

**AGREEMENT BETWEEN THE
SCHOOL BOARD OF DIRECTORS OF REGIONAL SCHOOL UNIT No. 57
and the
MASSABESIC ADMINISTRATORS ASSOCIATION**

July 1, 2020 to June 30, 2023

ARTICLE I – RECOGNITION

The School Board of Directors of Regional School Unit No. 57 (hereafter the Board) recognizes the Massabesic Administrators Association (hereinafter the Association) as the bargaining agent for the unit consisting of those Administrators listed in the following positions who have completed six full months of continuous employment by the Board (hereinafter referred to as Administrators):

High School Principal

Middle School Principal

Elementary Principal(s) (>500 students)

Elementary Principal(s) (< 500 students)

Elementary Assistant Principal(s)

Middle School Assistant Principal(s)

High School Assistant Principal(s)

Special Services Director

Special Services Assistant Director

Technology Director

Curriculum Director

Adult Education Director

Activities Director

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically limited by an express written provision of this Agreement, all rights, powers, discretion, authority and prerogatives of the Board are retained by and shall remain exclusively vested in the Board, which may act through an agent or designee when it so desires.

ARTICLE III – NO STRIKE

The Association, its representatives, and all Administrators agree that they will not instigate, promote or participate in any strike, work stoppage, slowdown or interruption of any activities, operations or work of the schools. In the event that any of such persons engages in any such

activity, the Association shall promptly and publicly notify those so engaged to cease and desist from such activities and return immediately to their duties.

ARTICLE IV
COOPERATION DURING NEGOTIATIONS, GRIEVANCES AND OTHER
ACTIVITIES

All Administrators agree that, as supervisory personnel responsible for the operations of schools, they shall cooperate fully with the Superintendent of Schools and the Board when requested to do so. Administrators shall advise and consult with the Superintendent and the Board regarding the evaluation of proposals under consideration of being made during collective bargaining between the Board and the Massabesic Administrators Association or other labor unions; cooperate in the processing and investigation of grievances; and cooperate with the Board concerning all other activities involving the Massabesic Administrators Association and other labor union and in the management of the District's collective bargaining contracts.

ARTICLE V – ADMINISTRATOR EMPLOYMENT

- A. All new Administrators covered under a statutory requirement shall be on a probationary status for the first two full years of employment. An Administrator who is non-statutory shall be on a probationary status for the first three full years of employment. During these time periods Administrators shall exhibit their fitness for their position to the Board prior to achieving non-probationary status. Any probationary Administrator whose contract is not renewed shall receive notification thereof no later than April 1st of any given year for any statutory Administrator and March 1st of any given year for any non-statutory Administrator.
- B. Once an Administrator receives non-probationary status, the Administrator will be issued a 2 year employment contract.
- C. The Board reserves the right, when local conditions in its judgment warrant, to eliminate any position covered hereunder upon 90 days written notice to the Administrator affected.

- D. Administrators shall refrain from submitting resignations without at least 60 days prior written notice, and shall not resign during July and August of any year, except by mutual consent of the Administrator and the Board, or the Board's designee.

- E. This agreement sets forth the entire terms and conditions of employment for Administrators, and all individual employment contracts shall be subject to and consistent with this Agreement. This Agreement supersedes and replaces any such contracts or other agreements, which as of the date hereof are agreed to be no longer of any force or effect.

ARTICLE VI – GRIEVANCE PROCEDURE

A. Purpose

1. For the purposes of this Agreement, the following procedure is to secure the lowest possible level solutions to disagreements or disputes between the Board and any Administrator or group of Administrators involving only an alleged specific and direct violation of express language of a specific provision of this Agreement as it relates to interpretation, meaning or application except provisions expressly excluded from the grievance procedure contained in this Agreement.

2. Nothing herein contained shall be construed as limiting the right of any Administrator having a grievance to discuss the matter informally with any member of the Association, and having the grievance adjusted without intervention of an administrative body, provided the adjustment is not inconsistent with the terms of this Agreement.

B. Definitions

1. A “grievance” is an alleged violation of this Agreement or a claim that there is a dispute with respect to the application or meaning of the Agreement.

2. An “aggrieved person” is the person or persons making the claim.

3. A “party in interest” is the person or persons 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. The use of the term “party in interest” herein shall not be deemed to allow any person other than the aggrieved person to pursue a filed grievance should said grievance be settled to the satisfaction of the aggrieved person and the Association.

4. "Days" shall mean working school days during the regular school year and central office business days during the summer.

C. Time limits

1. Since it is important that the grievance 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 written agreements.
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, the parties may agree to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

B. Informal procedure

1. If an Administrator feels that he/she may have a grievance, the Administrator shall first discuss the matter with his/her Superintendent or other appropriate supervisor in an effort to resolve the problem informally.
2. If the Administrator is not satisfied with such disposition of the matter, the Administrator shall have the right to have the Representative within the Administrator's area assist the Administrator in further efforts to resolve the problem informally with the Superintendent or other appropriate Administrator.

C. Formal procedure

Level One – Superintendent of Schools

- a. If an aggrieved person is not satisfied with the outcome of informal procedures, the Administrator may present the claim as a formal grievance in writing (using Appendix A) to the Superintendent or other appropriate Administrator within twenty (20) days following the event or condition giving rise to the grievance.
- b. If the aggrieved person is not satisfied with the disposition of the Administrator's grievance at Level One, the Administrator may, within ten (10) days after the decision, or within ten (10) days after the Administrator's formal presentation, file the Administrator's written grievance for referral to the Superintendent of Schools.

- c. The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved person for the purpose of resolving the grievance.
- d. The Superintendent shall, within ten (10) days after the hearing, render his decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

3. Level Two – Board of Directors

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he/she may, within five (5) days after the decision, or within five (5) days after the hearing, file the grievance with the Superintendent for appeal to the Board.
- b. Within five (5) days after the receipt of the appeal by the Administrator, a pre-conference between representatives of the Association and representatives of the Board shall be held regarding the grievance. The purpose of said meeting is to provide the parties with the opportunity for a candid and informal exploration of the grievance, its merits, the positions of the parties, and possible resolutions of any differences of opinion in an attempt to resolve the grievance. The parties hereto pledge to attempt to meet such objectives in good faith; said meeting may be waived only by written mutual consent.
- c. The Association may, within five (5) days after the pre-conference, refer the appeal to the Board if it has not been resolved.
- d. The Board shall meet with the aggrieved person and with representatives of the Association for the purpose of reviewing the grievance at the next regularly scheduled Board meeting occurring at least five (5) days after receipt of the grievance.
- e. The Board shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association.

4. Level Three – Arbitration

- a. If the aggrieved person and the Association are not satisfied with the disposition of the grievance at Level Two, the Administrators may, within ten (10) days after the decision or within ten (10) days after the Board meeting, request in writing to the chairpersons of the School Board of Directors, that the grievance be submitted to arbitration.
- b. The Association shall, within five (5) days after receipt of such request, if the Association formally determines that the grievance is meritorious

and recommends such action, submit the grievance to arbitration by so notifying the Board, through the Superintendent, in writing.

- c. Representatives of the Association and the Board shall attempt to agree on selection of an arbitrator within ten (10) days after notice of arbitration is filed with the Superintendent.
- d. If the parties cannot agree on selection of any arbitrator, the Administrators shall, within fifteen (15) days after notice of arbitration is filed with the Superintendent, notify the American Arbitration Association to assign an arbitrator in accordance with their rules.
- e. The arbitrator selected shall confer promptly with the representatives of the Board and the Association, shall review the record of the prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest, as he shall deem requisite.
- f. The arbitrator shall, within thirty (30) days after hearing on the grievance, render his/her decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decisions of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- g. The costs of the services of the arbitrator shall be borne equally by the Board and the Administrative body.

F. Rights of Administrators to Representation

- 1. The grievant may be represented by the Association. When an Administrator 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 Principal's Association or other governing body for consultation and assistance at any stage of the procedure.

D. Miscellaneous

- 1. If a grievance affects a group or class of Administrators, it may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two subject to the same twenty (20) days stale grievance clause.
- 2. All documents, communications, and records dealing with the processing of

such grievance shall be filed separately from the personnel files on the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and should include only such parties in interest and their designated or selected representatives, heretofore referred to in this Grievance Procedure.

ARTICLE VII – ADMINISTRATOR RESPONSIBILITIES

Administrators shall, at all times, hold such valid certificates issued by the Maine State Department of Education as are required for their positions, and shall, at all times, perform their assigned duties diligently, professionally and efficiently in accordance with all applicable statutes, policies, rules and regulations, under the direction and to the satisfaction of the Board and the Superintendent of Schools.

ARTICLE VIII – WORK DAYS AND WORK YEAR

Current Administrators work year will be as follows: High School Principal, 235 days; Middle School Principal, 220 days; Middle School Assistant Principal(s), 210 days; Elementary Principal(s) (>500 students), 220 days; Elementary Principal(s) (<500 students), 210 days; Elementary Assistant Principal(s), 210 days; High School Assistant Principal(s), 210 days; Special Services Director, 220 days; Special Services Assistant Director, 215 days; Technology Director, 230 days; Curriculum Director, 220 days; Adult Education Director, 220 days; Activities Director, 220 days.

The days worked by an Administrator in order to meet the requirements of a work year include the following:

- Professional staff days
- Approved conference and seminar days
- Days in which the Administrator is spending the majority of their day on activities directly related to an approved school function
- Days in which the Administrator is spending the majority of their day on activities not directly related to an approved school function but which are still an integral and important part of their student's or school's development

Administrators shall devote to their duties the time and days necessary to ensure, at all times, the proper functioning of their schools and programs. All Administrators shall, upon request, notify the Superintendent of Schools in advance of the dates of their availability during the summer, for scheduling purposes.

ARTICLE IX – BENEFITS

- A. Sick Leave – An Administrator earns 20 sick days per year. An Administrator may use up to 7 days per year to care for a sick family member. A family member is defined as a parent, parent-in-law, step-parent, spouse, child, grandchild, brother, sister, significant other or any relative residing in the household. All sick days utilized by an Administrator will be reported in a manner as determined by the Superintendent. Sick days will accumulate to a maximum of 150 days. Upon request of the Board or Superintendent, an Administrator shall present a physician’s statement substantiating any extended or frequent absence or perceived condition affecting employment. The Board reserves the right to require a second opinion at its option. In such an event, the Administrator and the Board shall expeditiously select a mutually agreeable physician or, if no agreement can be reached, shall each expeditiously designate a physician who shall select a physician to provide the second opinion. The cost of any second opinion shall be paid for by the Board.
- B. Health Coverage – The Board will provide health insurance options for each Administrator through Anthem and the MEA Benefits Trust. The current plans available through the MEA Benefits Trust include the Standard, Choice Plus, Standard 500 and Standard 1000 plans. The Board agrees to pay based upon the MEA Choice Plus Plan premiums. The annual increase in total premium costs for each year covered under this agreement will be determined using the prior year employee/employer contributions and adjusted as follows:
- a. Any annual increase up to and including 5% over the prior year’s premium for MEA Choice Plus Plan the Board contribution will be 80% of the increase.

- b. Any annual increase exceeding 5% over the prior year's premium for MEA Choice Plus Plan the Board and employee will share equally in the costs above 5%.
 - c. The value of the Board's contribution of the MEA Choice Plus Plan will be applied towards any other available plan (Standard, Standard 500 or Standard 1000) not to exceed the premium of the associated plan and coverage level. The employee shall be responsible for any additional costs over and above the Board's contribution of the Choice Plus premiums as outlined above.
 - d. New rates take effect on July 1st and run for a twelve month period ending on the following June 30th.
- C. Dental Coverage – The Board will provide Delta Dental Insurance, Plan V, up to and including family coverage at 100% of the prior year's premium. The employee will pay the difference.
- D. Bereavement – An Administrator earns 5 bereavement days per year. Bereavement days are available to be used for the death of an immediate family member. An immediate family member is defined as a parent, spouse, child, sibling, son-in-law, daughter-in-law, grandchild, step-parent or significant other. An administrator shall receive up to three days paid leave for the death of a grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, step relationships, or any other member of the immediate household. Additional days may be requested under special circumstances. If the Administrator has used all of their bereavement days for the year the Board will allow the use of sick days to be utilized for bereavement purposes (as defined above).
- E. Workers Compensation – Any Administrator receiving payments under the Workers Compensation Act shall be eligible for sick leave compensation only in such amount as will equal his or her regular compensation when added to Workers Compensation benefits. Sick leave pay shall be pro-rated and drawn against the Administrator's annual and accumulated sick leave, and shall terminate upon the exhaustion of such leave.

F. Travel – The federal reimbursable allowance per mile shall be paid for approved District related travel.

G. Credit Reimbursement – The District will provide annually up to \$1,500, per administration, for conferences, workshops or seminars approved in advance by the Superintendent.

“Professional credit reimbursement will be provided annually for up to six (6) credit hours of advanced study at a rate not to exceed the USM credit rate, approved in advance by the Superintendent. An administrator who leaves the employment of RSU #57 and is a matriculated graduate student (during his/her most recent year of employment) in a program related to education shall reimburse the District for any amounts the District paid up to twelve (12) credit hours (within the prior 24 months from the effective date of the administrator’s resignation) beyond credits required for recertification in accordance with the Maine DOE. An administrator, who applied for a principalship in RSU #57, but was not selected for the position and chooses to advance their career in another school district or an administrator who was subject to a reduction in force will be exempt from the requirement to reimburse the District.

H. Errors and Omissions – Administrators shall continue to be covered by such errors and omissions insurance policy or program as applies to the Board of Directors, so long as such insurance policy or program remains commercially available to the Board at rates it deems acceptable.

ARTICLE X – SALARIES

The annual salaries of all Administrators covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof. A new Administrator, or a current Administrator changing positions, will be placed on the appropriate step after consideration is given to their years of experience based upon the recommendation of the Superintendent and consultation with the School Board for the position for which the individual is being hired.

ARTICLE XI – TAX SHELTERED ANNUITIES

During the term of this contract, and provided that the employee provides evidence of a current year contribution to a TSA, IRA or similar retirement account, the District will match the employee's contribution up to the following amounts:

0 – 8 Years	9+ Years
\$2,500	\$3,500

This employer match amount will be payable on the last payroll in June of each fiscal year, and shall be placed in a retirement account of the employee's choosing. For purposes of 0-8 and 9+ years this is determined based on the hire date and years of employment as an Administrator within the District.

ARTICLE XII – UNUSED SICK DAYS UPON RETIREMENT

An Administrator after fifteen (15) years of total employment within RSU #57, and upon attaining normal retirement age, as defined by MainePers System, and retires under the MainePers System shall receive reimbursement for up to fifty (50) days of unused sick days accumulated over fifty (50) days at a rate of 80% of his or her current per diem rate for each day up to fifty (50).

ARTICLE XIII – POSTING VACANCIES

(Follow the policy and make revisions in policy to cover hiring).

ARTICLE XIV – NEW ADMINISTRATIVE POSITIONS

The Association and Board agrees to admit into this bargaining unit any new or additional administrative position that is recognized by this contract.

ARTICLE XV – EMBODIMENT OF AGREEMENT

This contract incorporates the entire understanding of both parties on all items subject to negotiations. During the life of this agreement, neither party shall be required, nor shall it

attempt to require the other party, to negotiate with respect to any subject or item, whether or not within the contemplation of either party during negotiations for this Agreement.

ARTICLE XVI – UNION SECURITY

All Administrators in the bargaining unit shall have the right to join or refrain from joining the Association. No Administrator in the bargaining unit shall be favored or discriminated against by the Board or by the Association because of an Administrator’s membership or non-membership in the Association. The Board agrees to treat, and the Association agrees to represent, all Administrators in the bargaining unit without discrimination, interference, restraint or coercion.

Dues will be deducted from the bi-weekly salary of members of the Association who so designate in writing to be transmitted to the Association. New hires shall have three weeks from their first day of work to submit a dues deduction form to the business office if they so elect. The Association agrees to indemnify, defend and hold the Board harmless from any claim or suit of any nature arising out of or in connection with any deduction pursuant to this Article.

ARTICLE XVII – TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2020 and shall expire on June 30, 2023.

Dated at Weterville Maine this 14th day of October 2020

Board of Directors of Regional School Unit No. 57



Bruce Woodward, School Board Chairperson



Anthony W. Hinson
Massabesic Administrators Association

ADDENDUM #1

Upon voted and signed approval by Regional School Unit No. 57 and the Massabesic Administrators Association, the collective bargaining agreement will provide retroactive pay to the beginning of the contract period (July 1, 2020) prorated over the remainder of the first year of the agreement based upon the job classification and number of work days.

For each administrator at Lyman and Alfred Elementary Schools as well as Line and Shapleigh Elementary Schools, retroactive pay will be based upon the number of work days and job classifications that existed in the prior year's (2019-2020) employment agreement. The retroactive pay will utilized the 2020-2021 elementary principal pay scale (>500 students) for the two elementary principals and the 2020-2021 elementary assistant principal pay scale for the two assistant principals.

Changes in personnel classifications and associated pay will be effective on the date the Regional School Unit No. 57 School Board approves such changes. These changes will be adjusted prospectively over the remainder of the first year of the agreement on a prorated basis.

2020-2021			
POSITION	1 TO 3 YEARS	4 TO 8 YEARS	9+ YEARS
HS PRINCIPAL	105,150	110,829	116,508
HS ASSISTANT PRINCIPAL	86,944	92,744	98,543
MMS PRINCIPAL	97,505	102,934	108,364
MMS ASSISTANT PRINCIPAL	79,568	85,368	91,167
ELEMENTARY PRINCIPAL (>500 students)	97,302	103,101	108,902
ELEMENTARY ASSISTANT PRINCIPAL	78,568	84,368	90,167
ELEMENTARY PRINCIPAL (<500 students)	92,737	98,537	104,337
SPECIAL SERVICES DIRECTOR	97,305	103,105	108,904
SPECIAL SERVICES ASSISTANT DIRECTOR	80,439	86,377	92,313
TECHNOLOGY DIRECTOR	82,050	88,113	94,177
CURRICULUM DIRECTOR	87,005	92,805	98,604
ADULT EDUCATION DIRECTOR	78,483	84,282	90,082
ACTIVITIES DIRECTOR	85,843	91,643	97,443

2021-2022			
POSITION	1 TO 3 YEARS	4 TO 8 YEARS	9+ YEARS
HS PRINCIPAL	106,201	111,937	117,673
HS ASSISTANT PRINCIPAL	87,813	93,671	99,529
MMS PRINCIPAL	98,480	103,964	109,447
MMS ASSISTANT PRINCIPAL	80,864	86,721	92,579
ELEMENTARY PRINCIPAL (>500 students)	98,275	104,132	109,991
ELEMENTARY ASSISTANT PRINCIPAL	79,354	85,211	91,069
ELEMENTARY PRINCIPAL (<500 students)	93,665	99,522	105,380
SPECIAL SERVICES DIRECTOR	98,278	104,136	109,993
SPECIAL SERVICES ASSISTANT DIRECTOR	81,243	87,241	93,236
TECHNOLOGY DIRECTOR	82,871	88,995	95,119
CURRICULUM DIRECTOR	88,375	94,233	100,091
ADULT EDUCATION DIRECTOR	79,268	85,125	90,983
ACTIVITIES DIRECTOR	86,702	92,559	98,417

2022-2023			
POSITION	1 TO 3 YEARS	4 TO 8 YEARS	9+ YEARS
HS PRINCIPAL	107,263	113,056	118,849
HS ASSISTANT PRINCIPAL	88,692	94,608	100,524
MMS PRINCIPAL	99,465	105,003	110,542
MMS ASSISTANT PRINCIPAL	82,172	88,089	94,005
ELEMENTARY PRINCIPAL (>500 students)	99,257	105,174	111,091
ELEMENTARY ASSISTANT PRINCIPAL	80,147	86,063	91,980
ELEMENTARY PRINCIPAL (<500 students)	94,601	100,517	106,434
SPECIAL SERVICES DIRECTOR	99,261	105,177	111,093
SPECIAL SERVICES ASSISTANT DIRECTOR	82,056	88,113	94,168
TECHNOLOGY DIRECTOR	83,699	89,885	96,070
CURRICULUM DIRECTOR	89,759	95,675	101,591
ADULT EDUCATION DIRECTOR	80,060	85,977	91,893
ACTIVITIES DIRECTOR	87,569	93,485	99,401