

Mt. Blue Regional School District

Mt. Blue Administrators Collective Bargaining Agreement 2021-2024



Effective Date: July 1, 2021

PREAMBLE

The RSU 9 Board of Directors (hereafter the “Board”) and the Mt. Blue Administrators Association (hereafter the “Association”) recognize that the administrators of the RSU 9 share a major responsibility with the Board in meeting the first priority - to provide an educational program of high quality for the children who attend the public schools of this district. They agree that:

1. The Board is vested with certain legal authority and responsibility which it cannot, and will not, abrogate;
2. The Board, under the law, has the final responsibility of establishing educational policies for the Public Schools;
3. The administrators under the direction of the Superintendent and as a part of the administrative team share the responsibility of carrying out established policies of the Board;
4. The administrators are primary agents in the evaluation of staff and the improvement of instruction or performance;
5. Administrators have major responsibilities to interpret policies and programs to the public and to develop avenues of cooperation and service between the schools and all community members;
6. The Board and the administrators have mutual obligations to confer and negotiate in good faith with respect to wages, hours and working conditions and to meet and consult but not negotiate with respect to educational policies.

The Board and the Association agree that their considerations together should aim to serve the best interests of public education in RSU 9.

FRINGE BENEFITS

A. Sick Leave

An administrator will be entitled to twenty (20) days sick leave per year. Unused sick leave days shall be cumulative from year to year to 220 days. Administrators/Directors who have accumulated a greater amount than 220 will be capped at his/her June 30, 2019 balance as listed in Appendix B.

The following restrictions apply to the use of sick leave:

1. Sick leave is provided for use when an administrator is unable to complete his/her job duties due to personal illness or injury.
2. Sick leave may be used in half- or full-day increments.
3. The Superintendent may require medical documentation certifying the need for sick leave whenever an administrator's use of sick leave exceeds five (5) consecutive work days.

B. Family Sick Leave

An administrator may use available sick leave each year to care for a member of his/her immediate family when the administrator's presence is required. The Superintendent may require medical documentation confirming the need for such leave. For the purposes of this section, "...immediate family" shall mean the administrator's spouse/domestic partner, child(ren), or parent(s).

C. Sick Leave Bank

Purpose/Standard for Access: The sick leave bank is designed to provide income protection for eligible administrators who have exhausted their personal leave and annual/accumulated sick leave, and who have a serious health condition as defined by the Family Medical Leave Act, which prohibits them from performing their job.

1. Enrollment/Contributions to the Bank/Maximum Size of Bank
 - a. All administrators that choose to participate shall be required to donate one (1) sick day in September of each year. Any newly hired administrator will be able to join on the date of hire and will then become a member of the sick leave bank.
 - b. Unused sick leave bank days shall continue from year to year to a maximum of

180 days.

2. Sick Bank Committee/Decisions of the Committee: The sick leave bank shall be governed by a four (4) person committee composed of an Association executive, the Superintendent, a designee of the Superintendent, and an administrator. Decisions by this four (4) person committee will be based on documented need and days will only be awarded to an applicant if the committee unanimously determines that the request is meritorious and that the above standard for accessing the sick bank has been met. The decision of the committee shall be final.
3. Number of Days: The following limitations shall apply concerning the ability of administrators to draw days from the sick bank.
 - a. Eligible administrators may be awarded up to 30 sick bank days per contract year for personal illness meeting the above standard. If an administrator has been awarded 30 days and desires to draw additional sick bank days, then he or she must submit a second application form with updated medical information substantiating the medical need for additional sick bank days. The committee will consider such requests in accordance with paragraph 2 and may award up to 30 additional sick bank days to qualified administrators. Again, the decision of the committee shall be final and shall not be grievable.
 - b. In no event shall an individual administrator be permitted to draw more than 60 days from the sick bank in any given contract year.
4. Restrictions on Usage of Sick Bank Days: The following restrictions apply to administrators' usage of sick bank days pursuant to this Article.
 - a. Administrators wishing to access the sick bank must submit an application form, including a doctor's statement substantiating that they have a serious health condition as defined by the Family Medical Leave Act in order to establish that they are eligible to draw days from the sick bank.
 - b. Administrators may not draw from the sick bank until they have exhausted all of their accumulated paid leave (sick, personal, vacation etc.)
 - c. Administrators may not draw sick bank days for elective surgeries or hospitalizations if such procedures could have been scheduled during a vacation period.
 - d. Administrators may not draw sick bank days for injuries that are work-related and for which they are receiving worker's compensation benefits.
 - e. In the event that an administrator's request for sick bank days is granted, either in whole or in part, and he or she is subsequently deemed eligible for a Maine Public Employee Retirement System's or Social Security's disability retirement, and in

fact receives a disability retirement, such administrator shall be obligated to pay back to the school system the value of the number of sick bank days used after the effective date of the disability retirement. The intent of this provision is to prevent employees from double dipping.

5. Miscellaneous:

- a. Sick bank usage. Data concerning the sick leave bank will be maintained by the district administration and an annual report about sick leave usage will be made available to the Association President and to the School Board upon request.
- b. Confidentiality. All application forms will be maintained by the Superintendent's office in a secure manner and in a separate medical file.
- c. Sick day value. A sick bank day awarded pursuant to this Article will be paid out at the applicant administrator's normal per diem rate of pay.
- d. Forms. The required sick leave bank forms are available in the Central Office.

D. Retirement Stipend

Upon retirement, and as a reward for extended service to the school system, qualified administrators shall receive payment for up to one-half of accumulated sick leave not to exceed a maximum of 50 days of accumulated and unused sick leave. Administrators/Directors who have accumulated a greater amount than 220 days will be capped at one-half of accumulated sick leave not to exceed a maximum of 65 days.

The following restrictions shall apply:

1. To receive this benefit, the administrator must have served as an administrator in RSU 9 for at least seven (7) years and must provide notice in writing to the Superintendent of his/her intention to retire by February 1st.
2. The number of days shall be determined by the actual number of sick days accumulated or 50 days, whichever is less.
3. The payment shall be at the administrator's per diem rate of pay.
4. Payment of this stipend shall be made in the next pay period immediately following the employee's effective date of retirement.
5. It is understood that a "retirement" under this section shall mean the administrator's voluntary termination of his/her own employment upon reaching his/her "normal

retirement age" under the Maine Public Employees Retirement System or Social Security Retirement System. It does not include situations where an administrator may decide to leave RSU 9 to work elsewhere.

E. Health Insurance

Each administrator is eligible for his/her choice of single, two-person, or family plan health insurance (Blue Cross/Blue Shield level UCR or better; HMO) and major medical insurance. The District will pay 79.5% of the annual premium costs.

Any administrator, who chooses to decline the MEA Benefit Trust Plan health insurance coverage agrees to a.) sign a statement that they and their eligible dependents have been offered affordable coverage by Mt. Blue Regional School District; and b.) they waive the offer for health insurance; and c.) provide proof that they and their eligible dependents are covered under another employer-sponsored health plan. Any administrator who meets the requirements in a-c shall receive \$6,500 in lieu of insurance coverage. An administrator must elect this option no later than July 1, and said election may not be revoked until the following year, except as follows. If an administrator wishes to reinstate district health coverage due to a qualifying event during the contract year, they must notify the district immediately. Upon notification of the qualifying event, the district will cease the in lieu payment and district health coverage shall be reinstated. Eligibility requirements for health benefits are subject to Anthem Blue Cross and Blue Shield policy.

The in lieu payment will be distributed in two (2) installments: 50% in the second payroll in December and 50% in the second payroll in June.

The District will pay 100% highest level single subscriber dental insurance as provided by Delta Dental Insurance, Plan 5 Coverage A. The administrator will have the option to add additional family members at his/her expense through payroll deduction.

F. Reimbursements

Tuition: The Board of Directors shall reimburse Administrators for books, tuition, and fees for up to nine (9) graduate credits at the University of Maine graduate rate that have been approved in advance by the Superintendent. Reimbursement will be paid upon receipt of transcripts indicating the administrator has satisfactorily completed the course.

Mileage: Administrators who are required to use their own vehicles in the performance of their duties shall be reimbursed for all travel at an average of the mileage reimbursement rates of the

IRS and the State of Maine mileage reimbursement as of July 1 of each year. Vouchers for such expenses shall be submitted by the administrator on a monthly basis.

Smartphone: The Board of Directors shall reimburse administrators \$50 a month toward their smartphone bill. Payment will be distributed in two (2) installments. 50% in the second payroll in December and the 50% in the second payroll in June.

G. Leaves

Administrators are expected to be present in the schools because their leadership is essential; however, it is understood that there are times when Administrators may need to request a leave. Administrators can request time off, subject to the approval of the Superintendent. Each administrator may be granted leave with pay upon the approval of the Superintendent; including up to three (3) personal business leave for legal, professional, household or family business so long as no more than two administrators are out on the same day; up to five (5) bereavement days following the death of immediate family (parent, step-parent, parents-in-law, child, sibling, spouse, significant other, grandparent), and short-term leave.

In addition, so as to avoid burdening school operations and to ensure leadership coverage in each building, planned personal leave requires five (5) business days of prior written notice and may not be used: (a) on staff workshop days; (b) Administrator leadership and planning days; (c) Open House; and/or (d) Parent/Teacher Conferences.

The Board, upon recommendation by the Superintendent, may grant Administrators long-term leaves of absence without pay.

H. Sabbatical Leave

After completing a minimum of seven (7) years continuous service in RSU 9, an administrator will become eligible for up to a full year's sabbatical leave at one-half of that administrator's contracted salary and benefits. A written proposal will be submitted to and discussed with the Superintendent prior to becoming an agenda item of the Board. Applications for administrative sabbatical leave must be submitted by the Superintendent by October 15 of the preceding year and will be acted upon by the Board prior to November 30. The decision of the Board shall be final. An administrator receiving and accepting a sabbatical leave will formally agree in writing that if he or she does not complete one full year of service in the District of his/her own volition following the completion of the sabbatical, that the administrator will repay the total value of salary and benefits received from RSU 9 during the sabbatical. A maximum of one administrative sabbatical can be granted by the Board in any year, and the decision of the Board is final.

I. Life Insurance

Each individual covered by this agreement shall be eligible for Maine Public Employees Retirement System life insurance at four times current salary at the District's expense. Dependent coverage shall be the financial responsibility of the individual Administrator.

J. Professional Organizations

The District will pay the professional dues of one state and one national educational organization for each administrator and such other curriculum or subject matter organizations as approved by the Superintendent in advance.

K. Holidays

During the period defined in Section 2, the administrator shall be entitled to those holidays recognized as legal holidays under Title 20-A M.R.S.A. § 4802. Holidays are included in the Administrator's contracted days per year.

L. Vacation

Administrators shall receive vacation as follows:

1. The number of vacation days for each position is outlined in Appendix A.
2. All proposed vacation days shall be requested and require the approval of the Superintendent. Vacation shall be scheduled with the approval of the Superintendent.
3. Vacation days may not be taken on school days, staff workshop days, or during administrative leadership days, except in special circumstances at the discretion of the Superintendent.
4. If an administrator has unused vacation days at the end of the contract year (June 30th), they can choose to carryover up to three (3) days to be used during the months of July and August, or they can choose compensation of up to three (3) days at the rate of \$175 per day. There shall be no payment of unused vacation time upon separation from the District for any reason.

M. Conferences

A pool of \$9,000 has been established for administrator conference attendance. The Superintendent or designee establishes the distribution of the pool annually.

Position Statement: To allow equitable attendance among all administrators at local, state, and national conferences.

Policy: Attendance at conferences with the approval of the Superintendent shall be on a rotating basis. The conference pool is available to the following individuals.

Mt. Blue Campus Principal	Academy Hill School/Cushing School Principal
High School Assistant Principal	Cascade Brook School Principal
High School/Foster CTE Assistant Principal	Cape Cod Hill School Principal
Foster CTE Director	Mallett School Principal
Middle School Principal	Special Education Director
Middle School Assistant Principal	Assistant Special Education Director
Support Services Director	Technology Director
Transportation Specialist	Adult Education Director
	School Nutrition Director

N. Certification

The administrator will send a copy of the certification/fingerprinting card that covers the employee’s current position to personnel at the Superintendent's Office for reimbursement upon renewal.

O. Tax Sheltered Annuity

The district will provide up to a \$2,750 match for a tax sheltered annuity in 2021-2022 and 2022-2023 and up to \$3,000 in 2023-2024.

P. Flex Spending Program

Administrators shall be allowed to participate in the flexing spending program offered to district teachers.

Q. Reduction in Force/Position Elimination

The Board reserves the right to eliminate any administrative position due to changes in local conditions upon 90 calendar days' notice.

If the Board is contemplating the elimination of an administrative position, the Superintendent will notify the President of the Association. Upon written request, the Superintendent will meet and consult with the administrators prior to a decision of the Board to eliminate any position.

In deciding which contracts shall be terminated due to a reduction in force, the Board shall determine the overall ability and qualifications of each person in the appropriate impact area with regard to meeting the needs of the students and the school over the short and long term. Individuals possessing the most ability and qualifications shall be retained. This determination shall be based on the administrator's performance and effectiveness ratings using the district's evaluation tool. Where ability and qualifications are determined to be substantially equal, the most senior administrator in an impact area will be retained.

The following impact areas shall be utilized

Area 1: Principals

- 1) Elementary School
- 2) Middle School/High School

Area 2: Assistant Principals

- 1) Elementary School
- 2) Middle School/High School

Area 3: Special Education Director

Area 4: Assistant Special Education Director

Area 5: Technology Director

Area 6: School Nutrition Director

Area 7: Transportation Director

Area 8: Adult Education Director

Area 9: CTE Director

Area 10: Director of Support Services

R. Administrator Employment

1. The employment (nonrenewal and dismissal) of all administrators set forth in Article I of this Agreement shall be governed by the provisions of Title 20-A M.R.S.A. § 13301 through 13305 and not by this collective bargaining agreement, except as set forth below.
2. The parties acknowledge that, under the statute and practice in the District, "cause" is not required by the Board to decide not to renew the contract of an administrator as set forth in paragraph 1.
3. All newly hired administrators shall be on probationary status for their first two (2) full years of employment. During this period of time, administrators will be offered a one-year agreement and shall exhibit their fitness for their position to the Board prior to achieving non-probationary status. During this probationary period, the Board has the right to establish the salary for each administrator. The benefits offered to each probationary administrator shall be governed by the provisions of this Agreement.
4. A probationary administrator whose contract is not to be renewed shall receive notification thereof no later than April 1 of the final contract year.
5. After successful completion of the two-year probationary period, the Superintendent and Board will decide whether to issue a one-year or multi-year contract (not to exceed 3 years) to each administrator. The decision shall be based upon a performance-based evaluation and the effectiveness of the administrator. Successful performance-based evaluations must continue in order for any administrator to maintain a multi-year contract.

	5-19-21
President of the Mt. Blue Administrators Association	Date

	5-24-21
RSU 9 Board of Education Chair	Date

Appendix A

	Contract Days	2021-22 Salary	2022-23 Salary	2023-24 Salary	Vacation Days
W.G. Mallett Principal	260	94,323	96,682	99,582	30
Cascade Brook Principal	260	94,323	96,682	99,582	30
Wilton Schools Principal	260	94,323	96,682	99,582	30
Cape Cod Hill Principal	260	89,109	91,337	94,077	30
Middle School Principal	260	98,268	100,725	103,747	30
Middle School Asst. Principal	260	82,546	84,609	87,147	30
Mt. Blue Campus Principal	260	110,732	113,501	116,906	30
Foster CTE Director	260	94,226	96,581	99,478	30
High School/CTE Asst. Principal	260	86,811	88,981	91,650	30
High School Asst. Principal	260	86,771	88,941	91,609	30
Special Education Director	260	99,675	103,000	106,090	30
Asst. Special Education Director	260	83,578	85,667	88,237	30
Technology Director	260	84,550	86,664	89,264	30
Support Services Director	260	82,375	84,434	86,968	30
Transportation Specialist	260	62,710	64,278	66,206	30
School Nutrition Director	210	62,931	64,504	66,439	n/a
Adult Education Director	260	78,000	79,950	82,349	30

* Contracts are bargained individually for the first two years of employment.

* CCHS principal will have additional duties as assigned by the Superintendent.

Appendix B

Administrators/Directors who have accumulated a greater amount than 220 will be capped at his/her June 30, 2019 balance as follows:

Todd Demons	228.5 days
Nichole Goodspeed	238 days
Joel Smith	260 Days

Side Agreement

This Side Agreement is made this 11th day of May, 2021, by and between the RSU 9 Board of Directors (the “Board”) and the Mt. Blue Administrators Association (the “Association”) (collectively the “Parties”).

WHEREAS, effective January 1, 2021, Maine has enacted a new Earned Paid Leave law (26 M.R.S.A. §637) which permits employees to accrue one hour of earned paid leave for every forty (40) hours worked, beginning with the first day of employment, up to a maximum of forty (40) hours per year;

WHEREAS the new law does not entitle employees who already receive paid leave benefits from their employer to any additional paid leave, so long as existing leave policies permit employees to use up to (40) hours of paid leave per year, in no less than one hour increments, for any reason, subject to reasonable notice limitations depending on the use of the leave; and

NOW, THEREFORE, in order to meet the statutory requirements under 26 M.R.S.A. §637, the Parties hereby agree as follows:

1. Employees may use the first forty (40) hours of any leave (sick, family sick, personal, vacation, etc.) in each year in increments of (1) hour;
2. To ensure that the three (3) days of personal leave in Section G of the contract can be applied toward the 40 total hours of earned paid leave, the Board will waive the existing contractual restrictions on the qualifying purposes or reasons for personal leave. Thus, while this side agreement is in effect, personal leave can be used for any reason. However, so as to avoid burdening school operations and to ensure leadership coverage in each building, planned personal leave (i.e., non-emergency leave) requires 5 business days of prior written notice and may not be used: (a) on staff workshop days; (b) administrator leadership and planning days; (c) Open House; and/or (d) Parent Teacher Conferences.
3. To ensure compliance with 26 M.R.S.A. §637, up to 2 days of vacation leave in Section L of the contract can be applied toward the 40 total hours of earned paid leave. Thus, while this side agreement is in effect, up to 2 days of vacation leave may be used for any reason. However, so as to avoid burdening school operations and to ensure leadership coverage in each building, planned vacation leave (i.e., non-emergency leave) requires 5 business days of prior written notice and may not be used: (a) on staff workshop days; (b)

administrator leadership and planning days; (c) Open House; and/or (d) Parent/Teacher Conferences.

4. In general, planned earned paid leave should not be used for more than three (3) consecutive days in a row.
5. Employees who request paid leave for emergency purposes shall be required to provide a general description of the purpose of the leave and may be required to provide appropriate documentation demonstrating the necessity of using leave when absent for more than three (3) consecutive days or when using leave for non-emergency purposes;
6. The Parties recognize that, pursuant to 26 M.R.S.A. §637(7), the Maine Department of Labor has the exclusive authority to enforce the requirements of the new law, which are otherwise not subject to the grievance procedure;
7. In the event that the Legislature and/or the Maine Department of Labor determines that 26 M.R.S.A. §637 should not/does not apply to public school units, this Side Agreement shall expire on its own accord at that time.

<i>Nichole Goodmad</i>	5-19-21
President of the Mt. Blue Administrators Association	Date

<i>Angie L. Clark</i>	5-20-21
RSU 9 Board of Education Chair	Date

