

**AGREEMENT BETWEEN
THE
RSU 13 SCHOOL BOARD**

AND

**THE
RSU 13 ADMINISTRATORS ASSOCIATION**

AUGUST 1, 2017 THROUGH JULY 31, 2020

ARTICLE 1. DURATION OF AGREEMENT

This three-year agreement covers the period from August 1, 2017 through July 31, 2020. After two years of employment as an administrator, an administrator with satisfactory performance may be offered a two-year employment contract.

ARTICLE 2. RECOGNITION CLAUSE

The RSU 13 School Board (hereinafter referred to as the Board) hereby recognizes the Principals' Association (hereinafter referred to as the Association) as the exclusive bargaining representative, as defined in 26 MRSA 962, for the entire group of certified administrators. Representation includes Supervising Principals, Assistant Principals, and Athletic Director.

ARTICLE 3. TERMS OF AGREEMENT

Terms and conditions of employment set forth in this Agreement shall remain in full force and effect, continuing from year to year, unless modified or amended through the process of negotiations.

ARTICLE 4. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint by an administrator, or the Association by majority vote, that there has been to him/her or it, a violation or inequitable application of any of the provisions of this Agreement
2. An aggrieved person is the administrator(s) or Association making the claim.
3. A party in interest is the administrator(s) 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 calendar days excluding holidays and days when central office is closed.
5. Administrator should refer to all certified administrative and supervisory personnel covered by this Agreement.

B. 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.
2. It is the intent of the Association and the Board that potential grievances be resolved prior to initiation of the formal grievance procedure. Any grievance shall be deemed null and void and not subject to this grievance procedure unless within ten (10) days of the date when the aggrieved person should have normally known of the event, the aggrieved person shall have either 1) Begun the informal procedure by notifying the Superintendent of intent to grieve, or 2) begun the level one grievance procedure. The Superintendent and aggrieved person have ten (10) days to resolve the matter informally, failing resolution, the aggrieved person has an additional five (5) days to begin the level one grievance procedure.

C. Informal Procedure

Nothing herein contained shall be considered as limiting the right of an administrator having a grievance to discuss the matter informally with the Superintendent and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of the Agreement.

D. Formal Procedure

1. Level 1: Superintendent or Immediate Supervisor

- a) If an aggrieved person is not satisfied with the outcome of the informal procedures, or if s/he has elected not to utilize them, s/he shall present his/her claim as a formal grievance, in writing, to the Superintendent.
- b) The Superintendent shall, within five (5) days after receipt of the written grievance, meet with the aggrieved person to discuss the grievance at Level One, and render his/her decision and the reason(s) therefore, in writing, to the aggrieved person, with a copy to the President of the Association.

2. Level 2: School Board

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, s/he shall, within five (5) days after the decision, appeal to the Chairman of the School Board.
- b) The Board shall, within ten (10) days after receipt of the appeal, meet with the aggrieved person and with a representative of the Association for the purpose of reviewing the grievance.
- c) The Board shall, within five (5) days after such meeting, render its decision and the reason(s) therefore, in writing, to the aggrieved person, with a copy to the Association.

3. Level 3: Impartial Arbitration

- a) If the Association is not satisfied with the disposition of the grievance at Level Two, it shall, within five (5) days after the decision, or within ten (10) days after the meeting, submit the grievance to arbitration by so notifying the Board of Directors in writing.
- b) The Chairman of the Board and the President of the Association, or their designees, shall, within five (5) days after receipt of such written arbitration notice, jointly select a single arbitrator who is an experienced and impartial person or recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days of receipt of the request for arbitration, the procedures of the American Arbitration Association shall be utilized.
- c) The arbitrator shall be prohibited from rendering a decision that requires the commission of an act prohibited by law or which is in violation of the terms of the agreement. 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. The decision of the arbitrator on "money items", however, shall not be binding.
- d) The cost for the services of the arbitrator shall be borne equally by the Board and the Association.

E. Rights to Representation

Any party in interest may be represented at Level Two of the formal grievance procedure by a person or persons of his/her own choosing except that an administrator may not be represented by a representative of any organization other than the Association.

F. Miscellaneous

1. Forms for filing and processing grievances are available in the Superintendent's Office. Grievances shall contain the following information: (a) name of the aggrieved person, (b) date the grievance is being filed, (c) date the action giving rise to the grievance occurred, (d) the person or event causing the grievance, (e) efforts at informal resolution, (f) reasons for the appeal that are responsive to the answer at the previous step as appropriate.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this grievance procedure.

ARTICLE 5. ADMINISTRATOR RIGHTS

- A. The Board will adhere to applicable laws of the State of Maine. Also, the Board will not discriminate against any administrator with respect to wages, hours or any terms or conditions of employment.
- B. Whenever any administrator is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that could adversely affect the continuation of salary or any increment pertaining thereto, s/he shall be given prior written notice of the reason(s) of such a meeting or review and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting.
- C. No administrator shall be reduced in rank or compensation without just cause. Any such action ascertained by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth before such action shall become final.
- D. Whenever the Board eliminates a position in the bargaining unit, the needs of the RSU, as determined by the Board, shall be the governing factor in determining which position shall be eliminated. Where applicable, the Board shall give quality of performance and length of administrative duties due consideration in the selection of the administrator to be laid off. Layoff shall be effective upon ninety (90) calendar days written notice.
- E. If the administrative position that was eliminated is reinstated, the affected administrator will have recall rights to the position for twelve (12) months from the effective date of the position eliminated provided the administrator remains certified for the position.

ARTICLE 6. ADMINISTRATOR WORK YEAR

- A. Administrators will have work years of the following lengths
 - 235 Days - High School Principal
 - 230 Days - Middle School Principal
 - 225 Days - Elementary School Principal and High School Assistant Principal
 - 220 Days - Middle School Assistant Principal and Athletic Director
 - 215 Days - Elementary School Assistant Principal

- B. It is understood that all administrators will be at work at least two weeks prior to the first teacher day of the school year. Modifications to the beginning and ending of an administrator's work year can be made through mutual consent of both the individual administrator and the Superintendent.

ARTICLE 7. FRINGE BENEFITS

A. Medical and Dental Insurance

1. The Board, in Fiscal Year 2017-2018, will pay 100% of the cost of single subscriber and 75% of the difference between single subscriber and eligible* dependent coverage for which the employee subscribes under the "Choice Plus" plan. Employees electing coverage under the Standard Plan shall be responsible for any additional cost.
2. In Fiscal Years 2019 and 2020, the Board's contribution for employees and eligible dependents will be capped at the Fiscal 2018 level increased by the same 3 year average CPI calculation used for base salaries in Appendix A.
3. The Board reserves the right to change insurance carriers providing the medical coverage is substantially equivalent to the above-stated plan.
4. The Board shall select the Dental carrier and shall pay the cost of full single coverage. Employees may pay for spouse/dependents at their own cost. Employees choosing not to participate for the full contract year will receive \$200 in additional compensation, subject to applicable employment tax withholding, and payable in lump sum no later than June 30th of such contract year.
5. Administrators shall be permitted to participate in the Board's Section 125 Cafeteria Premium Only Plan for that portion of the payment of both medical and dental insurance premiums made by the administrator.
6. Any Administrator eligible to participate in one of the Board sponsored Health Insurance Plans who elects not participate in such plans for the entire contract year (August 1st – July 31st) shall receive additional compensation of \$3,000, subject to applicable employment tax withholding, payable by lump sum no later than June 30th of such contract year provided that prior to the end of the contract year the Administrator certifies in writing that he/she has received ACA-approved health coverage under another employer's group health plan (such as a spouse's employer's health plan) for the entire contract year.

*Spouse Eligibility for Board Contribution Towards Insurance:

Employees are only eligible for Board contributions towards spousal coverage under a two-adult or family coverage if his/her spouse is not eligible for employer paid group health insurance coverage through his/her employer or, if self-employed, does not provide employer paid group health insurance for his or her employees. For purpose of this provision, "eligible" shall mean access to employer paid group health insurance, regardless of the plan design or cost to the spouse, provided that the employer or self-employed person pays a portion of the spouse's/employee's health insurance premiums. If the spouse has access to a health insurance plan that meets the above conditions and

elects compensation or another form of benefit in lieu of such health insurance, the spouse shall be ineligible for Board contributions for spousal coverage. Any spouse who elects additional compensation in lieu of taking benefit will be ineligible.

Employees requesting health coverage for a spouse are required to complete a certification form upon enrollment in the Board's plan, and each year thereafter, concerning their spouse's eligibility for health insurance. The Board may require further documentation as it deems appropriate.

For Fiscal Year 2018 Only:

For any employee whose spouse has received health insurance through RSU #13 during the entire 2016-17 school year but who has other spousal coverage available as defined above (i.e. ineligible for RSU #13 contribution), RSU #13 will contribute 37.5% of the calculated amount for the spousal coverage for the 2017-18 fiscal year only. Percentages Below.

RSU #13 FY18 Contribution:

No change

- Single: 100%
- Adult Child 89% 100% Individual & 75% Difference

FY18

- 2 Adults 65% 100% Individual & 37.5% Difference
- Family 74% Blended (100%, 75% Child(ren), 37.5% Spouse)

B. Maine Public Employee Retirement System Group Life Insurance

The RSU shall pay to the Maine Public Employee System Group Life Insurance Plan the full cost of the basic life and supplemental plan III life insurance for each administrator.

C. Liability Insurance

Liability insurance shall be provided by the Board to save each administrator harmless and defend him/her from claims of liability that arise from his/her employment as a RSU administrator.

D. Professional Conferences

1. The School Board encourages the continued professional development of administrators, to the extent that budgeted resources allow and with prior approval of the Superintendent.
2. Approved expenses may include the cost of registration, lodging, meals, mileage, parking and tolls.
3. Travel shall be reimbursed at the district mileage rate for reimbursable travel outside the RSU.
4. At least one administrator per year will be permitted to attend a national conference.

E. Reimbursement for College Level Courses

1. The Board will reimburse administrators the cost of taking college level credits at the University of Maine rate
2. Courses must be job related and approved in advance of registration by the Superintendent.
3. An administrator agrees to stay in the employment of the RSU for one full fiscal year after

successful completion of the course(s) or reimburse the district its share of course related costs. Administrators will apply, in writing, for approval prior to the starting date of the course.

4. College level courses shall mean graduate level courses taken at any time during each fiscal year from an accredited college or university. The Superintendent may make an exception if it is in the best interest of the RSU.
5. Expenses may include room and board, travel, tuition and books. Any books reimbursed by the Board shall remain the property of the RSU.

F. Professional Dues

The RSU shall pay the full cost of professional dues to one (1) state and one (1) national administrators' organization for each administrator.

G. Retirement Pay

Any administrator after ten (10) years of continuous service in the RSU as an administrator shall be paid at the time of retirement from RSU 13 on a per diem basis, 50% of his/her unused accumulated sick leave available at the time of retirement as follows:

1. Up to ten days on a per diem basis after ten years of employment in RSU 13 or its predecessors;
2. Up to twenty days on a per diem basis after twenty years; and
3. Up to thirty days on a per diem basis after twenty-five years.

ARTICLE 8. OTHER BENEFITS

A. Sick Leave

1. Administrators shall be granted a minimum annual sick leave of eighteen (18) workdays accumulative to a maximum of one hundred and fifty (150). If an administrator has accrued the maximum number of sick days, the yearly sick leave of 18 days shall be carried through the year. Any sick days over the maximum will not be carried into the next year. Administrators shall receive consideration by the Board for absences for sickness beyond the granted sick leave.
2. The Board has established a Sick Leave Bank that can be accessed by all eligible employees. Eligible employees are those employees entitled to personal sick time. New employees will become eligible to participate in the Bank ninety (90) days after date of hire.
 - a) In order to participate in the Sick Leave Bank, employees must contribute one (1) day of personal sick leave annually. This sick leave day will be deducted automatically within fourteen (14) days of the start of the contract year for returning employees. New employees must contribute one (1) day within thirty (30) days after becoming eligible for the bank. If an employee wishes to discontinue participation, they must inform the superintendent in writing prior to the start of the contract year. The RSU shall annually contribute to the Sick Leave Bank an equal number of days. Should the Sick Leave Bank become depleted, this process shall be repeated.
 - b) An employee must have exhausted his/her accumulated sick leave days prior to accessing the use of the Sick Leave Bank. The maximum number of days an employee may

withdraw from the Bank is one hundred (100) days in any three-year period.

- c) In order to utilize days from the Sick Leave Bank, the employee must submit to the superintendent a written request accompanied by a physician's statement or disability form completed by the physician of the employee's illness or disability. The use of the Sick Leave Bank excludes normal pregnancy and childbirth with no complications.
- d) Sick leave days contributed to the Sick Leave Bank cannot be reclaimed by the employee. All unused days left in the Bank at June 30 of each year shall not carry forward.
- e) Sick Leave Bank days are not to be used on a sporadic basis as a substitute for individual sick leave days. Sick Leave Bank days are not to be used for family illness.
- f) The Board reserves the right to replace the Sick Leave Bank with a short and/or long term disability plan that substantially protects the employee from loss of pay at least as much as current policy.

B. Family Sick leave

An administrator may use up to fifteen (15) days of accumulated sick leave per year to care for a member of the Administrators immediate family (immediate family is defined to include parent, parent-in-law, step-parent, spouse, child grandchild, brother, sister and significant other.

C. Temporary Leaves of Absence

Administrators shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

1. Personal Business. Two (2) days a year may be granted for personal business without forfeiture of pay subject to the approval of the Superintendent.
2. Bereavement. A maximum of five (5) days shall be granted at any one time in the event of the death of an administrator's spouse, child, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, and any other member of the immediate household. Administrators shall be granted up to three (3) days in the event of the death of a relative outside the administrator's immediate family as defined above that the administrator can show a close relationship to.
3. Temporary Active Duty. Time necessary for administrators called into temporary active duty or any unit of the U.S. Reserves of the State National Guard shall be granted, not to exceed seventeen (17) days in any calendar year, provided such obligation cannot be fulfilled on the days when school is not in session. An administrator shall be paid the difference between his/her regular pay from the RSU and that received from the government for military service.
4. Jury Duty. The time necessary for jury duty shall be granted.
5. Sabbatical Leave. Upon recommendation of the Superintendent and with the approval of the Board, a regularly employed administrator with a minimum of seven (7) full years of service in the RSU immediately preceding the requested sabbatical leave for study in a planned program or performing activities that contribute to the administrator's professional growth and which would be of definite value to the system may be granted sabbatical leave up to a maximum on one (1) year at no loss of income. Such sabbatical leaves shall be subject to the terms and conditions for sabbatical leave currently in effect in the RSU.

6. Other Justified Leaves. Leave, with or without pay, may be granted by the Board upon the recommendation of the Superintendent. Long leaves shall be in addition to vacation or sick leave and shall be with the approval of the Board.
7. FMLA Leave. All leave granted by the Board under provisions of this collective bargaining agreement for the purposes that are eligible under the Family Medical Leave Act, will be charged against an employee's FMLA entitlement.
8. Leave of Absence Without Pay
 - a) A leave of absence without pay may be granted by the Board. A written application shall be submitted to the Board. The application shall indicate the purpose of the leave and its desired length. A minimum of a 90 day notice is requested for a leave of absence without pay. Leave may be granted for a maximum of one (1) year.
 - b) The Administrator may elect to participate in the RSU's insurance benefits at the Administrator's expense. The payment terms shall be set forth in the written agreement between the Board and the Administrator. Upon return, the Administrator will assume his/her proper salary scale and benefits as provided by the agreement. The Administrator shall not accrue credit toward length of service or benefits including salary movement during the leave of absence without pay.
 - c) The conditions for the granting of a leave of absence without pay shall be reduced to writing and signed by the Administrator and the Board.

D. Loss or Damage

Reimbursement will be made for loss or damage to personal property in the line of duty as recommended by the Superintendent and approved by the Board on a case-by-case basis.

E. Travel Allotment

Administrators will be reimbursed at the Board approved rate for travel on RSU business.

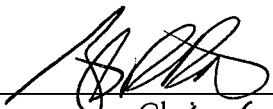
F. Salaries

Attached as Appendix A.

ARTICLE 9. SIGNATURES

The RSU 13 School Board and the Administrators Association authorize this agreement effective August 1, 2017 through July 31, 2020.


RSU 13 School Board



 Chair
 6/29/2017

 Date

RSU 13 Administrators Association



 President
 June 28, 2017

 Date

APPENDIX A - RSU 13 ADMINISTRATIVE SALARY DETERMINATION

Name: _____ Completed Years Administrative Experience _____

Date of Hire (as administrator) _____ Completed Years RSU 13 Administrative Experience _____

Certificate of Advanced Study / Equivalent Yes / No

position	work days	base salary
		2017-2018
HS Principal	235	85,500
MS Principal	230	81,250
ES Principal	225	77,500
Assistant HS Principal	225	73,500
Assistant MS Principal	220	70,500
Assistant ES Principal	215	67,500
Athletic Director	220	70,500

ANNUAL INCREASE IN BASE RATE

- EACH YEAR, BEGINNING IN FISCAL YEAR 2018-2019, THE PRIOR YEAR BASE RATE WILL BE INCREASED BY THE 3 PRIOR CALENDAR YEAR AVERAGE OF THE CPI NORTHEAST

SALARY ADJUSTMENT FACTORS:

Salaries will be determined by adding the appropriate factors listed below to the base factor of 1.000 and multiplying by the Administrator’s base salary.

1. Education (Certificate of Advanced Study or Equivalent – only one available per Administrator) 0.020
2. Total Administrative Experience (Completed Years as an Administrator (T) Multiplying Factor) 0.011

CONDITIONS:

1. Base Salaries reflect those of a full time Administrator. Other than full-time will be prorated.
2. These calculations assume that the administrator’s education factor remains the same. If it changes, corrections will be made upon notification, but not before the beginning of the new fiscal year.

OTHER:

- Administrators employed in Fiscal 2016-2017 will be paid for that year using the base rates in Appendix B and will receive the adjustments for Fiscal Years 2015 and 2016 further outlined in Appendix B.
- The Superintendent will use the base rates as defined in Appendix A to establish a salary range to use in the hiring of new administrators covered under this agreement beginning in Fiscal Year 2017-2018. This range will be defined as 90% to 110% of the base rate for the hiring year and will be adjusted annually as defined above.
- CPI Reference
https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURA103SA0.CUUSA103SA0

APPENDIX B - RSU 13 ADMINISTRATIVE FY17 YEAR CALCULATIONS & PRIOR YEAR AMOUNTS

Name: _____ Completed Years Administrative Experience _____
 Date of Hire (as administrator) _____ Completed Years RSU 13 Administrative Experience _____
 Certificate of Advanced Study / Equivalent Yes / No

position	work days	base salary
		2016-2017
HS Principal	220	81,000
MS Principal	210	77,250
ES Principal	210	73,500
Assistant HS Principal	210	68,000
Assistant MS Principal	210	66,500
Assistant ES Principal	210	64,750
Athletic Director	220	66,500

SALARY ADJUSTMENT FACTORS:

Salaries will be determined by adding the appropriate factors listed below to the base factor of 1.000 and multiplying by the Administrator's base salary.

- 3. Education (Certificate of Advanced Study or Equivalent – only one available per Administrator) 0.020
- 4. Total Administrative Experience (Completed Years as an Administrator (T) Multiplying Factor) 0.006
- 5. RSU 13 Administrative Experience (Completed Years as a RSU 13 Administrator (R) Multiplying Factor) 0.005

PRIOR YEAR:

FY15-FY16 Adjustments

- \$2,608 Molly Bishop
- \$1,059 Ben Tripp
- \$4,784 Ed Hastings
- \$2,874 Jesse Bartke
- \$1,059 Justin Bennett
- \$4,647 Ainslee Riley
- \$3,505 Bill Gifford