

**AGREEMENT BETWEEN**

**RSU 73 BOARD OF DIRECTORS**

**AND**

**RSU 73 ADMINISTRATORS ASSOCIATION**

**JULY 1, 2016 through JUNE 30, 2018**

**2016-2018**

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## AGREEMENT

This agreement is entered into by and between the RSU 73 School Board (hereinafter referred to as the Board and the RSU 73 School Administrators Association (hereinafter) referred to as Association).

### ARTICLE 1 - RECOGNITION & NEGOTIATION PROCEDURE

- A. The Board recognizes the Association as the exclusive bargaining agent for a unit consisting of the following positions:

High School Principal  
High School Assistant Principal/Athletic Director  
Middle School Principal  
Elementary School Principal  
Director of Special Services

That is, state certified, full-time employees of the Board listed above, defined in section 962, subsection 5, Chapter 9-A, Title 26, Maine Revised Statutes Annotated, and other applicable State Statutes, excluding employees that have worked less than six (6) months for the RSU 73 School District. Persons who are not employed and working in the positions listed above including interim employees are not covered by the terms of this agreement.

Any building or district administrative position (that require a state administrative certification, excluding the Superintendent of Schools) not already covered under an existing Collective Bargaining Agreement (CBA) may petition to be covered under this CBA at anytime during the term of this agreement.

Salary and benefits for a part-time administrator shall be pro-rated.

1. Workdays are days that school is in session, workshop days, and time when the administrator is compensated for performing services authorized and in keeping with the administrator's Job Description for the RSU 73 School District.
2. Duties of School Administrators

RSU 73 School Administrators will normally work on:

- The days schools are in session
- The days workshops are in session
- Those days necessary to support student enrollment
- Those days necessary for timetabling / schedule requirements that effect the proper and timely operation of the schools

- Those days necessary for recruitment, interviewing, screening or other activities necessary for staff placements, and the provision of highly qualified staff
- Those days necessary for providing for effective and responsive student placements

Administrators shall work all such reasonable hours as required to satisfactorily fulfill the requirements of the Job Description and to ensure the operational effectiveness of the RSU 73 Schools. This includes, but is not limited to, planning and preparation so that the instructional year is fully utilized for teaching and learning. It is agreed that the successful management of process requires use of out-of instructional hours time.

The principal is accountable to the Superintendent of Schools for the effective operation of the school and for demonstrating that the school is operating in accordance with School Board policy.

B. NEGOTIATION PROCEDURE:

- a. The Board agrees to negotiate with the Association pursuant to Title 26 965 M.R.S.A., in accordance with the procedure set forth herein, to secure a successor agreement. Any Agreement so negotiated shall apply to all administrators as defined in ARTICLE I, Section A., be reduced in writing, be adopted by the Board, and signed by the Board and the Association. The parties hereto agree that the signed Agreement shall be accepted as written notice for collective bargaining in future fiscal years as stipulated under Title 26 965 M.R.S.A. Not later than 120 days prior to the conclusion of the fiscal year in the year of expiration of this agreement either party must notify the other of its intent to begin negotiating a successor agreement. Negotiations shall commence within 30 working days of receipt of intent to negotiate by either party.
- b. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board will make available to the Association, for inspection, all pertinent records, data, and information concerning the RSU 73 School District that are a matter of public record.
- c. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other part. The parties mutually pledge that their representatives shall be given all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- d. The Board agrees not to negotiate concerning said employees, in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

## ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes the right of the Board to operate and manage the schools.

- A. Nothing in the Agreement is to be interpreted as constituting a waiver of the Board of Director's rights and responsibilities to create and maintain schools that reflect its public's wishes.
  
- B. The Board on its own behalf and on behalf of the electors of RSU 73 hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitutions of the State of Maine, and the United States including, but not limiting the generality of the foregoing, the right as the Superintendent recommends:
  - a. To the executive management and administrative control of the school system, its properties and facilities;
  - b. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment, or their dismissal;
  - c. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  - d. To select textbooks, teaching materials, and teaching aids;
  - e. To determine overall goals and objectives as well as policies affecting the educational program;
  - f. To determine class schedules, class size, the hours of instruction, and the assignment of teachers;
  - g. To adopt reasonable rules and regulations;
  - h. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
  - i. To determine the location or relocation of its facilities, including the establishment of relocation of schools, buildings, divisions or sub-divisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities;
  - j. To determine the size of the management organization, its functions, authority, amount of supervision, and table of organization; and
  - k. To direct the working force, including the right to hire, promote, discipline, transfer, and determine the size of the workforce.
  
- C. Exercise of the foregoing powers, rights, duties, and responsibilities by the Board and adoption of policies, rules, regulations and prerogatives in promotion of those powers, shall be the exclusive prerogative of the Board except as limited by the specific terms of this Agreement.

### ARTICLE 3 - LOCKOUTS AND STRIKES

The Association, its members and/or agents, agree it will not instigate, promote, or participate in any strike, walkout, slowdown, or similar interruption of the school system and educational process during the term of this Agreement. The Board agrees it will not effectuate a lockout of the employees covered by this Agreement during its term.

### ARTICLE 4 - ADMINISTRATOR RESPONSIBILITIES

- A. All administrators agree that, as supervisory personnel responsible for the operation of the school or their departments, they shall at all times cooperate fully with the Superintendent and Board.
- B. Administrators shall at all times hold such valid certificates issued by the Maine State Department of Education as required for their positions, and shall at all times perform their assigned duties in a professional manner and in accordance with all applicable statutes, policies, rules, regulations, and this agreement, under the direction and to the satisfaction of the Board and the Superintendent.

### ARTICLE 5 - ADMINISTRATOR RIGHTS

- A. All substantive complaints from the public shall be investigated; however, no disciplinary action shall be taken against an administrator unless such complaint is in writing and acknowledged by the complainant. Whenever complaints are lodged against an administrator, the complainant shall be asked to put the complaint in writing and affix his or her signature to the complaint. When it is not possible to obtain a written complaint from the complainant, the administrator receiving the complaint shall prepare a written summary of the complaint. The complaint must be attributed to the complainant. No anonymous complaints may be used in disciplinary actions. Any such complaint shall be submitted to the Superintendent for investigation. The Superintendent shall discuss the complaint with the administrator involved and upon completion of the investigation the administrator shall be given a copy of the complaint pursuant to B. Below. Administrators shall be informed of all complaints within five (5) working days.
- B. No complaints or letters adverse to the administrator shall be placed in the administrators file until the administrator has been given such material. The administrator shall be given the opportunity to acknowledge that he/she has been given the document by affixing his/her signature to the document to be filed. Such signature in no way indicates agreement with the contents of the document, only that such document has been received by the administrator. The administrator shall have the right to submit a response to the material within seven (7) calendar days of receipt of the material.

- C. The Administrator shall be informed of the identity of their evaluators that may include their immediate supervisor and/or the Superintendent or his or her designee. Each administrator shall be entitled to a copy of the evaluation instrument and procedures in advance of being evaluated. If the evaluation instrument and procedures are changed, such changes will be communicated to the administrators. All evaluators must hold appropriate certification.

## ARTICLE 6 - RIGHTS AND PRIVILEGES OF THE ASSOCIATION

The Association shall have the right to use school buildings for Association business during non-working time with permission of the Superintendent or designee.

## ARTICLE 7 - PERSONAL CONTRACTS

- A. Starting with the 2011-2012 employment year, the employment of administrators will be reviewed and determined on a yearly basis. Administrators will be employed on a yearly basis (commencing as of the first day of their work year, as specified in this agreement) with the contract extended on a positive majority vote of the Board acting upon a positive recommendation of the Superintendent. The Board may approve up to a three-year agreement, with the extension reviewed annually. Any administrator whose contract renewal status is uncertain or whose contract is not to be renewed shall receive notification in accordance with State of Maine laws.
- B. Individual salary contracts shall be returned to the Superintendent no later than March 15<sup>th</sup>, or within 14 days after the administrator receives the individual salary contract. If negotiations are still in progress on March 1<sup>st</sup>, the administrators will indicate in writing their intent to continue as administrators for the ensuing year with the understanding that the contracts shall be returned no later than 14 calendar days after the issuance or they shall be deemed void.
- C. The contract year runs from July 1 through June 30 for Administrators.
  - a. Administrators hired after June 1, 2011 may initially be employed with a contract up to 3 years in length, with the extension of the contract considered annually as per the Article 7A.
- D. Individual contracts between the Board and Administrators will be consistent with the terms of this Agreement.

## ARTICLE 8 - WORK YEAR

- A. The work year for members of the bargaining unit is listed in Addendum A
- B. A record of days worked and days used for conferences and other purposes such as sick leave, will be provided to the payroll department by the administrator on a bi-weekly basis.

- C. The administrator is responsible for keeping the Superintendent informed as to whether the administrator is going to be working or not working when school is not in session. Absences when school is not in session require superintendent notification. Attendance at approved workshops, conferences and professional meetings will not be considered as an absence. Absences for sickness do not require approval.

## ARTICLE 9 - BENEFITS

### A. STATE & NATIONAL DUES AND FEES

Each bargaining unit member shall have his/her professional dues and fees paid in full during the duration of the contract for two organizations, not to exceed the amount budgeted for dues in the RSU 73 School District administrative area in which the administrator works.

### B. HEALTH INSURANCE (See Addendum A)

#### 1. Long Term Disability

The Board will pay 100% of the annual premium of a long-term disability insurance plan. The Board will provide a group term life insurance, death benefits and accidental death and dismemberment benefits in an amount equal to one and one-half times the individual's annual salary rounded to the next one thousand.

#### 2. Dental Insurance

The Board will provide full dental insurance coverage on the applicable plan offered by RSU 73 and selected by the Administrator.

#### Payment-in-Lieu

Administrators who choose not to enroll in the health insurance plan shall receive \$120.00 per month in lieu of the health insurance coverage paid for by the RSU 73 School District. The administrator must be eligible for the payment in lieu provision by meeting the following eligibility criteria:

- a. An administrator is eligible if he/she chooses not to be covered under any health insurance plan paid for by the RSU 73 School District.
- b. Any administrator who is newly hired after contract ratification will be eligible for payment in lieu of insurance, if they meet the full criteria as written in this article.
- c. Administrators who apply for payment in lieu of health insurance must sign a form that they are covered by health insurance in order to be eligible. If the administrator is not covered by another health insurance plan, he/she is not eligible for payment in lieu of the insurance coverage paid for by the RSU 73 School District.



- d. Enrollment in the payment in lieu of health insurance option may be on a month-to-month basis. Once the option has been selected, re-enrollment in the health insurance program will be in accordance with the insurance provider regulations.
- e. Administrators who are eligible to be covered by health insurance policy not paid for by the RSU 73 School District are not eligible for health insurance paid for by the Board.
- f. Administrators will report to the RSU 73 School District Business Manager using a RSU 73 School District insurance verification form if they are or become eligible for coverage under another paid MEA health insurance policy during the term of this agreement.
- g. Upon retirement, an Administrator may continue coverage in the group plan at his/her own expense.

C. TRAVEL

The IRS rate per mile for travel authorized by the Superintendent for school business that involves travel that is not to and from work to home or between schools/sites in RSU 73. In addition, a \$250.00 sum will be paid per bargaining unit member for incidental school travel business that involves local travel during the 26<sup>th</sup> and final payment of the year. Documentation of miles traveled will be required to receive reimbursement including the \$250.00 in district travel payment in order to receive the funds without tax deductions.

D. SALARY DEDUCTION

When necessary will be taken at 1/260<sup>th</sup> of the annual salary.

Compensation for work time performed by the administrator for others while the administrator is being compensated by the RSU 73 School District, shall be either taken as non-work days or the compensation for the time worked shall be submitted to the RSU 73 School District Business Manager.

E. CONFERENCES

Conferences and workshop expenses as approved in advance of registration by the Superintendent of Schools, shall be paid in full for the administrator.

F. BEREAVEMENT

An employee will receive full pay for each school day of absence due to death in the immediate family, not to exceed a total of ten (10) days (cumulative). Immediate family shall be regarded as spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, in-law, step-relationships, or significant other. Exceptions to this shall be brought to the Superintendent. One bereavement day (actual funeral day) can be granted, upon request to the Superintendent of Schools, in the event of the death of a close friend.

F. TUITION

Reimbursement of necessary actual expenses will be paid for tuition and required fees for up to nine (9) credit hours for administrators enrolled in an advanced degree program or six (6) credit hours or equivalent CEU's of professional study earned at an accredited college or university or other approved program for any other administrator. Payment will be made only when the administrator is under contract for the school year or the administrator has retired when the reimbursement is to be paid.

All credits must have prior approval of the Superintendent of Schools and must lead to an advanced degree or be in the administrator's area of specialization or lead, in the opinion of the Superintendent, to the administrator's professional growth and improvement to be eligible for reimbursement. Requests for tuition must be submitted no later than March 1<sup>st</sup> of the year prior to the coming budget season.

G. WORKERS COMPENSATION

The Board shall provide Workers Compensation as required by law.

H. PERSONAL DAYS

The administrators shall be granted 3 days annually for the conduct of personal business. Personal days used to extend vacations or holiday weekends may be granted by the Superintendent. This is the only case in which a personal day would be subject to Superintendent authorization.

I. SICK LEAVE

Full time bargaining unit members shall be entitled to fifteen (15) sick days per year accumulative to two hundred sixty (260) days.

Administrators will be allowed to bring fifteen (15) days earned in another school system after two consecutive successful years in the RSU 73.

## ARTICLE 10 - RESIGNATION

Administrators will refrain from submitting resignations during August of any year except by mutual agreement of both parties.

Unless the administrator has the superintendent approval, administrator must give sixty (60) calendar days notice of resignation.

## ARTICLE 11 - GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose of this procedure is to secure, at the lowest level, a solution to grievances, which from time to time may arise under this Agreement.

### B. DEFINITIONS

1. A grievance shall mean a complaint by the aggrieved that there is a dispute as to the meaning or application of the specific terms of this Agreement.
2. An aggrieved person is the person(s) making claim of an alleged grievance.
3. A party in interest is the person(s) 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 weekdays, Monday through Friday, when the Superintendent's Office is open for business.

### C. TIME LIMITS

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 be extended by mutual agreement and confirmed in writing.

### D. INFORMAL PROCEDURE

1. If a person believes he/she may have a grievance, he/she must first discuss the matter with his/her Supervisor in an effort to resolve the problem informally. Such discussion must be initiated within ten (10) days of the event that caused the grievance.

2. If the person is not satisfied with such disposition of the matter, he/she shall have the right of representation to assist him/her in future efforts to resolve the problem informally with the Superintendent. At this time, and all succeeding times, the aggrieved person may have assistance and counsel of the Association. The cost of the Association representation shall be borne by the Association. The cost of an individual's representation in matters adverse to the position of the RSU 73 School District shall be borne by the individual.

#### E. FORMAL PROCEDURE

##### 1. Level One – Superintendent

If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may within five (5) days of such informal procedure or ten (10) days from the date of occurrence, whichever is earlier, present his/her claim as a formal grievance in writing to the Superintendent. The claim must have included with it all information available and known to the grievant that the Superintendent will need to make an informed decision.

- a. The Superintendent shall, within five (5) days meet with the aggrieved and within five (5) days of the conclusion of such meeting, render his/her decision in writing to the aggrieved person.

##### 2. Level Two - Board of Directors

- a. If the aggrieved person is not satisfied with the disposition of his/ her grievance at Level 1, he/she may within five (5) days after the decision, appeal his/her grievance to the Board stating the specific reasons for such appeal.
- b. The Board shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with the representative of the Association for the purpose of resolving the grievance.
- c. The Board shall, within five (5) days after the conclusion of the meeting, render its decision and the reasons thereof in writing to the aggrieved person.

##### 3. Level Three – Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, the Association may within five (5) days of the receipt of the Level 2 decision, submit the grievance to arbitration by so notifying the Board in writing. Such notification shall include the name(s) of Proposed arbitrators.

- b. The Chair of the Board shall, within Ten (10) days after receipt of such written notice and arbitrator suggestion, respond by agreeing to one of the names suggested, suggesting alternate names or rejecting all names.
- c. If the parties cannot agree upon an arbitrator as specified in (a) and (b) above, the Association shall, within five (5) days of receipt of the Board's response request that the American Arbitration Association provide lists of arbitrators in accordance with its Rules and Procedures.
- d. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final binding on the parties, subject of judicial review as provided by law.
- e. The costs for the services of the arbitrator shall be borne equally by the Board and the Association.
- f. The remedy sought must be in keeping with the specific language of the contract provision cited as violated.

F. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

- 1. No reprisal of any kind shall be taken by either party, by any member of the Board, or by any administrator against any participant in the grievance procedure by reasons of such participation.
- 2. Any party in interest may be represented at levels two and three of the formal grievance procedure by a person of his/her own choosing provided that the representative is not a member of another RSU 73 bargaining unit.

G. MISCELLANEOUS

- 1. If in the judgment of the Association, a grievance affects a group of administrators, the Association may submit such grievance as a class action provided all members of the class are named and agree to the filing of the grievance.
- 2. All documents, communications and record dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3. All written grievances shall include the name of the grievant, the date the grievance occurred, the date the grievance is being filed, the specific contract articles that have been violated, a detailed statement of the action that gave rise to the grievance with witnesses named if appropriate to the contract violation alleged, and the remedy sought.

4. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties of interest, their designated or selected representatives, as referred to in this grievance procedure.
5. Failure to file a grievance within 20 days of the occurrence or appeal a grievance in accordance with the procedures set forth herein, shall render the grievance invalid.
6. By written agreement between the Superintendent and the Association, Level One of the grievance procedure may be by-passed.

## ARTICLE 12 - SABBATICAL LEAVE

### A. SABBATICAL LEAVE

1. Any administrator who has been on contract with the RSU 73 School District including time with either the former Jay School District or RSU 36 School District for ten (10) or more years may be granted a sabbatical leave of absence at no pay for the period of not more than one (1) year for the purpose of increasing his/her professional preparation as an administrator. The leave must be deemed in the interest of the RSU 73 School District, recommended by the Superintendent and approved by the Board.
2. As a condition to being granted such a leave, an administrator must sign a written agreement to return to the RSU 73 School District for one (1) academic year.
3. No more than one (1) administrator may take a sabbatical leave in any one school year.
4. At the termination of a sabbatical leave, an Administrator must complete another seven (7) year contract period with the RSU 73 School District before becoming eligible for another sabbatical leave.
5. Request for sabbaticals shall be submitted on or before December 15<sup>th</sup> for the ensuing year.
6. Upon return from sabbatical leave, an administrator shall be placed on the salary schedule at the level he/she would have been had he/she remained actively employed by the RSU 73 School District. Administrators shall be allowed to continue on the RSU health insurance plan during the approved sabbatical leave, at their own expense.
7. Work assignment following leave will be at the Superintendent's discretion.
  - a. Leaves of absence without pay may be granted by the Superintendent on a case-by-case instance. Administrators granted leave, shall specify the reason and the length of the leave and shall return on the date indicated.
  - b. Administrators shall have the right to maintain insurance coverage under COBRA.

ARTICLE 13 – SALARIES

Salaries will be paid in accordance with Addendum B

The annual salaries of administrators will be paid in twenty-six (26) installments, except when payroll schedules require 27 payrolls.

ARTICLE 14 - TERMS OF AGREEMENT

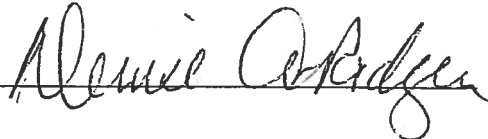
This agreement shall govern the parties from July 1, 2016 to June 30, 2018

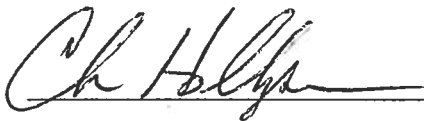
During the term of this agreement, the parties shall not request the right to renegotiate any of the provisions of the agreement or be entitled to negotiate about any other items, except that in the event any provision or application of the agreement is rendered unworkable or unlawful as the result of lawful governmental action the parties agree to negotiate and resolve such provision(s) or application(s).

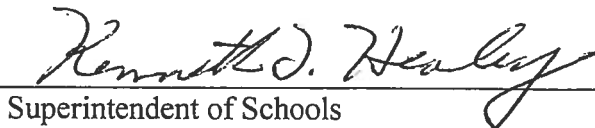
RSU 73  
Administrators Association

RSU 73  
Board of Directors







  
Superintendent of Schools

Date: 2/25/16

Date: 2/25/16

Attached: Addendum A (Benefits and Work Year)  
Addendum B (Salaries and Wages)

## ADDENDUM A

### ITEM

Benefits - See Article 9

Health Insurance (Choice Plus)

#### 2016-2018

Single	20% of the choice plus plan	Annual Cost
Two Adults	20% of the choice plus plan	Annual Cost
Adult + Child/Children	20% of the choice plus plan	Annual Cost
Family	20% of the choice plus plan	Annual Cost

Work Year - (260) days plus additional time as needed. Administrators shall receive 25 days of vacation annually exclusive of 13 non-working Legal Holidays. Paid vacation shall be taken during the year in which it is earned and shall not accumulate from year to year without prior approval of the Superintendent. If approved by the Superintendent, an administrator can carry up to 5 vacation days into the new-year that must be used during the month of July.

Administrators that want to work a year that is less than (260) workdays, may present to the Superintendent a work plan that outlines how the duties of their job will be accomplished with fewer workdays. The Superintendent may or may not approve a reduced work year. Any work year reduction will be compensated at a reduced per diem amount based on the compensation for the full (260) work year. Half-time public employees are defined as only those public employees working at least (130) full days.

Should an administrator work less than (260) days during the work year a per diem deduction will be made during the last payrolls of the work year commensurate with the number of days not worked based on a per diem amount of the salary for the position divided by (260).

#### Dental Insurance:

The Board will offer family dental and life insurance coverage of the Board's choice relative to the plan provided to the RSU 73 School District Administrators working (260) days.

Single dental coverage will be provided to those who work less than (260) days.



**ADDENDUM B**

**SALARIES  
2016-2018**

Name	Current	2% Increase	1.5 % Increase
	2015-16	2016-17	2017-18
Scott Albert	\$87,513.00	\$89,263.26	\$90,602.21
Thomas Plourde	\$84,478.00	\$86,167.56	\$87,460.07
Chris Hollingsworth	\$85,264.00	\$86,969.28	\$88,273.82
Kevin Harrington	\$82,277.00	\$83,922.54	\$85,181.38
James Black	\$72,000.00	\$73,440.00	\$74,541.60
	Current	2016-17	2017-18
Tina Collins	\$75,310.00	\$79,155.00	\$83,000.00

**STARTING WAGES  
2016-2018**

Elementary Principal	\$73,000
Middle School Principal	\$76,000
High School Principal	\$79,000
Asst. Principal/AD	\$73,000
Special Ed. Director	\$73,000

\* Note the minimum administrative starting wages and salaries are listed above. The Superintendent of Schools will determine the final salary for each position.

