

# Collective Bargaining Agreement

between the

Regional School Unit 40  
Board of Directors

and the

Administrator Group

July 1, 2019~June 30, 2022

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## RSU 40 Board of Directors and RSU 40 Administrator Group

July 1, 2019-June 30, 2022

This document sets out the terms of agreement between the RSU 40 Board of Directors (Board) and the RSU 40 Administrator Group (Group).

### 1. REPRESENTATION

The RSU 40 Administrator Group represents the following administrative positions:

- Director of Special Services
- Assistant Director of Special Services
- Director of Adult Education
- Athletic Director
- High School Principal
- High School Assistant Principal
- Middle School Principal
- Middle School Assistant Principal
- Elementary Principal
- Elementary Assistant Principal
- Director of Technology

### 2. COMPENSATION

The intent of the Agreement is to move the salaries of all administrators who are not at the state average toward state average salaries for their positions according to the MSMA Statewide and Regional Salary and Benefit Data.

a. For Fiscal Year 2019-2020, each administrator's salary will be based on the greater of a 2% increase or the state average, plus stipends for longevity and advanced degrees (appendix A). For Fiscal Years 2020-2021 and 2021-2022 the Group as a whole will receive a 2.5% increase (appendix A).

b. Administrators hired or promoted into their positions during the term of this agreement will receive a starting salary agreeable to both the administrator and the Superintendent. Subsequent adjustments will be made in accordance with the preceding paragraphs of Section 2.

c. An administrator retiring after ten (10) years of being an administrator in the district, will be eligible to receive the administrator's per diem rate of pay for up to thirty (30) sick leave days if available, upon retirement on or before July 1 of the calendar year the administrator retires. The Board must receive a written statement from the administrator notifying the Board of their retirement on or before February 1<sup>st</sup> of the calendar year the administrator retires to be eligible. This is not to be construed as a retirement incentive. If the Maine Public Employee Retirement System at any time deems

the payments provided herein to be a retirement incentive, this article (2c) will become null and void.

d. Part-time administrators employed by the district will be eligible to receive prorated compensation.

### 3. STIPENDS FOR ADVANCED DEGREES

Administrators will receive additional annual compensation for advanced degrees paid in regular paychecks in accordance with the following amounts:

- a. MA plus 15 credits in a matriculated program \$1,000.00
- b. Certificate of Advanced Study (CAS) or Educational Specialist (EdS) \$2,000.00
- c. Doctorate \$3,000.00

### 4. LONGEVITY PAY

Administrators will receive additional annual compensation for longevity paid in regular paychecks in accordance-with the following amounts:

- 4+ years.....2 days per diem
- 8+ years.....4 days per diem
- 12+ years....6 days per diem
- 16+ years....8 days per diem
- 20+ years....10 days per diem

### 5. INCENTIVE STIPEND

Any administrator who does not use leave days, except bereavement, during any personal contract year will receive a stipend of two hundred dollars (\$200.00), or one hundred and fifty (\$150.00) for using no more than one (1) day, or one hundred (\$100.00) for using no more than two (2) days. These stipends are to be paid at the end of the school year if funds are available, but in any instance not later than the first pay period of the next contract year.

### 6. INSURANCE BENEFITS

a. The Board agrees to pay one-hundred percent (100%) of the cost of single coverage or eighty percent (80%) of the cost of adult/child, two person or family coverage at the MEA Choice Plus Plan premium rate for each full-time administrator employed by the district. The administrator will pay the remaining twenty percent (20%) of the monthly premium.

- 1) Administrators who elect coverage under the MEA Standard Plan will be responsible for the difference in cost between the MEA Standard Plan

premium and the Board's level of contribution to the MEA Choice Plus Plan premium at the applicable level of coverage.

- 2) Administrators who elect coverage under the MEA Standard 500 Plan, the Board agrees to pay eighty-three percent (83%) of the cost of single, adult/child, two person or family coverage for each full-time administrator. The employee shall pay the remaining seventeen percent (17%) of the monthly premium.
- 3) Administrators who elect coverage under the MEA Standard 1000 Plan, the Board agrees to pay eighty-five percent (85%) of the cost of single, adult/child, two person or family coverage for each full-time administrator. The administrator shall pay the remaining fifteen percent (15%) of the monthly premium.
- 4) The Board reserves the right to substitute equal and comparable health benefit coverage subject to review and approval by the Group.

b. Administrators not desiring the above insurance coverage shall not be entitled to any payment in lieu thereof.

c. Part time administrators employed by the District will be eligible to receive prorated benefits.

d. Life insurance: The Board will pay two hundred dollars (\$200.00) toward the life insurance premium for each administrator annually upon verification to the Superintendent that the administrator has purchased such coverage.

e. Dental insurance: The Board agrees to pay 100% of the cost of single coverage of the MSMA Dental Premium. An administrator may add dependent coverage at their own cost.

## 7. SICK LEAVE

Each administrator will be entitled to days of sick leave cumulative to one hundred fifty (150) days. An administrator who has a contract of 220 days will be granted 21 sick leave days per year. An administrator who has a contract of 210 days will be granted 20 sick days per year. Part-time administrators will receive prorated sick days according to their individual contract.

During an administrator's last year of employment prior to retirement under Maine State Retirement Guidelines, the administrator will be entitled to one hundred fifty (150) days plus the days granted for that contract year. However, at the point of retirement, only a maximum of one hundred fifty (150) days will be available to the administrator.

## 8. SICK LEAVE BANK

a. Any administrator who wants to join the central Sick Leave Bank will contribute one day of accumulated sick leave to the Bank at the beginning of each school year.

b. Access to the Bank is permitted only after the applicant's accumulated personal sick leave has been exhausted. The administrator must be out on sick leave for three (3) consecutive days before withdrawing from the Bank. At the committee's discretion, those three (3) days may be included in the days withdrawn from the Bank.

c. Only administrators who have joined and contributed to the Bank are eligible to withdraw days from the Bank. Days withdrawn may only be used for personal medical reasons and must be accompanied by a doctor's note.

d. When an administrator wishes to withdraw leave; a committee consisting of all administrators who have contributed to the Bank must review the request. Decisions will be made by simple majority vote. The committee may grant up to 30 days leave.

e. Administrators who have exhausted their accumulated sick leave allowance may make reasonable withdrawals from the Bank as determined by the committee. Additional days may be granted from the Bank under unusual circumstances at the committee's discretion with the superintendent's approval.

f. Administrators who withdraw days from the sick leave bank will be expected to pay back the days based upon the following schedule: Administrators do not need to repay the first ten days withdrawn from the bank. Administrators drawing between eleven (11) to thirty (30) days will repay fifty percent of the days. Administrators drawing over thirty (30) days will repay all of those days over thirty (30). An administrator who has elected to use days from the sick bank will be required to replace those days in no more than five (5) subsequent years. The sick days will be subtracted from the individual's sick leave accumulation in equal installments at the beginning of the employment period in the year following the use of the sick leave bank.

g. In July of each year, the Bank will carry a maximum of one hundred (100) days. Should the total number of days in the Bank fall below fifty (50) in a contract year, administrators may donate one additional day with the Superintendent's approval.

h. All decisions made by the Sick Leave Bank Committee are final and are not subject to any review, litigation or grievance.

## 9. OTHER LEAVE

a. **Personal Leave:** An administrator may elect to take paid leave totaling not more than three (3) days during the school year with notice to the Superintendent, preferably with two weeks' written notice. This leave may be used for personal affairs of an emergency nature that cannot reasonably be conducted outside school hours.

b. **Leave for Family Illness:** Fifteen (15) days of sick leave may be used for the express purpose of caring for an ill or injured family member when alternative, suitable provisions for the care of the family member cannot be made. In the event family illness leave is exhausted, due to extraordinary circumstances, a request for additional paid leave may be submitted to the Board for approval.

c. **Bereavement Leave:** Each administrator is entitled to five (5) days of bereavement leave. This leave will be granted for bereavement of a parent, grandparent, child, spouse, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and a person with whom the administrator had a close personal relationship. At the sole discretion of the Superintendent, additional leave days may be granted.

d. **Unpaid Leave of Absence:**

1) A leave of absence without pay may be granted by the Board, upon written recommendation by the Superintendent.

2) A written application from the administrator will indicate the purpose and length of the leave.

3) The administrator on leave of absence may elect to participate in the District's insurance benefits at the administrator's full expense. The payment terms of benefits will be set forth in the written agreement between the Board and the administrator.

4) Upon return, the administrator will assume his/her proper salary and benefits as provided by the agreement. The administrator will not accrue credit toward length of service or benefits including salary movement during the leave of absence without pay.

5) The conditions of granting a leave of absence without pay will be in writing and signed by the administrator, the Chair of the Board, and the Superintendent.

## 10. TAX SHELTERED ANNUITIES

Each administrator may participate in a tax-deferred annuity program of their choice per the district options available.

## 11. PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

Tuition will be paid for professional courses taken by administrators for professional advancement or an advanced degree in education with prior written approval by the Superintendent. A maximum of nine (9) graduate credit hours up to the University of Maine rate will be covered in any contract year. An administrator must request a signed purchase order for the university/college billing RSU 40 for the cost of tuition. If the university/college does not accept purchase orders, the administrator must submit a copy of the school's receipt for the tuition and will be reimbursed in a timely manner, normally two (2) weeks. Should the administrator not satisfactorily complete the course(s) with a letter grade of "B" or better, or "Passed" if applicable, the cost of tuition will be reimbursed to the District within thirty (30) days or the full amount will be deducted from the administrator's next paychecks. If an administrator receives prior written approval from the Superintendent for more than nine (9) credit hours in any year, up to nine (9) credit hours shall be reimbursed in the next year, and each year thereafter, until any approved tuition funding has been reimbursed. Each administrator is eligible to receive up to \$200.00 toward books and fees per course, per year. If the administrator leaves the employment of the District prior to full reimbursement, the District's reimbursement obligation will be terminated.

## 12. PROFESSIONAL MEMBERSHIPS

RSU 40 will pay administrator's dues to their state and national professional associations and for Association of Supervision and Curriculum Development (ASCD) membership or another professional organization approved by the Superintendent. Payment of dues will be made upon approval of the Superintendent.

## 13. EXPENSES:

RSU 40 will reimburse administrators for reasonable expenses incurred in the performance of administrative duties. Administrators that use their personal cell phone for business purposes, and do not have a district cell phone, will be reimbursed up to \$30.00 per month with a copy of the cover of their cell phone bill. Administrators who currently have a district cell phone will be required to use that cell phone until the contract expires. Expense vouchers will be submitted monthly or quarterly. All reimbursements will be made upon approval of the Superintendent.

## 14. DAYS WORKED

a. Full-Time Building Principals, Director of Special Services, Athletic Director and Director of Technology will work 220 days per year and Full-Time Assistant Principals and the Assistant Director of Special Services will work 210 days per year. The Director of Adult Education will work 142 days per year.

b. Extra days worked with the Superintendent's permission beyond those stated in the administrator's personal contract, will be paid at the administrator's per diem rate.



## 15. REDUCTION IN FORCE

a. The needs of RSU 40 will be the governing factor in terminating positions within the bargaining unit (group). However, where applicable, quality of performance and length of administrative service in RSU 40 will be given due consideration.

b. Layoff of employees covered under this collective bargaining agreement will be effective after ninety (90) calendar days written notice. Laid off employees duly certified for a position will have the right to fill any teaching position that has been vacated due to a retirement, resignation, or transfer provided the position is not needed to avoid a reduction in force for the MVEA Collective Bargaining Agreement. Laid off employees that are duly certified have the right to apply for any newly created positions in the District. Laid off employees who fill the vacant position will be incorporated in and covered by the teacher bargaining unit consistent with the terms of the Collective Bargaining Agreement for the unit.

c. Laid off employees will be entitled to a severance package consisting of insurance coverage for the months of July and August. Section 15c will be null and void if the laid off employee has secured another administrative position or a position offering health insurance coverage within this time frame.

## 16. ADMINISTRATOR EVALUATION

a. The Board will comply with Chapter 508 and Chapter 180 of the current Maine Department of Education rules.

b. A copy of the evaluation forms and criteria to be utilized in the District will be presented by the Superintendent/designee to all new administrators in the District prior to September 15 of the beginning contract year.

## 17. PERSONAL CONTRACTS

a. Newly hired administrators and administrators hired into a new position will be given a one-year contract. Upon successful completion of that contract, the administrator may be nominated by the Superintendent for a second one-year contract. The Board will provide written notice of contract renewal or nonrenewal by April 1<sup>st</sup> of each contract year.

b. Administrators whose second one-year contract is renewed as set forth above will be offered a two-year contract.

If an administrator is not offered another contract in the first year of a two-year contract, the administrator will be placed on an action plan for improvement. By March 1<sup>st</sup> of the second year of an administrator's two-year contract, the Board will notify the administrator of its decision to renew the administrator's contract or not to renew the contract. If a new contract is not approved, the administrator's employment terminates at the end of the contract period.

c. Administrators whose two-year contract is renewed as set forth above will be offered a three-year contract. By March 1<sup>st</sup> of the second year of an administrator's three-year personal contract, the Board will offer the administrator a new three-year personal contract (replacing the one currently in force) unless either the Superintendent chooses not to nominate the administrator for another three-year contract, or the Board does not approve the Superintendent's nomination for another three-year contract. This procedure applies to the administrator's first three-year contract and any subsequent three-year contracts.

If an administrator is not offered another three-year contract in the second year of any three-year contract, the administrator will be placed on an action plan for improvement. By March 1<sup>st</sup> of the third year of an administrator's three-year contract, the Board will notify the administrator of its decision to renew the administrator's contract or not to renew the contract. If a new contract is not approved, the administrator's employment terminates at the end of the contract period.

d. Individual salary contracts will be returned to the Superintendent no later than May 1st. If negotiations are still in progress on May 1st, the administrators will indicate in writing their intent to continue as administrators for the ensuing year with the understanding that contracts will be returned no later than fourteen (14) calendar days after issuance.

e. No administrator will be subject to written reprimand, suspension or dismissal without cause. Dismissal will be in accordance with Title 20-A §13304.

1) Reasons for action for cause will be given in writing. The administrator will have 15 calendar days to request an appeals hearing before the Board. The Board will hold such hearing within 30 calendar days of receiving the request. If the administrator chooses to be accompanied by legal counsel at such a meeting, they will bear any costs therein involved. The administrator has the right to appear before the Board in executive session or public hearing at the option of the administrator.

2) Any imposed or administrative leave pertaining to 17e.1 does not constitute a break in the contract status.

f. Individual contracts will be consistent with the terms of this agreement.

## 18. GRIEVANCE PROCEDURE

a. Informal procedure: In the event that an administrator has a grievance pertaining to the interpretation or application of the terms of this agreement, he or she may within twenty (20) calendar days of the occurrence discuss the matter in an informal manner with the appropriate level of administration (Principal or Superintendent). If the grievant is not satisfied at the initial level, then the grievant may bring the informal process to the next level. The informal process ends at the superintendent level. In the event that the grievance cannot be resolved at the informal stage, then the process will move to the formal stage.

b. Formal Procedure:

- 1.) Principal/Director Level (For those administrators who report to Principals/Director). The grievant will in writing, within fifteen (15) calendar days of the informal grievance meeting, present the area of the contract that they consider has been violated and the circumstances of the considered violation. The principal will respond in writing within fifteen (15) calendar days.
- 2.) Superintendent Level. This step is followed if the grievant is dissatisfied with the response at the Principal Level or if the grievant reports directly to the Superintendent. The grievant will in writing, within fifteen (15) calendar days of the informal grievance meeting, present the area of the contract that they consider has been violated and the circumstances of the considered violation. The superintendent will respond in writing within fifteen (15) calendar days.
- 3.) Board of Directors Level. If the grievant is dissatisfied with the response at the Superintendent Level then they may request a hearing with the Board of Directors. The request for the hearing will be given in writing to the Superintendent and the Chair of the Board of Directors. The hearing must take place within two (2) board meetings of the receipt of the notification of the request. The Board of Directors will respond in writing within fifteen (15) calendar days.

c. The decision of the Board of Directors is final.

## 19. TERMS AND CONDITIONS

a. This agreement will be effective as of July 1, 2019 and will expire as of June 30, 2022.

b. If any provision(s) of this Agreement will be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

c. In the event this Agreement or any part hereof will at any time be held invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the parties will give notice to meet to renegotiate the terms in question, notice to be given within fourteen (14) calendar days after such holding has been made.

d. This Agreement will contain the entire agreement between the parties and no statements, promises, or inducements made by any party hereto, or agent or employee of either party hereto, which are not contained in this written contract will be valid or binding. This agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein.

## 20. DISPUTE RESOLUTION

In the event of a dispute between the Board and the Group regarding the interpretation of any provision of the Contract, the dispute will be resolved by negotiation between the Board and the Group. The first meeting to resolve the dispute will take place within fourteen (14) calendar days after notification by either party to the other that a dispute exists.

### SIGNATURES:

  
\_\_\_\_\_  
Chair of RSU 40 Board of Directors

Date: 3/20/19

  
\_\_\_\_\_  
Lead Negotiator for Administrator Group

Date: 3/21/19