



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE RSU 23 SCHOOL BOARD AND
THE RSU 23 EDUCATION ASSOCIATION
September 1, 2025– August 31, 2028**

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ARTICLE 1 RECOGNITION

A. The RSU 23 Board of Education, hereinafter the Board of Education, hereby recognizes the RSU 23 Education Association; hereinafter the Association, as the sole and exclusive bargaining agent as defined under 26 M.R.S.A., Section 962, for a bargaining unit consisting of all certified teachers, school counselors, instructional strategists, deans of students and library media specialists and the following non-instructional licensed professionals: social workers, registered nurse, occupational therapists, speech pathologists, board certified behavior analysts and physical therapists, who are public employees pursuant to the laws of the State of Maine (herein referred to as employees) and excluding Central Office Personnel, Supervising Principals/Assistant Principals, Directors/Assistant Directors, School Psychologists, other supervisory personnel and all other employees of the Board including temporary, seasonal, on-call and substitutes.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all certified/licensed professional employees represented by the Association in the negotiating unit as defined above.

C. The Board expressly reserves the right to subcontract with non-instructional, licensed professionals as defined above who are not in the bargaining unit whenever the Board is unable to employ individuals it deems qualified for bargaining unit positions.

- (a) The Board agrees that subcontracting bargaining unit work shall not cause the discharge or layoff of any member of the bargaining unit and it will provide notice to the Association when entering into a contract with an outside company.

ARTICLE 2 TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any teacher such rights as they have under State of Maine School Laws or other applicable laws and regulations.
- B.
 - 1. No continuing contract teacher shall be disciplined, reprimanded, reduced in rank or compensation, including dismissal and contract non-renewal, without just cause. Extra/Co-curricular assignments of teachers shall not be covered by this provision.
 - 2. It is understood that observations and evaluation reports are professional appraisals of a teacher's professional performance by the evaluator and not subject to the grievance

procedure unless the proper timeline and feedback process were not followed correctly.

- C. Whenever any teacher is required to appear before the Superintendent of the Board concerning any matter that could adversely affect the continuation of that teacher in their teaching position or employment or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or legal counsel present to advise and represent them during such meeting or interview.
- D. When there is a performance/employment issue that needs to be discussed with a teacher, the following procedures will be followed:
 - 1.
 - a) The Administrator will give the teacher written notice that they need to meet unless the matter is of an urgent/emergency nature; i.e. a criminal matter, an ethical issue, an allegation of misconduct involving a student or another employee, an allegation that the teacher is under the influence of drugs or alcohol, a safety issue, etc.
 - b) In the event of an emergency, the Association President or designee will be notified and release time will be provided for an Association representative to attend the meeting.
 - 2. The notice will state the purpose of the meeting to the extent possible without revealing any sensitive and/or confidential information.
 - 3. The notice will inform the teacher of their right to representation and will allow up to forty-eight (48) hours for the teacher to get representation.
 - 4. At the outset of such meeting, the Administrator will provide the teacher with a clear and detailed statement of the issues to be addressed with any supporting evidence available at the time of the meeting.
 - 5. It is understood that a teacher may not always be able to immediately respond to the issues that were raised during the meeting. Follow-up meetings may be scheduled.
- E. It is understood that any suspension of a teacher during an investigation shall be with pay and that a teacher shall remain on paid leave until such time that the teacher is approved to return to work or until disciplinary action is taken.
- F. COMPLAINTS AND INVESTIGATIONS
 - 1. The Superintendent or designee shall be responsible for ensuring that all allegations of misconduct or other complaints against a teacher on which any action is to be

taken or a record is to be made shall be investigated. The Superintendent or designee shall interview the complainant at their discretion.

2. When the Superintendent or designee believes that a complaint has merit, the teacher will be informed in writing of the nature of the complaint with identity of the complainant(s) identified, and Section D will be followed.
3. If the result of the investigation is that the allegations or complaints are unsubstantiated, no records pertaining to these allegations shall be put into the teacher's personnel file.

G. PERSONNEL FILES

1. Teachers shall have the right to examine their individual personnel file during normal business hours within forty-eight (48) hours of the request. A teacher may obtain one (1) copy per year, at the Board's expense, of any material in the personnel file.
 2. In the event of an emergency, the file may be reviewed and/or copied as soon as reasonably possible.
- H. Any violation of any procedure set forth in this Article shall not extend the contract or employment of any probationary teacher.
- I. The Board agrees that it will not discriminate against employees on the basis of race, creed, color, sex, marital status, lifestyle, sexual preference, age, national origin, mental or physical disability, political beliefs or affiliation.

**ARTICLE 3
PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

- A. A teacher shall report in writing to the office of the appropriate Principal any working conditions in any school building considered unsafe or hazardous. The Principal or their designated representative will investigate said report and the Principal shall furnish within ten (10) days, whenever possible, a written report to both the Association and the Office of the Superintendent describing the results of the investigation, and of any action taken or proposed to correct the condition.
- B. A teacher may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

ARTICLE 4
ADMINISTRATIVE-TEACHER LIAISON

Representatives of the Association may meet on a monthly basis with the Superintendent or designee to discuss issues of concern and items of interest. The meetings shall be informal with the goal of having an open discussion of items that have been scheduled for discussion.

ARTICLE 5
GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that from time to time may arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. DEFINITIONS

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its specific meaning or application.
2. An "aggrieved" person is the person, persons or Association making the claim.
3. A "party in interest" is the person, persons or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working school days.

C. TIME LIMITS

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

D. INFORMAL PROCEDURE

If a teacher feels that they may have a grievance, they shall first discuss the matter with their principal or other appropriate administrator (as long as they have the authority to settle the grievance) and their Association representative in an effort to resolve the problem informally.

E. FORMAL PROCEDURE

1. If, in the judgment of the Association, a grievance affects a group or class of teacher(s), the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.
2. Level One – School Principal
 - a) If an aggrieved person and/or Association is not satisfied with the outcome of informal procedures, or it was not appropriate for them to use informal procedures, they may present their claim as a formal grievance in writing to the principal or other appropriate administrator. A formal grievance must be filed within twenty-five (25) days of the treatment, act, or condition that is the basis of the grievance complaint, or it will be deemed waived.
 - b) The principal or other administrator shall, within seven (7) days after receipt of the written grievance, render a decision and the reason therefore in writing to the aggrieved person, with a copy to the Association's President(s) or designated representative.
3. Level Two – Superintendent of Schools
 - a) If the aggrieved person is not satisfied with the disposition of their grievance at Level One, they or at their request the Association through the President(s) or designated representative may, within seven (7) days after the receipt of the decision, file their written grievance with the Superintendent.
 - b) The Superintendent shall, within ten (10) days after the receipt of the grievance, meet with the aggrieved person and with the Association President(s) and/or up to four (4) of their representative(s) for the purpose of resolving the grievance.
 - c) If resolved, the resolution shall be summarized in writing and signed by the aggrieved person, and the Superintendent and the Association representative within seven (7) days of the meeting.

- d) If not resolved, the Superintendent shall, within seven (7) days after the hearing, render their decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association's President(s).

4. Level Three – School Board

- a) If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Two, they may within seven (7) days after the decision, or within ten (10) days after the hearing, if no decision is forthcoming, file the grievance with the School Board.
- b) The School Board shall, at its next regularly scheduled meeting, meet with the aggrieved person and with the Association President and/or up to four (4) of their representative(s) for the purpose of reviewing and/or resolving the grievance.
- c) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association's President(s) and Grievance Chair.

5. Level Four – Impartial Arbitration

- a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, they may, within seven (7) days after the decision, or within ten (10) days after the Board meeting if no decision is forthcoming, request in writing to the President(s) of the Association that the grievance be submitted to arbitration.
- b) If the Association is not satisfied with the disposition of the grievance at Level Three determines that the grievance is meritorious, the Association may within seven (7) days after the decision, or within ten (10) days after the Board meeting if no decision is forthcoming, submit the grievance to arbitration by so notifying the Board in writing.
- c) The Chairperson of the Board and the President(s) of the Association or their designees shall, within seven (7) days after such written notice, jointly select a single arbitrator who is an experienced, impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within seven (7) days, the American Arbitration Association shall be called upon to select one. Failure to submit the grievance to Arbitration within seven (7) days shall deem the grievance waived.
- d) The arbitrator shall, hold hearings as they deem necessary and render a decision in writing to all parties in interest, setting forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no authority to modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The decision of the arbitrator shall be submitted to the Board and the Association and

shall be final and binding on the parties subject to judicial review as provided by statute.

- e) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

F. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any party in interest may be represented at all levels of the formal grievance procedure by a person of their own choosing, except that they may not be represented by an individual acting in the capacity of a representative or officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
2. The Association may, if it so desires, call upon the professional services of the Maine Education Association for consultation and assistance at any stage of the procedure.

G. MISCELLANEOUS RIGHTS

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. The forms for filing and processing grievances is attached in the Appendix and other necessary documents, shall be prepared by the Superintendent, with the approval of the Association, and made available through the Association School Representatives, so as to facilitate operation of the grievance procedure.
3. The Board agrees to furnish to the Association information that may be necessary for the Association to process any grievance or complaint.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

**ARTICLE 6
SCHOOL CALENDAR**

- A. The teacher work year will be one hundred and eighty-one (181) days.

- B. Changes in the school calendar that result in an increase or decrease in the number of teacher days shall be subject to statutory meet and consult and bargaining of impact contained under the Miscellaneous Article of this Agreement.

ARTICLE 7 TEACHING HOURS

- A. As professionals, teachers are expected to devote to their assignments time necessary to meet their professional responsibilities.
- B. Teachers may be given the option to perform work during the summer months, which is not an extension of the school year. Teachers will be paid an hourly rate (currently \$30) established by the Board. Participation in summer work at an hourly rate is not required. If work is required either as an extension of the contracted school year or as mandatory professional duties, teachers will be paid on a per diem basis. Teachers will be notified of the payment calculation (hourly or per diem) prior to performing the work.
- C. The contracted workday for teachers is seven (7) hours. Additional time necessary for duties may be assigned on a rotating and equitable basis not exceeding thirty (30) minutes before or after the contracted work day for teachers. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the student day. For purposes of the implementation of hour requirements, the student day in each school will be published by the Board before the first teacher workshop day preceding the school year with a copy provided to the President of the Association and posted on the district website. The length of the student day may be modified by the Board and is subject to the meet and consult and impact bargaining requirement contained under Miscellaneous Article of this Agreement. An early-release/late-start day equals one teacher workday.
- D. Any teacher assigned an additional class on a regular basis throughout the school year that results in their average instructional preparation time falling below 200 minutes per week shall receive additional compensation equal to ten percent (10%) of their annual salary, provided that such assignment is for a minimum duration of one trimester (PreK-8) or one semester (9-12). This compensation shall be paid in equal monthly installments through regular payroll, prorated from the date the additional assignment begins. Additional teaching assignments shorter than the required minimum duration shall be compensated according to subsection 7.K. of this article.
- E. Teachers shall have a minimum of a twenty-five (25) minute duty free lunch period.
- F. Teachers may leave the building with notification to the administrator or designee during a scheduled prep period.
- G. Teachers may be required to remain after the end of the normal teacher workday (as defined in Section C of this Article) without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month, except in

emergencies. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. This limitation will not apply to IEP or 504 meetings. Twice per year, teachers will be required to remain at the end of the regular work day for the purpose of attending a K-12 faculty meeting. K-12 faculty meetings will be held on Early Release Days and will be established on the school calendar. The first Monday of each month will be reserved for Association business (or the first Tuesday of the month in the event the first Monday is a holiday).

- H. An Association representative may speak to the teachers at any meeting referred to in section G above, on the request of the representative, after the meeting is adjourned.
- I. An electronic notice of the agenda for any meeting shall be given to the teachers involved at least one (1) school day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- J. All full-time teachers will receive a minimum of two hundred (200) minutes of instructional preparation time, excluding recess and classroom transitions, per week, scheduled during the student instructional day. Preparation time is also exclusive of administratively mandated meetings. IEP meetings shall not be considered administrative mandated meetings. The amount of preparation time may be modified by the Board and subject to the meet and consult and impact bargaining requirements contained under Miscellaneous Article of this Agreement.
- K. Any teacher who is directed by an administrator to cover another teacher's class because no substitute is available will receive compensatory preparation time at another time within five (5) days of the coverage.

ARTICLE 8 TEACHER EMPLOYMENT

- A. The Board hires teachers in accordance with the rules and procedures of the Maine Department of Education. The hiring decision is a matter of educational policy and/or law and not subject to the grievance procedure.
- B. Each continuing contract teacher shall be notified of their contract status per state statute MRSA Title 20-A §13201 which currently states at least six (6) calendar months before the terminal date of the contract.
- C. Probationary teachers will be notified of their employment status per state statute MRSA Title 20-A §13201 which currently states for the following year by May 15th.
- D.
 - 1. All teachers shall be given written notice of their salary (provided the successor collective bargaining agreement has been ratified), class and/or subject assignments and building assignments for the next school year by July 1st.

2. If change occurs after July 1st, the affected teacher shall be notified in writing. Upon request of the teacher, the Superintendent or designee shall meet with the teacher to explain the cause of the change.
- E. Salaries, Insurance, Leave (Sick, Personal, Bereavement, Family Sick) and Course Reimbursement will be prorated based on the teacher's Full Time Equivalency (FTE) within the District. For example, a 0.8 FTE Employee would receive 80% of 15 Teacher Sick Days = 12.
 - F. A teacher may resign by submitting at least a thirty (30) day written notice. During the first year of hire under a probationary contract, a teacher may not resign prior to the official opening of school. These provisions may be waived by the Superintendent upon appeal.

**ARTICLE 9
ACADEMIC MATERIALS, TEXTBOOKS, AND RESOURCES**

- A. The Board will provide adequate materials, textbooks and resources to support the academic programs. The issue of educational materials may be modified by the Board and subject to the meet and consult and impact bargaining requirements contained under Miscellaneous Article of this Agreement.
- B. The Board agrees that when a change of text is contemplated, it will consult with those teachers who are to teach the course using such text, and that serious considerations will be given to any recommendations by such teachers.

**ARTICLE 10
SALARIES**

- A. The salaries of all teachers covered by this Agreement are attached in the Appendix. Each teacher shall be placed on their appropriate experience step, which reflects credible service unless their salary is set forth in a separate agreement by the parties. If such placement results in an annual salary increase of less than \$2,050 for any year of this Agreement, the teacher's salary will be adjusted so they receive an increase of \$2,050 over the prior year.
- B. Salary column status change can only occur at the beginning of the school year provided written notification is given to the Superintendent on or before January 15 of the previous school year.
- C.
 1. Before any teacher can advance to a higher salary column (MS or MS+30) on the salary schedule, documentary evidence or transcript of an approved course of study must be submitted in writing to the Superintendent.

2. Salary lane changes will not occur without the approval of the supervising administrator and verification that the teacher is making a good faith effort to implement the content of the earned credits or degree program.
- D. Upon initial hire, a teacher's placement on the salary schedule shall be determined by the Superintendent based on the teacher's prior experience.
- E. When and if the State of Maine ceases paying National Board Certified teachers a stipend for being so certified, the Board will continue to fund that stipend at the rate last paid by the state prior to the stipends cessation. (Currently, that amount is \$2,500).
- F. PAYCHECKS
1. Teachers, on an individual basis, will be paid in twenty six (26) equal payments to be paid on every other Friday throughout the contract year. Annually, by July 15 the payroll schedule will be shared with RSU 23 staff. If within a calendar year payment deviates from this biweekly schedule, the Association will be notified.
 2. Proper payroll deductions shall be made from the last paycheck so as to meet the regulations regarding taxes, retirement funds, 403B accounts, and other authorized deductions so as to afford coverage for the individual until the first deduction the following fall.
 3. Payroll deductions for insurances shall be in twenty-four (24) installments (twice per month).
 4. All teachers (except in hardship cases approved by the Superintendent) will have their paychecks directly deposited into any bank offering such a program and will receive an electronic advice notice (check stub) instead of a paper copy, emailed to their work email address.

ARTICLE 11 DUES DEDUCTION FROM SALARY

1. The RSU 23 School Department will deduct dues for the RSU 23 Education Association, the Maine Education Association, and the National Education Association as authorized in writing by each individual teacher. Local Association dues will be transmitted promptly to the Treasurer of the RSU 23 Education Association and MEA and NEA dues will be transmitted promptly to the MEA, each with the proper accounting to indicate the amount deducted from individual teachers. Authorization shall be continuous unless an employee revokes such an authorization by giving notice to the Association and RSU 23 in writing with thirty (30) working days notice.

2. The Association agrees to indemnify and hold the Board and its agents and employees, jointly and severally and in their individual and official capacities, fully and completely harmless from and against any and all claims, suits, demands, defense costs, including attorneys' fees, judgments and damages of any kind or nature whatsoever which may arise as a result of any action taken pursuant to the collection of Association dues.

ARTICLE 12 INSURANCES

A. HEALTH INSURANCE

1. The Board agrees to contribute towards the monthly premium for the MEA Benefits Trust Choice Plus Plan, if available, for single, adult with children, two-person, or family, as applicable, for teachers at the following rates:

Single	Adult w/C	2 Person	Family
93%	89%	87%	87%

2. Part time teachers who are eligible to participate in the District's health insurance plan shall have their insurance coverage prorated on the same basis as their salary.
3.
 - a) Participating teachers may elect the Standard Plan and shall pay the difference in the cost of the monthly premium.
 - b) Employees will also have the opportunity to participate in the supplementary Blue View Vision program offered through Anthem Blue Cross / Blue Shield at their own expense.
4. Married couples/domestic partners (as definition per Anthem BC/BS) who are both teachers in the district shall receive 100% of the monthly premium paid by the Board for the eligible coverage selected.
5. Employees will be offered an open enrollment period, to be effective September 1st or as specified by the carrier.
6. Cash-In-Lieu Program
 - a) Any teacher may choose, as an option, not to enroll in the health insurance program offered by the Board under this Article. For any such teacher, the Board, as an alternative, will contribute \$5,000 to be disbursed through the payroll process. To receive this benefit the teacher must elect this option by September 15th or two (2) weeks after their date of hire with the payment being prorated. This benefit will be administered in accordance with all applicable provisions of the IRS Code and the Board's Section 125 plans. This benefit will be prorated over the course of the year. If a change in the teacher's situation requires a

change in benefit, it will be handled on an individual, prorated basis. Teachers who are employed less than full-time shall have their benefit prorated to their proportion of full-time employment.

- b) In order to be eligible for this cash-in-lieu of health insurance benefit, the teacher must provide written documentation to the Superintendent that the teacher is covered under another employer's health insurance.

B. DENTAL INSURANCE

The Board agrees to contribute 85% towards the District's monthly premium of the Single Subscriber Delta Dental Plan V with Orthodontic Rider, or a similar plan with similar benefits that will be approved by a review committee of the Board and Association.

C. PRETAX

All premium payments for the insurance benefits to be furnished pursuant of this Article shall be provided under a plan intended to qualify under Section 125 of the Internal Revenue Code of 1986, as amended (the "Code"). The teacher's portion of the premium cost of the benefits shall be paid by payroll deduction upon receipt of all required documentation on a salary reduction (pre-tax) basis.

D. REWARDS

1. It is strongly suggested that employees take advantage of additional opportunities to utilize the MEABT Wellness program to improve personal wellness.
2. A teacher who received insurance under any of the above coverages and chooses to participate in and complete the applicable wellness program administered by the MEA Benefits Trust/Anthem/Blue Cross will be matched dollar for dollar up to a \$250 maximum as supplemental pay (net any applicable/required withholding via the District's normal payroll practices) at the end of each fiscal year in which the employee shows proof of achievement in such program. Those teachers who complete all four quarters and earn the maximum \$250 for the year will receive an additional award of \$50 for a total of \$300.

ARTICLE 13 RETIREMENT BENEFITS

- A. Any teacher who retires from the School Unit under the Maine Public Employees Retirement System (MPERS), and who has spent the last twenty (20) consecutive years* prior to retirement within RSU 23 or its component units, and has ninety (90) or more days of unused sick leave, shall receive payment for up to forty (40) days of their unused accumulated sick leave at their per diem rate, subject to a maximum of \$18,000. Teachers who wish to receive payment for the unused sick leave must inform the Superintendent with a binding letter of their retirement no later than January 15 of the year of retirement. Payment shall be made on the first payroll in July unless funds are available for payment in June. Exceptions to this provision may be made at the sole discretion of the Board.

- B. Any employee having notified the Superintendent of their intent to retire shall be entitled to one day of leave with pay for the purpose of meeting with a representative of the Maine Public Employees Retirement System to discuss their individual personal eligibility for benefits from that system.

*A Board-approved leave of absence will not constitute a break in service.

ARTICLE 14 EMPLOYMENT OF RETIRED TEACHERS

- A. A rehired retired teacher is defined as any teacher who has retired and severed employment and who is receiving benefits or is eligible to receive benefits from the Maine Public Employees Retirement System (MPERS), and who has returned to teaching pursuant to applicable Maine law and regulations.
- B. Any retired teacher, regardless of previous place of employment who is employed by the Board following their retirement shall be hired as a probationary teacher pursuant to Maine law and regulations.
- C. If the teacher was previously employed by RSU 23, there shall be no entitlement to any previous benefit accruals, including but not limited to sick leave, eligibility for other leaves, and severance benefits. No longevity pay or credit for previous experience shall be given.
- D. In the event of a reduction in force, at the Superintendent's discretion, rehired retirees may be designated as the first employee(s) to have their contract terminated. Otherwise, such employees shall be considered as first-year teachers for the purposes of the placement on the seniority list when they are rehired by the Board.
- E. Rehired retirees shall not be eligible for sabbatical.
- F. The Superintendent shall place rehired teachers on the salary schedule based on the teacher's prior experience.
- G. A rehired retiree who previously worked for RSU 23 and who has previously received a payment for accrued unused sick leave, shall not be eligible for any additional such payments upon final cessation of employment.
- H. No contract will exceed one (1) year in length, and may be nonconsecutive.
- I. The teacher may participate in the health insurance program offered in this Agreement. If the teacher receives their health insurance benefit through the State pursuant to their retirement benefit, RSU 23 will pay an amount equal to the balance of their monthly premium for their health insurance that is not reimbursed by the State. Except that, Medicare eligible retired rehired teachers who are 65 or older and enrolled in Medicare

shall not be eligible to receive compensation for premium payments in accordance with Medicare secondary payer rules. Instead, they shall be entitled to the health insurance program offered in this Agreement. Under no circumstances will RSU 23 pay more than it would contribute to the employee's health insurance if the employee enrolled in a health insurance plan directly through RSU 23. The teacher is entitled to all other benefits for the reemployment position as provided by this Agreement.

ARTICLE 15 SENIORITY AND REDUCTION IN FORCE

A. SENIORITY AND REDUCTION IN FORCE

1. Seniority lists shall be established by the Board listing all teachers covered by this Agreement, and made available for inspection by the Association by November 1st. Seniority shall be based on continuous years of service in the system. If two or more teachers have the same seniority, then the teacher signature date on the first individual contract with the Board shall determine the more senior. If two or more teachers still have the same seniority, then total teaching experience shall determine the more senior.
2. Once the Board determines that there shall be a reduction in teaching positions, it shall notify the Association.
3. If the teaching position to be eliminated is in either the PK-5 group or the 6-8 group, then all teachers in that group (PreK-8) are to be regarded as the group impacted by the reduction. If the teaching position to be eliminated is a departmentalized position in the 9-12 group, then all the positions within the department in that group are to be regarded as the impacted group. If the teaching position to be eliminated is in a district-wide position (School Nurse, Art teacher, Physical Education/Health, School Counselor, Special Education Teacher, Family and Consumer Science, Library Media Specialist, Social Worker, Music teacher, occupational therapist, board certified behavior analyst, speech and language pathologist, physical therapist, instructional strategist, deans of student, MLL teacher, world language teacher, industrial technology, and gifted and talented), then the positions within that group are to be regarded as the impacted group.

- B. The teacher to be eliminated shall be determined from within the impacted group on the basis of seniority, qualifications, and expertise, as determined by such factors as evaluations (including effectiveness ratings pursuant to Chapter 508), teaching experience, especially in the subject area covered by the available position, and formal academic background and training; bearing in mind the best interests of the system. In order for evaluations to be used, the Board must have adopted it as a Board policy.

C. RECALL

1. Any teacher whose position has been terminated pursuant to this Article shall have recall rights, in order of seniority, to vacancies for which he/she is suited by qualifications and ability, as set forth above.
2. The Superintendent shall deliver a notification of any vacancy to the individuals on the recall list and the Association. Teachers who wish to be considered for any vacancy shall notify the Superintendent in writing within twenty (20) calendar days of the date of the Board's notification letter, or recall rights will be waived.
3. A teacher's recall rights shall continue for a period not to exceed twenty-four (24) months from the effective date of the teacher's layoff.

ARTICLE 16
VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Definitions:

- Transfer: A move between buildings, which may also involve reassignment.
- Reassignment: A change of grade and/or subject assignment within a building.

A. VOLUNTARY TRANSFERS AND REASSIGNMENTS

1. When any teaching vacancy occurs, a notice shall be posted on the District Website and emailed to the school site email groups at least 10 days before the final date for application submission.
2. Teachers who desire to apply for a vacancy shall submit their application to the Superintendent in writing in such form as the Superintendent shall specify.
3. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building shall express that desire in writing to the Superintendent and building principal(s). Such statement shall include the grade and/or subject area and building to which the teacher wishes to be transferred, in order of preference.
4. It is understood by the parties that hiring decisions are the sole prerogative of the Board and the Superintendent. It is further understood that while teachers have the opportunity to apply for job vacancies and to request reassignment, the administration and Board have full authority to fill positions with candidates of their choice.

B. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

1. When the Board determines that an involuntary transfer or reassignment is necessary, the Board will notify the Association President within five (5) days following such decision. When an unexpected vacancy occurs, or when changes in staffing patterns are necessitated, the Superintendent will consider the educational needs of the district and the following criteria when selecting the transferee:

- Length of service in the district,
 - Certification,
 - Major/minor fields of study,
 - Staffing needs of the RSU schools,
 - Work experience,
 - Particular expertise, and
 - Whether a volunteer is available.
2. Once the individual is identified for transfer or reassignment, the employee will receive notification including a written rationale for the transfer or reassignment including the anticipated benefits that would accrue to the District as a result of the transfer or reassignment. If requested, a meeting with the Superintendent will be arranged to clarify the basis for the transfer or reassignment and discuss any concerns with the decision.
 3. Should the transfer or reassignment occur during the school year, a teacher shall be paid for 2 days at per diem rates to prepare.

ARTICLE 17
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. COURSE REIMBURSEMENT

Teachers shall be eligible for graduate tuition reimbursement annually of up to nine (9) non-matriculated credits or up to twelve (12) credits if taken as part of a matriculated, graduate program. Tuition reimbursement is subject to the following provisions:

1. Reimbursement Payment Procedure:
 - i. Courses must have prior written approval using the appropriate preauthorization form.
 - ii. Courses taken must lead to an advanced degree OR be in the area of the teacher's specialization/responsibility. The Superintendent may, upon extenuating circumstances, approve payment reimbursement for undergraduate level courses.
 - iii. Transcripts or official grade reports from the college or university must be submitted to the central office within 30 days of completion of the course. To receive reimbursement, a grade of B or higher or a pass/fail course must be earned and proof of payment must be provided.
 - iv. Tuition reimbursement taken at other accredited colleges and universities shall not exceed the cumulative tuition cost per credit of up to nine (9)

non-matriculated credits or up to twelve (12) credits if taken within a matriculated, graduate program at the In-State University of Southern Maine tuition rate.

2. Advance Reimbursement Procedure:

- i. As an alternative to the above reimbursement procedure, the district shall provide any teacher who complies with the above procedures (1i,1ii,1iii,1iv) the option of reimbursement prior to the completion of the course.
- ii. In the event that any employee who has used this advance reimbursement procedure fails to successfully complete the course(s) or to provide documentation of successful completion within thirty (30) days from the ending date of the course, the employee shall reimburse RSU 23 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 two (2) consecutive payments or fewer if fewer payroll payments remain in the contract year.

3. Direct Payment Procedure:

- i. The district shall provide any teacher who complies with the above procedures (1i,1ii,1iii,1iv) the option of direct payment to the bursar. This is only available for courses taken at the University of Maine Farmington, University of Maine Orono, and the University Of Southern Maine.

B. NATIONAL BOARD CERTIFICATION

1. Teacher participation in National Board Certification shall be voluntary.
2. Teachers wishing to pursue National Board Certification shall be reimbursed the full cost of the application fee.
3. Candidates for National Board Certification will be granted up to three (3) days of release time with pay at times selected by the candidate to prepare their portfolio.

ARTICLE 18 TEACHER EVALUATION

A. The purpose of teacher evaluation is for professional growth and performance evaluation.

1. Teachers shall be provided with a written/electronic copy of the evaluation criteria and the evaluation form at the beginning of each school year.

2. Teachers shall be evaluated periodically by Administrator(s) designated by the Superintendent or his/her administrative representative. The evaluation shall be conducted in accordance with Board policy. Teachers shall be notified of whom their evaluator(s) will be by October 1st.
 3. Evaluators will meet or provide the opportunity to meet with teachers within ten (10) working days of the observation for the purpose of discussing the observation, unless an emergency prevents such scheduling.
 4. All formal evaluations will be completed by April 7th for probationary and continuing contract teachers.
- B. Pursuant to Title 20-A, Chapter 508, evaluations conducted and effectiveness ratings resulting from implementation of a system under the chapter shall be performed consistent with the TEPG system developed in collaboration with the Association and adopted by the Board.

ARTICLE 19 LEAVES

1. COORDINATION WITH LEAVE LAWS:

- a. Any leave used per this Agreement will satisfy any legal obligation of the Board to provide earned paid leave or unpaid family medical leave for the same absence. All paid leave per this agreement will be used concurrently with any unpaid leave available per any law. There will be no accrual or payout of unused paid leave at any time, except as provided in this agreement.
- b. The Board and employees will evenly split (i.e., 50/50) any premium due under 26 M.R.S. Sect. 850-F or H.

2. SICK LEAVE

- a. Leave for personal illness shall be granted at the rate of 18 days per school year, accumulative to a maximum of 170 days including days from previous years. At the beginning of the work year, a teacher is entitled to their accumulative maximum from the previous year plus the annual 18 days. At the end of the work year, a teacher's number of sick leave days to be carried over shall not exceed the maximum accumulative days provided in this provision. Leave days shall be credited as of the first workday of the school year provided the employee reports for work on that day or is on an approved leave. For those hired after the first day of school, sick leave days will be prorated. Any teacher employed during 2010-11 in Old Orchard Beach with a sick leave accumulation greater than 160 days (to a maximum of 185 days), shall be grandfathered at those accumulations above 160.

- b. Each teacher's current sick leave, and personal business leave balances will be indicated on their paycheck for each pay period.
- c. To ensure the appropriate use of sick leave, the Superintendent or designee may discuss and request a physician's certificate for any teacher with a pattern of sick leave usage that indicates possible abuse and/or has used five (5) or more days in one school year.
- d. The physician's certificate is not intended to state the specific nature of the illness or disability but only whether the illness or disability prevented the teacher from performing their job responsibilities. The Superintendent or designee may request another physician's opinion and shall make the arrangements for another medical opinion. The District will cover any expense incurred by such a request for another opinion. Failure to comply with a request for a certificate shall result in a loss of pay or other appropriate discipline for the day(s) in question.
- e. If a teacher is eligible for workers' compensation benefits, the teacher shall receive full sick leave pay, provided that they have accumulated sick leave available, until workers' compensation benefit payments begin. Once workers' compensation benefit payments begin, the employee shall receive from their accumulated sick leave the difference between the amount of their regular net pay and the amount received as workers' compensation. The difference shall be charged on a pro-rated basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted. Should an employee not wish to use their accumulated sick leave when workers' compensation benefit payments begin, they shall so notify the Superintendent in writing.

3. SICK LEAVE BANK

- a. The purpose of the sick leave bank is to provide income protection for second year probationary or continuing contract teachers who are members of the sick leave bank who, because of prolonged illness, have exhausted their accumulated sick leave benefits and are unable to return to work, including the performance of alternative work assignments.
- b. The sick leave bank will be administered by a continuing committee composed of the Superintendent, a Board member, and two (2) teachers designated by the Association. A majority vote of the committee shall be required for any days to be granted. The sick leave bank committee ("committee") shall annually report to the RSU 23 Board of Directors ("Board"), the Association and the members of the sick leave bank, indicating the use of the sick leave bank regarding the days used, balances available, and/or general operation procedures. The committee may submit recommendations for modification to the operation of the sick leave bank to the Board and the Association. If the recommendations are ratified by the Board and the Association, the recommendations shall be implemented.

- c. At the beginning of each school year, a ten (10) day notice will be provided from the Superintendent's office to allow teachers to enroll or discontinue membership in the sick leave bank. Absent a request to discontinue membership in the sick leave bank, participating teachers will automatically continue to be enrolled. If a teacher opts to discontinue membership, they shall not be a participating member and shall not be eligible for the sick leave bank.
- d. Each second year teacher will be automatically enrolled in the sick leave bank and one (1) day of their accumulated sick leave will be placed in the sick leave bank and the teacher shall be provided written notification by the central office. If the teacher does not want to participate, he/she will notify the central office in writing on the sick leave bank form within ten (10) day of its receipt.
- e. When an eligible teacher has used all of their accumulated sick leave, they may draw on the sick leave bank, provided they meet the conditions established below. To qualify for sick leave from the sick leave bank, a teacher must have:
 - i. Contributed one (1) day of their own personal sick leave and be a current sick leave bank member;
 - ii. Used all of their personal sick leave;
 - iii. Provided a doctor's certificate regarding the illness that prevents the individual from attending work.
- f. Members withdrawing sick leave days from the bank will not have to replace those days, except as a regular contributing member of the bank.
- g. The initial request for use of the sick leave bank shall be for no more than 30 days unless otherwise specified by a physician and approved by the committee. After committee review, additional days may be granted by the committee in blocks of up to thirty (30) days. Upon request and approval of the committee, the thirty day limit may be waived. A second, 5-day waiting period, may be waived by the committee if the prolonged illness extends into the subsequent school year.
- h. In order to receive sick leave bank days, the teacher must agree in writing that in the event the teacher is subsequently deemed eligible for a Maine Public Employees Retirement System's disability retirement and, in fact, receives a disability retirement from MPERS or from a private income protection plan, the teacher must repay the district the amount equivalent to the daily amount received from the insurance carrier or the MPERS, if any, after the effective date of the disability retirement or income protection plan. The intent of this provision is to prevent a double payment of sick leave or an extension of paid health insurance benefits.

- i. Sick leave days, once contributed to the bank, may not be withdrawn by the employee, except as a member accessing the sick leave bank under the provisions provided in this Agreement. A member who uses the sick leave bank in any given year is encouraged to contribute a sick leave day to the bank in the following year.
- j. The sick leave bank will begin in 2014/15 with 150 days. The maximum number of sick leave days available in any one year in the sick leave bank shall be 500. If the 500 days are used in any year, the committee may request that the Board grant a waiver of the 500 days limit. If granted, the Board shall establish the number of additional sick leave bank days to be available.
- k. In the event that the number of sick leave days in the sick leave bank falls below fifty (50) days, all participating bank members must contribute an additional day of sick leave to remain eligible for sick leave bank usage; except that the second year probationary teachers will not have to contribute more than the initial contribution of one (1) day in their first year of participation in the bank. The Committee will notify the Association and the Superintendent two (2) weeks prior to the teachers being notified of the assessment. Teachers will be notified by the Committee at the time the assessment is made.
- l. Usage of the sick leave bank is not subject to the grievance procedure. Violations of the procedural requirements of the sick leave bank are subject to the grievance procedure.

4. TEMPORARY LEAVES OF ABSENCE

a. ILLNESS IN THE FAMILY

- i. All teachers are allowed up to seven (7) days' leave annually for illness in the immediate family: spouse, child, parent, sibling or any member of the same household as the teacher. These days will be deducted from the teacher's accrued sick leave. Additional days may be granted at the discretion of the Superintendent and will be deducted from the teacher's sick leave. The Superintendent's decision is appealable to the Board, whose decision shall be final.

b. BEREAVEMENT LEAVE

- i. In the case of the death of a member of the immediate family, up to five (5) days of leave with pay shall be allowed for each occurrence. Immediate family shall be defined as: parent, parent-in-law, spouse, children, brother, sister or any member of the same household as the teacher. In the case of death of other relatives or in-laws, up to two (2) days per occurrence shall be allowed. The Superintendent has the discretion to grant additional days including the determination of a request for bereavement leave of significant others, which will be decided on a case-by-case basis.

c. PERSONAL LEAVE

- i. All teachers may be allowed three (3) days personal leave each school year. These may be requested for personal business, legal matters, and religious observations. A one (1) week notification to the building principal shall be given except in the case of emergency (one month, if the day falls prior to or following a vacation). Building staff needs may necessitate limiting the number of staff who would be approved on any given day. Exceptions to these requirements may be granted at the sole discretion of the Superintendent, whose decision shall not be grievable. Up to two (2) days of unused personal leave may be carried over to the next year but may not result in any more than five (5) days in the aggregate.
- ii. Additional days pertaining to paragraphs A, B, and C shall be granted at the discretion of the Superintendent and will be deducted from the teacher's sick leave.

d. JURY LEAVE AND MILITARY LEAVE

- i. Jury leave and military leave shall be governed and controlled by State of Maine and Federal Law. Teachers who have had their professional teaching careers interrupted by mandated military service by Government Act of the United States will be granted credit for experience equal to one-half (1/2) of their service time, but not to exceed two (2) years.

5. SABBATICAL LEAVES

- a. A sabbatical leave may be granted to a teacher by the Board for further study and/or for other reasons of value to the RSU, subject to the following conditions:
 - i. If there are a number of qualified applicants in any one year, sabbatical leaves may be granted to a maximum of three (3) teachers per school year.
 - ii. The teacher will have completed seven (7) years of consecutive teaching in the RSU, and/or the component entities of Old Orchard Beach, Dayton and Saco school systems.
- b. A teacher may apply for a sabbatical by submitting a request using a form found in the Appendix to the Superintendent no later than September 30th of the year preceding the school year for which the sabbatical leave is requested. The proposal shall include:
 - i. Purpose of the leave, including the goals to be accomplished.
 - ii. Area of study (including study in another area of specialization and/or travel);
 - iii. Activities to be carried on by the teacher;
 - iv. The benefits and value of the leave to the teacher and the district.
 - v. How the leave is the best way to accomplish the stated goals.

c. The School Board may grant the request subject to the following conditions:

- i. A teacher who is granted a sabbatical leave agrees to return to the school system for a minimum of three (3) years. A teacher shall execute a written sabbatical leave agreement guaranteeing this, as found in the Appendix. If a teacher does not fulfill the three (3) year obligation, a teacher shall reimburse the Board a pro rata share of the pay and benefits received on sabbatical leave based on the number of years and time teaching after the teacher's return to the district from sabbatical leave. The Superintendent may waive this repayment obligation partially or totally, on a case-by-case basis, if an accident or illness prevents a teacher from returning to work and the teacher is required to resign. If the teacher's position is eliminated, the Reduction in Force language will be followed, and no repayment obligation will be required.
- ii. A teacher on sabbatical leave shall be considered an employee and receive all benefits due any teacher excluding temporary leaves such as sick leave, family illness leave, bereavement leave, personal leave, or sick leave bank. Sick leave does not accrue while on sabbatical leave.
- iii. A teacher on sabbatical leave shall receive one-half their salary for the duration of the approved sabbatical leave.
- iv. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level that they would have achieved had they remained actively employed in the system during the period of sabbatical leave. A teacher will be reinstated into their former position, or a position designated in the sabbatical leave agreement. In the event the teacher's position has been eliminated, the Reduction in Force language will be followed.
- v. Upon completion of the sabbatical leave, the teacher shall submit to the Board a report of their sabbatical and the accruing benefits to the teacher.

6. EXTENDED LEAVES OF ABSENCE AND CHILD CARE LEAVE

- a. A continuing contract teacher may receive a leave of absence, without pay or benefits, of up to one (1) school year for the purpose of caring for the teacher's newborn or adopted child, or to avoid exposure to a disease, which would adversely affect the teacher's unborn fetus. Such leave, if taken, shall terminate at the end of the school year or the half year, whichever is applicable. Leave of a different duration may be granted for these purposes at the discretion of the Board.

- b. A continuing contract teacher may receive a leave of absence, without pay or benefits, for the purpose of caring for a sick member of the immediate family. Immediate family shall be defined for this provision as spouse, child, parent, sibling or any other member of the family living in the teacher's household. In order for the leave to be granted, the teacher shall provide the Superintendent with written medical documentation.
- c. Upon expiration of the leave, the teacher shall be reinstated to their former position held and experience step earned at the time of leave. In the event that the teacher's position has been eliminated, the Reduction in Force language (Article 15) will be followed.
- d. Any leave taken for FMLA-qualifying purposes (including leave taken under employment policies, bargaining agreements, or contracts) shall also be applied to an employee's annual FMLA entitlement. When paid leave taken for FMLA-qualifying purposes is exhausted, the balance of the FMLA leave shall be unpaid.
- e. TEACHER RELEASE POSITIONS
 - i. A teacher may be granted a leave for one (1) year, renewable for up to two (2) years, to serve in an RSU 23 position outside of the bargaining unit, including administrative positions. A teacher on leave shall retain their seniority including salary step(s) and this leave will not constitute a break in service. At the end of the leave, a teacher will return to their former position. In the event that the position has been eliminated, the Reduction in Force language will be followed. At the end of the leave period, if a teacher chooses to not return to a teaching position, they will no longer be considered a part of the bargaining unit and this will constitute a break in service.
 - ii. A job description will be provided for each release position, and if the job description changes, the position will be reposted.

ARTICLE 20 STIPENDS

- A. Stipend positions and rates of compensation for the length of the contract shall be listed in Appendix B. attached to this contract and are calculated on a predetermined percentage of the 2025-2026 base teaching salary scale (\$46,000).
- B. It is understood that any stipend position appointment is a one (1) year appointment, and not an entitlement for a subsequent appointment, and is not grievable. Employees hired for a stipend position will receive an annual salary agreement listing the title of the position, salary and years of experience. The Board retains the right to fill or not fill any stipend position(s).

- C. When extensions to a regular season occur due to championship competition, the coaches or club advisor will be compensated the following:
1. Head Coach \$300
 2. Assistant Coaches \$200
- D. Eligible individuals will receive longevity pay up to a maximum of \$750 or 30% of their stipend, whichever is less (see chart*). Longevity pay will only apply to stipends that are paid to individuals who work directly with students.

	Maximum	Minimum
Step (Years)	Longevity Pay*	Longevity Pay*
1-4	\$0	\$0
5-7	\$250	10% of stipend
8-10	\$500	20% of stipend
11+	\$750	30% of stipend

A coach who changes positions in the same sport within RSU 23 will retain their longevity. New coaches/advisors may, with the approval of the Superintendent, be credited with years of experience from (an)other school system(s).

- E. A Stipend Review Committee, composed of an equal number of Board and Association appointed representatives, will meet annually (by December 15th) to review programs, new proposals and changes to existing stipend positions. The committee will make recommendations to the Superintendent of Schools and the Association's designees for final review and submission to the Board for approval. The Committee shall be composed of the District Superintendent of Schools and/or designee, Association President and/or designee, representatives of the Association and the school Principals/Designees.
- F. The parties agree that all new personnel elected by the Board to stipend positions during the term of this Agreement or when new stipend positions are created shall be assigned appropriate compensation by the Superintendent in accordance with the stipend job criteria in effect at the time of hire. The extracurricular compensation schedules for Athletics, Co-Curricular, and Administrative stipend positions listed in the Appendix can be changed at any time during the term of this Agreement upon the mutual consent of the Board's and the Association's designees.

ARTICLE 21 ASSOCIATION RIGHTS

A. RELEASE TIME FOR ASSOCIATION BUSINESS

1. The President of the RSU 23 Education Association or their designee(s) shall be allowed a total of four (4) days for Association business. Additional days may be

granted by the Superintendent. The RSU 23 Education Association President shall notify the Superintendent or designee, at least two (2) days in advance of use of these release days. In the case of an emergency, the Superintendent or designee may waive the two (2) day notice.

2. Teachers may be released at the close of student days in order to attend committee meetings of the RSU 23 Education Association. Teachers are responsible for arranging coverage for regularly assigned duties.
3. Whenever any representative(s) of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, mediation, fact-finding, arbitration, conferences or meetings, he/she shall suffer no loss in pay. A forty-eight (48) hours' notice will be given to each principal to arrange for coverage.

B. EMAIL USE

1. The Association shall have the use of the District email to communicate with its members for informational purposes about regular Association business. The Association will not use district email to the detriment of the Board or its policies.

C. FACILITIES USE

1. The Association shall be permitted to use school facilities and equipment subject to the same regulations and charges as govern other community organizations using such facilities and equipment.

ARTICLE 22 TRAVEL

Approved travel will be reimbursed at the IRS rate effective September 1st of each school year.

ARTICLE 23 MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- B. After ratification, current copies of this Agreement shall be posted as a PDF on the District's website.
- C. If any provision of the Agreement or any application thereof to any teacher or group of teachers is found to be contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- D. If the Board/Superintendent is contemplating a change of educational policy, it shall provide written notice to the President of the Association. If requested by the Association, the Board/Superintendent will meet and consult regarding its possible change with representatives of the Association. During the meet and consult session, the Association shall be provided the opportunity to offer comments and suggestions regarding the proposed change of an educational policy. Following the meet and consult process, the Board/Superintendent will decide whether to maintain or change the educational policy matter. If the Board/Superintendent changes educational policy, it may unilaterally implement the change and shall provide written notification to the Association President. The Association may request to bargain the impact of the change of educational policy.

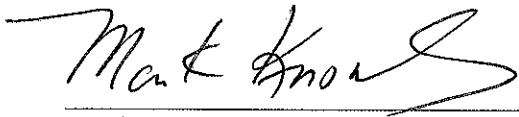
ARTICLE 24 DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2025 and shall continue in full force and effect until August 31, 2028. Pursuant to 26 M.R.S.A. § 964-A, the grievance arbitration provisions of the expired contract remain in effect until the parties execute a new contract.
- B. During the life of this Agreement, any provision may be reopened by written agreement between the Board and the Association. Any tentative agreement reached, shall be subject to ratification by the parties and attached to this Agreement.

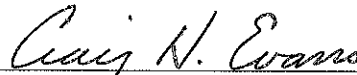
In witness whereof, the parties hereto have set their hand the 4th day of August, 2025.

For the Association:

For the Board:



Mark Knowles
RSU 23 Education Association President



Craig Evans
Chair of the RSU 23 Board of Directors

Appendix A. Salary Scales

2025-2026 Salary Scale			
	BS	M	M + 30
1	\$ 46,000.00	\$ 49,000.00	\$ 52,500.00
2	\$ 47,437.50	\$ 50,514.58	\$ 53,979.17
3	\$ 48,875.00	\$ 52,029.17	\$ 55,458.33
4	\$ 50,312.50	\$ 53,543.75	\$ 56,937.50
5	\$ 51,750.00	\$ 55,058.33	\$ 58,416.67
6	\$ 53,187.50	\$ 56,572.92	\$ 59,895.83
7	\$ 54,625.00	\$ 58,087.50	\$ 61,375.00
8	\$ 56,062.50	\$ 59,602.08	\$ 62,854.17
9	\$ 57,500.00	\$ 61,116.67	\$ 64,333.33
10	\$ 58,937.50	\$ 62,631.25	\$ 65,812.50
11	\$ 60,375.00	\$ 64,145.83	\$ 67,291.67
12	\$ 61,812.50	\$ 65,660.42	\$ 68,770.83
13	\$ 63,250.00	\$ 67,175.00	\$ 70,250.00
14	\$ 64,687.50	\$ 68,689.58	\$ 71,729.17
15	\$ 66,125.00	\$ 70,204.17	\$ 73,208.33
16	\$ 67,562.50	\$ 71,718.75	\$ 74,687.50
17	\$ 69,000.00	\$ 73,233.33	\$ 76,166.67
18	\$ 70,437.50	\$ 74,747.92	\$ 77,645.83
19	\$ 71,875.00	\$ 76,262.50	\$ 79,125.00
20	\$ 73,312.50	\$ 77,777.08	\$ 80,604.17
21	\$ 74,750.00	\$ 79,291.67	\$ 82,083.33
22	\$ 76,187.50	\$ 80,806.25	\$ 83,562.50
23	\$ 77,625.00	\$ 82,320.83	\$ 85,041.67
24	\$ 79,062.50	\$ 83,835.42	\$ 86,520.83
25+	\$ 80,500.00	\$ 85,350.00	\$ 88,000.00

2026-2027 Salary Scale

	BS	M	M + 30
1	\$ 47,380.00	\$ 50,470.00	\$ 54,075.00
2	\$ 48,860.63	\$ 52,030.02	\$ 55,598.54
3	\$ 50,341.25	\$ 53,590.04	\$ 57,122.08
4	\$ 51,821.88	\$ 55,150.06	\$ 58,645.63
5	\$ 53,302.50	\$ 56,710.08	\$ 60,169.17
6	\$ 54,783.13	\$ 58,270.10	\$ 61,692.71
7	\$ 56,263.75	\$ 59,830.13	\$ 63,216.25
8	\$ 57,744.38	\$ 61,390.15	\$ 64,739.79
9	\$ 59,225.00	\$ 62,950.17	\$ 66,263.33
10	\$ 60,705.63	\$ 64,510.19	\$ 67,786.88
11	\$ 62,186.25	\$ 66,070.21	\$ 69,310.42
12	\$ 63,666.88	\$ 67,630.23	\$ 70,833.96
13	\$ 65,147.50	\$ 69,190.25	\$ 72,357.50
14	\$ 66,628.13	\$ 70,750.27	\$ 73,881.04
15	\$ 68,108.75	\$ 72,310.29	\$ 75,404.58
16	\$ 69,589.38	\$ 73,870.31	\$ 76,928.13
17	\$ 71,070.00	\$ 75,430.33	\$ 78,451.67
18	\$ 72,550.63	\$ 76,990.35	\$ 79,975.21
19	\$ 74,031.25	\$ 78,550.38	\$ 81,498.75
20	\$ 75,511.88	\$ 80,110.40	\$ 83,022.29
21	\$ 76,992.50	\$ 81,670.42	\$ 84,545.83
22	\$ 78,473.13	\$ 83,230.44	\$ 86,069.38
23	\$ 79,953.75	\$ 84,790.46	\$ 87,592.92
24	\$ 81,434.38	\$ 86,350.48	\$ 89,116.46
25+	\$ 82,915.00	\$ 87,910.50	\$ 90,640.00

2027-2028 Salary Scale

1	\$ 48,919.85	\$ 52,110.28	\$ 55,832.44
2	\$ 50,448.60	\$ 53,721.00	\$ 57,405.49
3	\$ 51,977.34	\$ 55,331.72	\$ 58,978.55
4	\$ 53,506.09	\$ 56,942.44	\$ 60,551.61
5	\$ 55,034.83	\$ 58,553.16	\$ 62,124.66
6	\$ 56,563.58	\$ 60,163.88	\$ 63,697.72
7	\$ 58,092.32	\$ 61,774.60	\$ 65,270.78
8	\$ 59,621.07	\$ 63,385.33	\$ 66,843.83
9	\$ 61,149.81	\$ 64,996.05	\$ 68,416.89
10	\$ 62,678.56	\$ 66,606.77	\$ 69,989.95
11	\$ 64,207.30	\$ 68,217.49	\$ 71,563.01
12	\$ 65,736.05	\$ 69,828.21	\$ 73,136.06
13	\$ 67,264.79	\$ 71,438.93	\$ 74,709.12
14	\$ 68,793.54	\$ 73,049.65	\$ 76,282.18
15	\$ 70,322.28	\$ 74,660.38	\$ 77,855.23
16	\$ 71,851.03	\$ 76,271.10	\$ 79,428.29
17	\$ 73,379.78	\$ 77,881.82	\$ 81,001.35
18	\$ 74,908.52	\$ 79,492.54	\$ 82,574.40
19	\$ 76,437.27	\$ 81,103.26	\$ 84,147.46
20	\$ 77,966.01	\$ 82,713.98	\$ 85,720.52
21	\$ 79,494.76	\$ 84,324.71	\$ 87,293.57
22	\$ 81,023.50	\$ 85,935.43	\$ 88,866.63
23	\$ 82,552.25	\$ 87,546.15	\$ 90,439.69
24	\$ 84,080.99	\$ 89,156.87	\$ 92,012.74
25+	\$ 85,609.74	\$ 90,767.59	\$ 93,585.80

Appendix B. RSU 23 Stipends

High School Athletics	2025-2028	% of Stipend Base (\$46,000)
Football Varsity	\$7,858.25	17.08%
Football Assistant # 1	\$4,660.13	10.13%
Football Assistant # 2	\$4,660.13	10.13%
Football Assistant #3	\$4,660.13	10.13%
JV Soccer	\$4,020.50	8.74%
Golf Varsity	\$4,203.25	9.14%
Soccer Girls Varsity	\$5,573.88	12.12%
Soccer Girls JV	\$4,020.50	8.74%
Cross Country	\$4,020.50	8.74%
Basketball Boys Varsity	\$7,401.38	16.09%
Basketball Boys JV	\$4,020.50	8.74%
Basketball First Team	\$1,827.50	3.97%
Basketball Girls Varsity	\$7,401.38	16.09%
Basketball Girls JV	\$4,020.50	8.74%
Baseball Varsity	\$5,573.88	12.12%
Baseball JV	\$4,020.50	8.74%
Softball Varsity	\$5,573.88	12.12%
Softball JV	\$4,020.50	8.74%
Track Spring Varsity	\$5,573.88	12.12%
Track Spring Assistant	\$3,837.75	8.34%
Middle School Athletics	2025-2028	% of Stipend Base (\$46,000)
Football	\$4,660.13	10.13%
Football Assistant	\$3,655.00	7.95%
Field Hockey 8th & 7th	\$3,289.50	7.15%
Cross Country	\$3,289.50	7.15%
Soccer Boys 7th & 8th	\$3,289.50	7.15%
Soccer Girls 8th	\$3,289.50	7.15%
Soccer Girls 7th	\$3,289.50	7.15%
Basketball Boys 8th	\$3,289.50	7.15%
Basketball Boys 7th	\$3,289.50	7.15%
Basketball Girls 8th	\$3,289.50	7.15%
Indoor Track	\$2,166.00	4.71%
Basketball Girls 7th	\$3,289.50	7.15%
Baseball 8th	\$3,289.50	7.15%
Baseball 7th	\$3,289.50	7.15%
Softball 8th	\$3,289.50	7.15%
Softball 7th	\$3,289.50	7.15%
Track Spring	\$3,289.50	7.15%
Track Spring Asst.	\$3,015.38	6.56%

CO-Curricular Stipends	2025-2028	% of Stipend Base (\$46,000)
OOB HS Band	\$7,035.88	15.30%
4 - 12 Color Guard Instructor	\$3,655.00	7.95%
OOB HS Drama	\$3,052.00	6.63%
OOB HS Drill Designer	\$3,289.50	7.15%
OOB HS Drill Instructor	\$2,101.63	4.57%
OOB HS Interact Club	\$2,383.00	5.18%
OOB HS Art Club	\$2,010.25	4.37%
OOB HS Civil Rights Club	\$1,975.00	4.29%
OOB HS Intramurals	\$2,375.75	5.16%
OOB HS JV Jazz Choir	\$3,106.75	6.75%
OOB HS National Honor Society	\$2,010.25	4.37%
OOB HS Natural Helpers	\$2,010.25	4.37%
OOH HS Outing Club	\$2,010.25	4.37%
OOB HS Percussion Instructor	\$2,649.88	5.76%
OOB HS Prom Advisor	\$1,727.00	3.75%
OOB HS Student Council	\$3,289.50	7.15%
OOB HS Weight Training Fall	\$1,644.75	3.58%
OOB HS Weight Training Winter	\$1,644.75	3.58%
OOB HS Weight Training Spring	\$1,644.75	3.58%
OOB HS Weight Training Summer	\$1,644.75	3.58%
OOB HS Yearbook Advisor	\$4,751.50	10.33%
OOB HS Site Supervisor	\$2,288.03	4.97%
OOB HS Mgr of Student Activities	\$4,660.13	10.13%
Robotics	\$2,010.00	4.37%
Internship Advisor	\$2,722.98	5.92%
Internship Advisor	\$2,722.98	5.92%
HS Class Advisor	\$1,097.00	2.38%
Safety Coordinator	\$4,463.12	9.70%
Chemical Hygiene/Safety Off	\$1,644.75	3.58%
LMS Yearbook	\$2,558.50	5.56%
LMS Semi-Formal	\$913.75	1.99%
LMS Band	\$5,025.63	10.93%
LMS Elementary Chorus	\$2,649.88	5.76%
LMS Drama	\$2,340.00	5.09%
LMS Intramurals	\$1,553.00	3.38%
LMS Intramurals	\$1,553.00	3.38%
LMS Glee Club	\$1,096.50	2.38%
LMS Student Council	\$2,284.38	4.97%
LMS Site Supervisor	\$2,288.03	4.97%
Jameson Chorus	\$2,284.38	4.97%
Team Leader Stipends	2025-2028	% of Stipend Base (\$46,000)
Team Leader/Department Head	\$2,632.00	5.72%
At-Large Department Chair	\$702.00	1.53%
Certification Team Chair	\$2,193.00	4.77%
Certification Team Member	\$1,645.00	3.58%
Teacher Mentors	\$548.00	1.19%

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this ___ day of June 2025, by and between the Board of Directors of RSU No. 23 (the “Board”) and the RSU No. 23 Education Association/MEA/NEA (the “Association”) on behalf of those teachers who were paid according to a BS+15 or M+15 lane on the negotiated salary scale for the 2024-25 school year because of their additional degree credits (collectively referred to as the “Employees”).

WHEREAS, the Board and Association agree that the Employees who are employed by the Board upon the date that the parties’ 2025-2028 collective bargaining agreement is fully ratified will be covered by the terms and conditions of that agreement, except as set forth below;

NOW, THEREFORE, for mutual consideration, the Board and the Association agree as follows until the expiration of the parties’ 2025-2028 Collective Bargaining Agreement:

1. The Employees will be paid salaries according to the attached “+15” scales based on their years of experience (each year of the 2025-2028 contract) and degree credits (only as of August 31, 2025), unless an employee changes lanes or employment.
2. By signing this memorandum, all parties affirm that they have read it carefully and are signing voluntarily with full knowledge of its significance, and agree that it will not be cited by any party as a precedent, past practice, or contract interpretation in connection with any future issue.

[signatures on following page]

WITNESS:

RSU NO.23

By: Craig N. Evans
BOARD CHAIR

RSU NO. 23 EDUCATION ASSOCIATION/MEA/NEA

By: Mark L. Knowlton 8/4/25

its authorized representative

Salary Scales for Teachers in +15 Credit Lanes per MOU

25/26		BS+15	M + 15	26/27		BS+15	M + 15
	1	\$ 46,500.00	\$ 50,500.00		1	\$ 47,895.00	\$ 52,015.00
	2	\$ 47,958.33	\$ 51,958.33		2	\$ 49,397.08	\$ 53,517.08
	3	\$ 49,416.67	\$ 53,416.67		3	\$ 50,899.17	\$ 55,019.17
	4	\$ 50,875.00	\$ 54,875.00		4	\$ 52,401.25	\$ 56,521.25
	5	\$ 52,333.33	\$ 56,333.33		5	\$ 53,903.33	\$ 58,023.33
	6	\$ 53,791.67	\$ 57,791.67		6	\$ 55,405.42	\$ 59,525.42
	7	\$ 55,250.00	\$ 59,250.00		7	\$ 56,907.50	\$ 61,027.50
	8	\$ 56,708.33	\$ 60,708.33		8	\$ 58,409.58	\$ 62,529.58
	9	\$ 58,166.67	\$ 62,166.67		9	\$ 59,911.67	\$ 64,031.67
	10	\$ 59,625.00	\$ 63,625.00		10	\$ 61,413.75	\$ 65,533.75
	11	\$ 61,083.33	\$ 65,083.33		11	\$ 62,915.83	\$ 67,035.83
	12	\$ 62,541.67	\$ 66,541.67		12	\$ 64,417.92	\$ 68,537.92
	13	\$ 64,000.00	\$ 68,000.00		13	\$ 65,920.00	\$ 70,040.00
	14	\$ 65,458.33	\$ 69,458.33		14	\$ 67,422.08	\$ 71,542.08
	15	\$ 66,916.67	\$ 70,916.67		15	\$ 68,924.17	\$ 73,044.17
	16	\$ 68,375.00	\$ 72,375.00		16	\$ 70,426.25	\$ 74,546.25
	17	\$ 69,833.33	\$ 73,833.33		17	\$ 71,928.33	\$ 76,048.33
	18	\$ 71,291.67	\$ 75,291.67		18	\$ 73,430.42	\$ 77,550.42
	19	\$ 72,750.00	\$ 76,750.00		19	\$ 74,932.50	\$ 79,052.50
	20	\$ 74,208.33	\$ 78,208.33		20	\$ 76,434.58	\$ 80,554.58
	21	\$ 75,666.67	\$ 79,666.67		21	\$ 77,936.67	\$ 82,056.67
	22	\$ 77,125.00	\$ 81,125.00		22	\$ 79,438.75	\$ 83,558.75
	23	\$ 78,583.33	\$ 82,583.33		23	\$ 80,940.83	\$ 85,060.83
	24	\$ 80,041.67	\$ 84,041.67		24	\$ 82,442.92	\$ 86,562.92
	25	\$ 81,500.00	\$ 85,500.00		25	\$ 83,945.00	\$ 88,065.00

		BS+15	M + 15
27/28	1	\$ 49,451.59	\$ 53,705.49
	2	\$ 51,002.49	\$ 55,256.39
	3	\$ 52,553.39	\$ 56,807.29
	4	\$ 54,104.29	\$ 58,358.19
	5	\$ 55,655.19	\$ 59,909.09
	6	\$ 57,206.09	\$ 61,459.99
	7	\$ 58,756.99	\$ 63,010.89
	8	\$ 60,307.89	\$ 64,561.79
	9	\$ 61,858.80	\$ 66,112.70
	10	\$ 63,409.70	\$ 67,663.60
	11	\$ 64,960.60	\$ 69,214.50
	12	\$ 66,511.50	\$ 70,765.40
	13	\$ 68,062.40	\$ 72,316.30
	14	\$ 69,613.30	\$ 73,867.20
	15	\$ 71,164.20	\$ 75,418.10
	16	\$ 72,715.10	\$ 76,969.00
	17	\$ 74,266.00	\$ 78,519.90
	18	\$ 75,816.91	\$ 80,070.81
	19	\$ 77,367.81	\$ 81,621.71
	20	\$ 78,918.71	\$ 83,172.61
	21	\$ 80,469.61	\$ 84,723.51
	22	\$ 82,020.51	\$ 86,274.41
	23	\$ 83,571.41	\$ 87,825.31
	24	\$ 85,122.31	\$ 89,376.21
	25	\$ 86,673.21	\$ 90,927.11

