the **Step 4** decision, notify the Board of its intent to request arbitration.

- a. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association

may request the American Arbitration Association (AAA) or the Labor Relations Connection to assist in the selection of an arbitrator.

- b. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this agreement, and shall confine any decision to the meaning of the specific written contract provision which gave rise to the dispute. The arbitrator shall be without power to make any decision which is contrary to the law, which requires the commission of an act prohibited by law, or which violates the terms of this Agreement. The arbitrator's decision will be binding upon both parties subject to judicial review as Provided by law.
- c. The arbitrator shall confer promptly with the representative of the Board and the representative of the Association shall hold further hearings with the aggrieved party and other parties in interest as he/she deems requisite.
- d. The arbitrator shall, within thirty (30) days of the hearing, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- e. The costs for the arbitrator shall be borne equally by the Board and the Association.

6.5 Miscellaneous:

Any resolution of a grievance must be consistent with the provisions of this agreement.

- a. It is understood that teachers shall continue to observe all assignments and applicable rules and regulations of the Board during and until such grievance, and any effect thereof, shall have been fully determined.
- b. Forms for filing grievances, serving notice, taking appeals, making reports and recommendations will be prepared.
- c. Any party in interest may be represented at all levels of the formal grievance procedure by a person or persons from the Association and/or legal counsel selected through the Maine Education Association.

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated representatives heretofore agreed to in this grievance procedure, except insofar as may be provided otherwise by the statutes of Maine.

ARTICLE 7

SCHOOL CALENDAR

- 7.1 The school calendar shall be set for up to 190 days. Teachers agree to work for their actual per diem rate for any calendar days above 181 days.

ARTICLE 8

LEAVES OF ABSENCE

Sick Leave

- 8.1 Teachers will be entitled to Twelve (12) days of sick leave per year accumulated to 181 days for personal or family illness. If a teacher is absent due to a personal illness, disability, accident or illness in the family in excess of five consecutive school days, the Superintendent may require the teacher to submit a statement certifying the reasons for this absence. Teachers will inform the administration as early as possible of any anticipated lost time due to surgery, pregnancy, etc. Teachers will schedule elective procedures for non-school days. Permission may be granted by the administrator in extenuating circumstances.
- 8.1A Teachers who have accumulated 181 sick leave days and do not use all of the days awarded them for the school year shall receive an incentive award of \$15.00 for each unused sick day, the amount of which will be awarded prior to the commencement of the school year.
- 8.1B Parenting Leave- Parental Leave: Up to 12 weeks can be taken after the birth or adoption of a child. Use of MPFML and/or with use of accrued sick time to make the employees pay whole.
- 8.1D Teachers who do not use any sick days for a school year shall receive an incentive award of at least \$100 for the school year, the amount of which will be awarded prior to the commencement of the following school year.
- 8.1 E New Hire Sick Day Adjustment: At the discretion of the superintendent, a new hire to Stratton School may be allotted up to 15 accrued sick days.

8.2 Abandonment of Position

A teacher who fails to return to his/her duties within one (1) week of the expiration of authorized leave or the period of time when school is not in session, without the

written consent of the Superintendent, will be deemed to have abandoned his or her position and to have resigned. This provision does not authorize the teacher to return late to his or her duties after the expiration of authorized leave or a period of time when school is not in session without possibly incurring penalties.

8.3 Death in the Immediate Family

A maximum of five (5) days will be granted to each teacher for death in the immediate family. The definition of the immediate family for the purpose of this policy shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother and father-in-law, sister and brother-in-law. If, in the opinion of the Superintendent, a relationship exists similar to that of the family relationship, this leave may be granted. The day or days shall not be deducted from sick leave.

8.4 EPL

- To be in compliance with Maine's Earned Paid Leave (Public Law 2019 Ch. 156) staff will be credited five (5) days of Earned Paid Leave.

Each teacher shall be credited with 5 EPL days per year (beyond the 12 sick days) accumulated to a maximum of five days to be used for personal/business reasons. A EPL day may be used at

the discretion of the teacher. A teacher planning to use a personal business leave day shall notify his/her principal (supervisor) at least one day in advance except in cases of emergency. Personal/business days shall be available for the practice of individual religious preferences.

8.4A The building principal may approve a EPL day requested to extend a vacation period. Vacations will be considered to be the five established school vacations: Thanksgiving, Christmas, February, April, and summer.

8.4B Teacher who wish to use three (3) or more EPL days consecutively must get approval from the Superintendent.

8.5 Jury Duty

Employees called to jury duty shall be granted leave with pay for the actual time required for the jury duty.

8.5A Time necessary when subpoenaed to appear in court, as a witness shall be granted with pay less any compensation received by the teacher for serving as a witness. Time necessary to appear in court as a litigant in non-job-related

cases shall be granted without pay. Time necessary to appear in court as a litigant in a case related to the job as covered by this contract shall be granted with pay.

8.6 Requests for Unpaid Leave of Absence

Other requests for leaves of absence for special reasons may be granted by the Board of Directors upon the recommendation of the Superintendent.

8.6A Requests for unpaid leaves of absence must be submitted whenever possible in writing sixty (60) days prior to anticipated dates of termination and resumption of teaching duties.

8.6B It is further agreed that said teacher taking an unpaid leave of absence must notify the Superintendent of his/her intentions to return to teaching by April 1st. Such leave shall not be considered a year of experience.

8.7 Illness Leave of Absence

After one (1) year of employment following a continuing contract, a teacher shall be granted an unpaid leave of absence up to one (1) year for personal illness in the family with written confirmation of rehire to the same position. It is further agreed that said teacher must notify the Superintendent of his/her intentions to return to teaching by April 1st. Such leave shall not be considered a year of experience.

8.8 Military Leave

Military leave without pay or any other benefits shall be granted to any teacher as Mandated by State or Federal Law.

8.8A A teacher required by official orders to attend National Guard, or other military reserve duty, during the school year shall receive pay for such period equal to his/her regular pay, minus the amount he/she received from the military for temporary service.

8.9 Sick Leave Bank

A sick leave bank (the "bank") has been established. Any withdrawal from the sick leave bank is for catastrophic illness only as verified by a doctor. A Sick Leave Bank Committee shall be composed of the Superintendent or his designee and a representative selected by the Association.

8.9A Each teacher must donate one day annually to the bank. During the first year of the

bank, teachers may donate up to five days in order to assist the bank to meet the 60-day maximum. During the first year, the Board will seed the bank with 30 days.

8.9B The Sick Leave Bank Committee will administer records pertaining to the bank.

Qualifications for Withdrawal of Sick Leave Bank Days

8.9D A teacher shall have used all of his/her sick leave days.

8.9E A doctor's certificate will be required as a prerequisite to withdrawing days from the bank.

8.9F Persons withdrawing sick leave days from the bank will not have to replace those days except as a regular contributing member to the bank.

8.9G Upon written request and approve of the Sick Leave Bank Committee, withdrawals may be made as follows:

Full-time teacher Maximum 30 days

Half-time teacher Maximum 15 days

One-quarter-time teacher Maximum 7 days

8.9H The maximum accumulation of sick leave bank days in the bank shall be sixty (60). Sick leave days in the bank at the end of one year will be carried forward to the next year. If, in any school year the number of days in the bank reaches sixty (60) as a result of teacher contributions to the bank, no further additions to the bank will be made that school year, and any sick leave days in excess of sixty (60) contributed by teachers as contributing members will be cancelled and will not be carried forward from one year to the next.

8.10 MPFML (Maine Paid Family Medical Leave)

The district agrees to pay 50% of the cost of the premium associated with the MPFML Program. Employees will pay 50% of the premium cost. Employees shall have their share of the premium deducted from their wages.

8.10A Sick time and other accrued leave may be used to make employees whole for the difference between benefits paid by the MPFML program and the employee's regular pay

ARTICLE 9

RETIREMENT PAY

- 9.1 Starting with new hires in the 23/24 school year, a teacher upon retirement, with (10) or more years teaching experience and (5) at Eustis School District and has accumulated 60 or more days of unused accumulated sick leave shall receive for such sick leave his or her per diem pay for up to 30 days of accumulated sick leave. For any teacher who has (20) or more years teaching experience at ESD shall receive for such sick leave his or her per diem pay for up to 40 days.

Also for budget reasons, teachers are required to notify the Superintendent of intent to retire on or before February 1st. Teachers should be mindful that Maine Public Employees Retirement System requires notification in a timely fashion to initiate benefits. In the event of unforeseen circumstances, the benefit may be payable at the Superintendent's discretion.

For the purpose of this paragraph, retirement means applying for and being eligible to begin receiving retirement payments (as distinguished from disability payments or return of contributions) as a retired teacher under the Maine Public Employees Retirement System. A teacher who leaves Eustis School Department to teach elsewhere shall not be eligible for this Eustis School Department retirement payment. The provisions of this paragraph will be strictly adhered to in the provision of this benefit.

ARTICLE 10

INSURANCE PROVISIONS

- 10.1 Flagstaff RSU/Eustis School Department (hereinafter the "District") shall provide at its expense, the following MEA Health Benefit program with MCR Major Medical Coverage (or reasonable equivalent) for each teacher who desires such protection. The district shall also provide at its expense, 100% of Delta Dental Plan 1 single Subscriber rate for each teacher.
- 10.2 The District will pay 90% of the Choice+ insurance plan for single subscribers. For dependent coverage plans, the District will pay 80% of their Choice+ insurance. These amounts may be applied to the Standard Plan.
- 10.3 Option: Any teacher not electing the District Health Benefit is eligible for \$1,800 cash in lieu, payments to be made the last payrolls in December and June. No family will be eligible to receive both the district health benefit and cash in lieu.

Married couples both of whom are employed by the District, will receive 100% of the

least cost combination of Choice+ coverage for their families. Teachers electing to take Standard Plan coverage, the District will pay this Choice+ amount toward the Standard Plan. This amount may be applied to the Standard Plan.

- 10.4 The District will maintain the section 125 cafeteria plan. New items may be included in the plan if allowed by state and federal law. This plan will involve no additional cost to the district.
- 10.5 Effective with the date of this contract, and each year thereafter, the District agrees to a one time only cash payment of \$6,000 to be used toward medical insurance for the first year of a teacher's retirement, the payment of which may be taken in July or January following retirement (pending written decision by Maine State Retirement System that this is not considered retirement incentive.)
- 10.6 The benefit provided in this article is a benefit rewarding extended service to Flagstaff RSU/Eustis School Dept. and is not intended as an incentive to retirement. If, however, the Maine Public Employees Retirement System at any time deems the payments provided herein to be a retirement incentive, this article shall immediately become null and void, and the parties shall negotiate concerning replacement language.

ARTICLE 11

DEDUCTIONS FROM SALARY

- 11.1 The Board agrees to automatically deduct any and all union dues from the salary of any teacher who was a member of the Association in the prior school year. The Association treasurer shall submit authorization for new members to the Superintendent's office. Any teacher wishing to withdraw from the Association must provide written notice to the treasurer of the Association, who will, in turn, delete the name from the current membership roster and provide the same information to the payroll secretary. If a member leaves prior to the end of the membership year, the remainder of the dues owed to the Association shall be deducted from the employee's last paycheck (in accordance with the requirements of the membership form). The Superintendent's office will notify current membership of its option to withdraw from the Association in any particular year.
- 11.2 The Board agrees to deduct from teacher's salaries contributions to 403b plans as authorized by individual teachers. Teachers may be requested to provide evidence that

these deductions are within the allowable IRS limits. The Board agrees to transmit these monies as promptly as possible to the providers of such plans.

- 11.3 The Association shall indemnify, defend, and hold the Board harmless against claims or suits against the Board or a member municipality on account of payroll deductions on account of said dues. The Association agrees to refund the Board any amount paid to it in error on account of payroll deduction provisions, upon presentation of proper evidence thereof.

MEET AND CONSULT

Whenever the Board contemplates a new educational policy or a change to current one, the Board shall notify the Association in writing in advance of a vote on such contemplated change, and, upon request meet and consult with the Association prior to Board enactment of the change.

The Maine Labor Relations Board has promulgated the following necessary elements To carry out the purpose of the meet and consult obligation:

1. Notice that a change in educational policy is planned must be given to the Bargaining agent so that it can timely invoke the meet and consult prices if Employees wish to comment on the changes;
2. Pertinent information about the planned changes must be provided so that the bargaining agent and employees can understand the change and make constructive comments about it;
3. Actual meeting and consulting at reasonable times and places about the planned change must occur upon receipt of a ten day notice or other request to meet and consult by the bargaining agent. A school committee is obligated to come to meet and consult sessions with an open mind, to discuss the planned change openly and honestly, and to listen to the employees' suggestions and concerns.
4. Mature consideration must be given to the employees' input before the change is implemented, and if any of the employees' comments or concerns are meritorious, the school committee must decide in good faith whether they can be accommodated.

Further, the Board agrees, upon request, to negotiate the impact of any change upon the wages, hours and working conditions of teachers resulting from either a new or changed educational policy. Any settlement shall be retroactive to the date the change in educational policy was implemented.

ARTICLE 12

SABBATICAL LEAVE

12.1 Sabbatical leave with pay may be granted by the Board for formal study or professional activities subject to Board approval and subject to the following conditions:

1. Sabbatical leave will be for one-half or a maximum of one school year.
2. Sabbatical leave shall be granted to only one teacher at a time.
3. Requests for sabbatical leave shall be submitted in writing to the Superintendent by December 15. Candidates will be notified of the action taken on their requests no later than April 15, preceding the school year for which the sabbatical leave is requested.
4. Teachers on sabbatical leave shall be entitled to all insurance coverage to which they normally subscribe during their regular employment.
5. Teachers on sabbatical leave will be paid 50% of their regular salary rate, excluding any paid differential.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system.
7. Prior to granting leave, the Superintendent shall require a signed statement that the teacher requesting the leave shall return to the school system and shall serve for at least two full years following the completion of the leave. Failure to comply, except as released by the Board, shall result in the return of all economic benefits received during leave.
8. To be eligible for sabbatical leave a teacher must have completed seven (7) full years of service to Eustis School Dept.
9. The decision of the Board of Directors shall be final and not subject to the grievance procedure.

ARTICLE 13

REIMBURSEMENT FOR PROFESSIONAL CREDITS

- 13.1 Teachers shall be reimbursed for up to six (6) credits or more if it is found to be in the best interest of the district, up to the UMO graduate rate. The courses to be reimbursed shall be completed within the fiscal year July 1 to June 30. When determining which fiscal year a request is to be credited in, it shall be the fiscal year in which a course was completed. Teachers who are due for recertification at the end of the fiscal year will receive priority consideration. It is in the teacher's best interest to notify the Superintendent of their need to take a course prior to the fiscal year.
- 13.2 Such reimbursement shall be made to the employee within thirty (30) days subsequent to presentation to the Superintendent of receipts and/or proof of completed training or college credits.
- 13.3 The Superintendent shall make arrangements at the employee's request with any Accredited college or university for a procedure for third-party billing.
- 13.4 In order to qualify for this reimbursement, a teacher must submit in writing, a request to the Superintendent of Schools. This request must be made prior to taking the course. a course must be applicable toward meeting a recertification goal from either a Teacher Action Plan (TAP) or a Professional Renewal Plan (PRP) which has been prior approved by the recertification committee. Other courses will be eligible for funding with prior approval at the discretion of the Superintendent if the coursework will further the goals of the district. In the event that late fees are incurred, the party responsible will pay late fees. Books and materials paid for by Eustis School Dept. become property of the school district. These materials will be used to produce a professional library. Materials produced from fees paid by the District will be dispensed at the discretion of the Superintendent of Schools.
- 13.5 Approval of courses under this section shall be requested on a form designated by the recertification committee and the Superintendent and shall be submitted for approval first to the Superintendent. If either person does not approve the course for reimbursement, the teacher will receive in writing the reason for the denial.

ARTICLE 14

MANAGEMENT RIGHTS

- 14.1 Except as otherwise specifically provided in this agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision, and direction of employees are vested exclusively in the Board.

ARTICLE 15

ASSOCIATION RIGHTS

- 15.1 The Board and/or Superintendent agree to make available to the Association, in response to reasonable and timely requests, any information at its disposal which may be necessary to negotiations.
- 15.2 The local Association will be permitted to transact its business on school property, provided that this does not interfere with or interrupt normal school operations and the principal grants that permission. This approval shall not be unreasonably withheld.
- 15.3 The Association and its representative have the right to use school facilities and equipment on school property, including computers, copiers, telephones, fax machines, supplies, inter school mail and mailboxes. This must be done at reasonable times and such equipment must not otherwise be in use. Charges may be made for actual materials used upon receipt of a written statement of the cost to the district.
- 15.4 The Association President may be allowed to attend MEA conferences and MEA sponsored lobbying events. They shall be excused without loss of pay. A written notification for leave shall be submitted to the Superintendent by the President of the Association following protocol for all requests for absence. The Association President may request that someone attend in his or her stead after discussing this with the Superintendent. Members can request permission in writing to the Superintendent to attend such conferences and events.
- 15.5 LD 1370 states: **An Act To Address Violent Behavior in the Classroom**

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 20-A MRSA §262, as enacted by PL 1999, c. 781, §1, is repealed and the following enacted in its place:

§ 262. Violence prevention and intervention

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

- A. "Administrator" has the same meaning as in section 13001-A, subsection 1.
- B. "Assigned public school employee" means a public school employee chosen by the local president of the applicable bargaining unit to investigate violent behavior.
- C. "School grounds" has the same meaning as in section 6554, subsection 2, paragraph E.
- D. "Violent behavior" means intentional physical aggression by a student against a public school employee while on school grounds.

2. Technical assistance. The commissioner shall provide technical assistance to school administrative units that request assistance in the provision of violence prevention and intervention training programs for teachers, school staff and students. The assistance must emphasize conflict resolution education, peer mediation and early identification and response to signs of violence.

3. Investigation into violent behavior. A school administrative unit shall immediately investigate any allegation of violent behavior. The investigation must be conducted by an administrator and an assigned public school employee. If the allegation of violent behavior is substantiated, the school administrative unit shall, in consultation with the public school employee who was subjected to the violent behavior, institute an action plan to avoid future violent behavior. The action plan must be instituted prior to the student's return to regular school attendance and participation in school activities and must emphasize:

- A. Minimizing suspensions and expulsions of the student;
- B. Prioritizing counseling and guidance services for the student;
- C. Restorative justice; and
- D. Training for public school employees who interact with the student.

4. Sick leave. A school administrative unit may not count time away from work against a public school employee's accrued sick leave if:

- A. The time away from work is due to an injury caused by violent behavior; and
- B. A physician has determined that the public school employee is unable to work as a result of the injury sustained.

SUMMARY

Current law requires the Commissioner of Education to provide technical assistance to school administrative units if they request assistance in the provision of violence prevention training. This bill requires a school administrative unit to immediately investigate allegations of violent behavior by a student against a public school employee and, if an allegation is substantiated, to institute an action plan to avoid future violent behavior. The action plan must be instituted prior to the student's return to school and must emphasize minimizing suspensions and expulsions of a student who demonstrated violent behavior, prioritizing counseling and guidance services for the student, restorative justice and training for public school employees who interact with the student. The bill also prohibits a school administrative unit from counting time away from work due to an injury resulting from violent behavior against a public school employee's accrued sick leave.

ARTICLE 16

MILEAGE

- 16.1 Any teacher who uses his/her privately owned vehicle in carrying out his/her duties as authorized by the administrator shall be reimbursed for all miles driven in carrying out such duties at the rate to be determined by the current U.S. Internal Revenue Service mileage deduction rate per mile plus tolls.

ARTICLE 17

COMPENSATION AND SUMMER CHECKS

- 17.1 See Salary Schedule Appendix A.
Each teacher will be placed on and paid according to the attached (Appendix A) salary scales at the level reflecting their experience and degree status.
The annual salaries of teachers shall be paid in twenty-six (26) equal installments. Teacher may choose to receive the last five (5) checks in one (1) lump sum by the first pay day of July, if such a desire is communicated to the Superintendent's Office in writing by May 1. Proper payroll deductions shall be made from this check for health insurance, retirement, and other authorized deductions in order to afford coverage for the individual until the first deduction the following fall.

ARTICLE 18

EFFECTIVE DATE AND DURATION

This agreement shall be effective from September 1 2026, and shall continue in effect until

August 31 2029.

The terms and conditions of this Agreement shall remain in full force and effect after said expiration and date during this period of collective bargaining negotiations for a new Agreement.

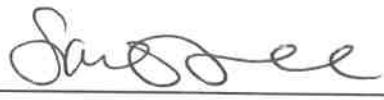
Conditions and benefits of employment of employees shall remain in full force and effect after said expiration date and during the period of collective bargaining negotiations for a new agreement.

In witness whereof the parties have caused this agreement to be signed in duplicate by their respective officers.

Stratton Education Association

Eustis School Dept.

by: 
President, Anna King

by: 
Asst. Board Chair, ~~Jeff Brickley~~ Sarah Shunk

by: 
Vice President, Sheila Lecander

by: 
Superintendent, Tim Richards

		1	2	3	4	5						
		25-26 Step	BA	BA+15	MA	MA+15						
		1	\$43,709	\$45,348	\$46,987	\$48,626						
		2	\$45,239	\$46,935	\$48,632	\$50,328		3.50%	3.50%	3.50%	3.50%	
		3	\$46,822	\$48,578	\$50,334	\$52,090		3.50%	3.50%	3.50%	3.50%	
		4	\$48,461	\$50,278	\$52,096	\$53,913		3.50%	3.50%	3.50%	3.50%	
		5	\$50,157	\$52,038	\$53,919	\$55,800		3.50%	3.50%	3.50%	3.50%	
		6	\$51,912	\$53,859	\$55,806	\$57,753		3.50%	3.50%	3.50%	3.50%	
		7	\$53,729	\$55,744	\$57,759	\$59,774		3.50%	3.50%	3.50%	3.50%	
		8	\$55,610	\$57,696	\$59,781	\$61,866		3.50%	3.50%	3.50%	3.50%	
		9	\$57,556	\$59,715	\$61,873	\$64,032		3.50%	3.50%	3.50%	3.50%	
		10	\$59,571	\$61,805	\$64,039	\$66,273		3.50%	3.50%	3.50%	3.50%	
		11	\$61,656	\$63,968	\$66,280	\$68,592		3.50%	3.50%	3.50%	3.50%	
		12	\$63,814	\$66,207	\$68,600	\$70,993		3.50%	3.50%	3.50%	3.50%	
		13	\$66,048	\$68,524	\$71,001	\$73,478		3.50%	3.50%	3.50%	3.50%	
		14	\$68,359	\$70,923	\$73,486	\$76,049		3.50%	3.50%	3.50%	3.50%	
		15	\$70,752	\$73,405	\$76,058	\$78,711		3.50%	3.50%	3.50%	3.50%	
		16	\$73,228	\$75,974	\$78,720	\$81,466		3.50%	3.50%	3.50%	3.50%	
		17	\$75,790	\$78,633	\$81,475	\$84,317		3.50%	3.50%	3.50%	3.50%	
		18	\$78,444	\$81,385	\$84,327	\$87,269		3.50%	3.50%	3.50%	3.50%	
hired in 27-28 and after	hired in 26-27 step	26-27 Step	BA	BA+15	MA	MA+15		2.00%	COLA			
		1	\$44,583	\$46,255	\$47,927	\$49,599						
	1	2	\$46,144	\$47,874	\$49,604	\$51,334		3.50%	3.50%	3.50%	3.50%	
	2	3	\$47,759	\$49,549	\$51,340	\$53,131		3.50%	3.50%	3.50%	3.50%	
	3	4	\$49,430	\$51,284	\$53,137	\$54,991		3.50%	3.50%	3.50%	3.50%	
	4	5	\$51,160	\$53,079	\$54,997	\$56,915		3.50%	3.50%	3.50%	3.50%	
	5	6	\$52,951	\$54,936	\$56,922	\$58,907		3.50%	3.50%	3.50%	3.50%	
	6	7	\$54,804	\$56,859	\$58,914	\$60,969		3.50%	3.50%	3.50%	3.50%	
	7	8	\$56,722	\$58,849	\$60,976	\$63,103		3.50%	3.50%	3.50%	3.50%	
	8	9	\$58,708	\$60,909	\$63,110	\$65,312		3.50%	3.50%	3.50%	3.50%	
	9	10	\$60,762	\$63,041	\$65,319	\$67,598		3.50%	3.50%	3.50%	3.50%	
	10	11	\$62,889	\$65,247	\$67,605	\$69,964		3.50%	3.50%	3.50%	3.50%	
	11	12	\$65,090	\$67,531	\$69,972	\$72,412		3.50%	3.50%	3.50%	3.50%	
	12	13	\$67,368	\$69,894	\$72,421	\$74,947		3.50%	3.50%	3.50%	3.50%	
	13	14	\$69,726	\$72,341	\$74,955	\$77,570		3.50%	3.50%	3.50%	3.50%	
	14	15	\$72,167	\$74,873	\$77,579	\$80,285		3.50%	3.50%	3.50%	3.50%	
	15	16	\$74,692	\$77,493	\$80,294	\$83,095		3.50%	3.50%	3.50%	3.50%	
	16	17	\$77,307	\$80,205	\$83,104	\$86,003		3.50%	3.50%	3.50%	3.50%	
	17	18	\$80,012	\$83,013	\$86,013	\$89,013		3.50%	3.50%	3.50%	3.50%	
		OffScale	2.00%									

hired in 27-28 and after	hired in 26-27 step	27-28 Step	BA	BA+15	MA	MA+15	2.00%	COLA				
		1	\$45,475	\$47,180	\$48,885	\$50,590						
	1	2	\$47,066	\$48,831	\$50,596	\$52,361	3.50%	3.50%	3.50%	3.50%		
1	2	3	\$48,714	\$50,540	\$52,367	\$54,194	3.50%	3.50%	3.50%	3.50%		
2	3	4	\$50,419	\$52,309	\$54,200	\$56,091	3.50%	3.50%	3.50%	3.50%		
3	4	5	\$52,183	\$54,140	\$56,097	\$58,054	3.50%	3.50%	3.50%	3.50%		
4	5	6	\$54,010	\$56,035	\$58,060	\$60,086	3.50%	3.50%	3.50%	3.50%		
5	6	7	\$55,900	\$57,996	\$60,092	\$62,189	3.50%	3.50%	3.50%	3.50%		
6	7	8	\$57,857	\$60,026	\$62,196	\$64,365	3.50%	3.50%	3.50%	3.50%		
7	8	9	\$59,882	\$62,127	\$64,373	\$66,618	3.50%	3.50%	3.50%	3.50%		
8	9	10	\$61,978	\$64,302	\$66,626	\$68,950	3.50%	3.50%	3.50%	3.50%		
9	10	11	\$64,147	\$66,552	\$68,958	\$71,363	3.50%	3.50%	3.50%	3.50%		
10	11	12	\$66,392	\$68,881	\$71,371	\$73,861	3.50%	3.50%	3.50%	3.50%		
11	12	13	\$68,716	\$71,292	\$73,869	\$76,446	3.50%	3.50%	3.50%	3.50%		
12	13	14	\$71,121	\$73,788	\$76,454	\$79,121	3.50%	3.50%	3.50%	3.50%		
13	14	15	\$73,610	\$76,370	\$79,130	\$81,891	3.50%	3.50%	3.50%	3.50%		
14	15	16	\$76,186	\$79,043	\$81,900	\$84,757	3.50%	3.50%	3.50%	3.50%		
15	16	17	\$78,853	\$81,810	\$84,766	\$87,723	3.50%	3.50%	3.50%	3.50%		
16	17	18	\$81,613	\$84,673	\$87,733	\$90,794	3.50%	3.50%	3.50%	3.50%		
		OffScale	2.00%									
hired in 27-28 and after	hired in 26-27 step	28-29 Step	BA	BA+15	MA	MA+15	2.00%	COLA				
		1	\$46,384	\$48,124	\$49,863	\$51,602						
	1	2	\$48,008	\$49,808	\$51,608	\$53,408	3.50%	3.50%	3.50%	3.50%		
1	2	3	\$49,688	\$51,551	\$53,414	\$55,278	3.50%	3.50%	3.50%	3.50%		
2	3	4	\$51,427	\$53,356	\$55,284	\$57,212	3.50%	3.50%	3.50%	3.50%		
3	4	5	\$53,227	\$55,223	\$57,219	\$59,215	3.50%	3.50%	3.50%	3.50%		
4	5	6	\$55,090	\$57,156	\$59,222	\$61,287	3.50%	3.50%	3.50%	3.50%		
5	6	7	\$57,018	\$59,156	\$61,294	\$63,432	3.50%	3.50%	3.50%	3.50%		
6	7	8	\$59,014	\$61,227	\$63,440	\$65,653	3.50%	3.50%	3.50%	3.50%		
7	8	9	\$61,079	\$63,370	\$65,660	\$67,950	3.50%	3.50%	3.50%	3.50%		
8	9	10	\$63,217	\$65,588	\$67,958	\$70,329	3.50%	3.50%	3.50%	3.50%		
9	10	11	\$65,430	\$67,883	\$70,337	\$72,790	3.50%	3.50%	3.50%	3.50%		
10	11	12	\$67,720	\$70,259	\$72,798	\$75,338	3.50%	3.50%	3.50%	3.50%		
11	12	13	\$70,090	\$72,718	\$75,346	\$77,975	3.50%	3.50%	3.50%	3.50%		
12	13	14	\$72,543	\$75,263	\$77,984	\$80,704	3.50%	3.50%	3.50%	3.50%		
13	14	15	\$75,082	\$77,898	\$80,713	\$83,528	3.50%	3.50%	3.50%	3.50%		
14	15	16	\$77,710	\$80,624	\$83,538	\$86,452	3.50%	3.50%	3.50%	3.50%		
15	16	17	\$80,430	\$83,446	\$86,462	\$89,478	3.50%	3.50%	3.50%	3.50%		
16	17	18	\$83,245	\$86,366	\$89,488	\$92,609	3.50%	3.50%	3.50%	3.50%		