

**AGREEMENT BETWEEN THE
RSU I BOARD OF DIRECTORS
AND
RSU 1 SCHOOL ADMINISTRATORS
ASSOCIATION (SAA)
August 1, 2015 – July 31, 2018**

RSU 1 SCHOOL ADMINISTRATORS ASSOCIATION

Contract between the RSU 1 School Administrators Association (SAA) and the RSU 1 Board of Directors for the period August 1, 2015 to July 31, 2018.

PREAMBLE

This agreement is entered into this _____ by and between the RSU 1 School Administrators Association and the RSU 1 Board of Directors.

ARTICLE I **Membership**

Pursuant to the State of Maine Law, 26 MRSA, Chapter 9A, the Board of Directors hereby recognizes the SAA as the exclusive representative for a bargaining unit composed of the High School Principal, Middle School Principal, High School Assistant Principal, High School/Middle School Assistant Principal, Athletic Director, Director of Bath Regional Career and Technical Center, Director of Special Education, Director of Technology and Elementary Principals.

ARTICLE II **Negotiations Procedure**

- A. Each party may choose to be represented in negotiations by any person or persons of their choice except that the SAA may not be represented by the Sagadahoc Education Association (SEA).
- B. Negotiations shall begin upon written request by either party in conformance with the provisions of Title 26, MRSA, Chapter 9A. The written request for negotiations should include all items to be negotiated.
- C. Both parties agree that negotiations must be carried out in good faith with the sincere desire to overcome all obstacles to agreement, pursuant to the Maine Municipal Public Employees Labor Relations Law.

ARTICLE III **Professional Development and Improvement**

A certified, full-time Administrator shall be entitled to payment for up to nine (9) credit hours per year at University of Maine rate. Payment will be made up front. The administrator will provide evidence of successful completion of the course. Failure to do so will require the administrator to reimburse the district. The School Department will pay the full cost of tuition and books and other reasonable training and expenses deemed appropriate to support the administrator's professional development.

Sabbatical Leave

- (1) Applications for sabbatical leave shall include a description of the proposed programs of study, relating to the needs of the school system. The Board shall have the sole discretion to approve or disapprove any application for sabbatical leave.
- (2) Applications must be submitted prior to January 1 in the school year prior to the sabbatical year leave.
- (3) Applicants must have completed 7 years of service in RSU 1, Bath, and the former School Union 47 school districts prior to each sabbatical.
- (4) Administrators are assured of their former positions if in existence. If not, they may return to a comparable position as determined by the Superintendent.
- (5) Payment for sabbatical leave will be at a rate of one-half of the administrator's current base contract figure for the period of the sabbatical, which shall not exceed one year. Fringe benefits will be pro-rated as one-half of a full-time administrator's benefits, with the option for the administrator to purchase additional coverage by notifying the Superintendent's office prior to the commencement of the sabbatical leave.
- (6) Any administrator accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event that the Administrator resigns from RSU 1 before the completion of two years of full-time service after expiration of the sabbatical leave, he/she shall reimburse that proportional amount of money the unfulfilled two year period bears to the full amount granted during such leave including benefits, except in cases of medically documented physical incapacity.

ARTICLE IV **Management Rights**

Except as otherwise specifically provided in this Agreement or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision and direction of the staff are vested exclusively in the Board of Directors.

This Agreement is the result of collective negotiations between the Board and the SAA, which have been conducted under the requirements of the law. The provisions of this Agreement supersede all conflicting policies and directives of the Board of Directors and the SAA. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of negotiations for a successor Agreement.

ARTICLE V **Miscellaneous Agreement**

- A. All administrators are considered valued colleagues of RSU 1 and will be treated with abiding respect at all times by the Superintendent and Board of Directors.
- B. The needs of RSU 1 shall be the governing factor in terminating a position covered by this contract. However, where applicable, quality of performance and length of service in RSU 1, Bath, and the former School Union 47 school districts will be given due consideration.

C. Method of Amendment

This document may be amended by following the procedures outlined in Article II.

D. Legality

If any part of this Agreement is found to be illegal, either by the courts or by statute, only that section which is illegal shall be void, and not the entire document. In those areas either not covered or which are in conflict with state law, the law shall apply.

**ARTICLE VI
Work Year**

A. Work Year: The work year of administrators shall consist of the number of days in the school calendar (currently 180 days), the twelve (12) holidays, ten (10) days before the start of the school year, ten (10) days after the close of the school year and such other days as agreed to jointly by the administrator and the Superintendent of Schools.

B. Work Days: The work days for each administrator shall be as follows:

High School Principal	230 days
Middle School Principal	220 days
Director of BRCTC	220 days
High School Assistant Principal	220 days
High School/Middle School Assistant Principal	220 days
Athletic Director	220 days
Fisher-Mitchell Principal	220 days
Dike-Newell Principal	220 days
Phippsburg Principal	220 days
Woolwich Central School Principal	220 days
Director of Special Education	220 days
Director of Technology	220 days

**ARTICLE VII
Contracts**

A. All new administrators shall be on probationary status for their first two (2) full years of employment. During this period of time, administrators shall exhibit their excellence for their position to the Board prior to achieving non-probationary status. A probationary administrator whose contract is not to be renewed shall receive notification thereof no later than April 1.

B. Following the successful completion of the two (2) year probationary period, the superintendent is authorized to issue a contract not to exceed three (3) years. An administrative contract can be terminated at any time with the mutual consent of both parties.

If the superintendent's evaluation of an administrator's performance to carry out the responsibilities in his job description is considered unacceptable, the administrator shall receive notification as follows:

A probationary administrator will be notified by April 1 if they will not be recommended for employment for the following year.

2. Notification After Probationary Status

The superintendent will provide the affected administrator with a letter by December 1st indicating that renewal of their administrative contract is uncertain, giving reasons and documented examples of concern. An action plan will be developed, executed, and monitored on a weekly basis. It is the intent of this action plan to provide every opportunity and support to the administrator to achieve success in the action plan for improvement. A final determination on the continuation of the administrator's contract will be made by March 1. An administrator on non-probationary status who has been recommended for non-renewal has the right to appeal the decision of the superintendent of schools. This appeal will be heard in an Executive Session of the Board of Directors.

- C. Each administrator shall be evaluated by the Superintendent and/or designee annually using observations and objective data and detailed goal setting plans. The evaluation will include written recommendations and commendations, and suggestions for improvement and comments, etc. where applicable. Administrators will be made aware of evaluation criteria at the start of their employment in RSU 1.
- D. Contract dates of all newly hired administrators in RSU 1 shall be August 1 – July 31.
- E. Administrators must give 45 days notice upon resignation unless otherwise negotiated with the superintendent.

ARTICLE VIII
Payment of Salaries

Members' salaries shall be paid in twenty-six (26) substantially equal installments, according to the individual contracts. Members leaving during the year will be paid on the basis of the actual number of days worked.

ARTICLE IX
Fringe Benefits

A. MEDICAL INSURANCE:

- 1. An administrator may select and join the group hospitalization plan under the Maine Educators Association Benefits Trust currently Anthem Blue Cross/Blue Shield.
 - Effective with the billing for 2015-2018, the administrator shall choose between the two options for insurance benefits:
 - 100% of Choice Plus single subscriber's cost or 91% of prior year dependent coverage

OR

- 100% of Choice Plus single subscriber's cost or 86% of prior year dependent coverage and 100% single subscriber coverage with Delta Dental Plan D.
- B. The SAA and the Board may mutually elect to change medical insurance coverage with no increase in cost to the Board above the amounts set forth above.
- C. Administrators selecting option one may choose to pay 100% of the cost of Delta Dental Plan D for a single, 2-person, adult/child, or family plan.
- D. DUES – The Board shall pay administrators dues to the following organizations: MPA, ASCD, NASSP and any other organization upon application to and approval of the Superintendent of Schools. The Board shall not pay dues to the SEA, MEA, NEA, AFT or any of its affiliates.
- E. Personal Liability Insurance in the amount deemed necessary by the Board.
- F. In order to enable administrators to use pre-tax dollars to pay dental insurance premiums for which the administrator is liable, dependent child care costs, and medical costs – including dental and eye care – the Board agrees to make available a Premium Conversion Plan, a Dependent Care Reimbursement Account, and a Medical Expense Reimbursement Account, administered by Blue Cross/Blue Shield or other administrator. The Premium Conversion Plan, Dependent Care Reimbursement Account, and the Medical Reimbursement Account will be set up in conformity with, and will adhere to, the Provisions of Section 125 of the Internal Revenue Code.

ARTICLE X **Sick Leave**

Administrators will be granted twelve (12) days sick leave each year to a maximum of one hundred fifty (150) days for personal illness or other disability. The Administrator shall be entitled to personal leave at the discretion of the Superintendent of Schools. Any personal leave used shall be deducted from accumulated sick leave. Bereavement leave, as needed, will be granted and not deducted from accumulated sick leave. In the event that an administrator has exhausted all sick time, the superintendent has the discretion to grant extra sick time up to 50 additional days.

ARTICLE XI **Retirement Benefits**

Only current administrators that qualify for retirement benefits under the former Bath administrator's contract shall receive a retirement benefit of up to 40 days of accumulated sick leave at their per diem rate at the day of retirement after 10 continuous years of experience in the Bath School System and the RSU 1 System. The benefit is extended only to those that currently qualify under the former Bath system contract and will terminate after the last current eligible administrator retires.

Only unused sick leave accumulated in Bath will be included in the computation of this benefit. In order to be eligible for this retirement benefit, the Administrator must show evidence that retirement benefits are to be immediately received from the Maine State Retirement System.

Administrators with twenty-five (25) or more continuous years of experience in the RSU 1/Union 47 system shall be given a longevity service payment for up to thirty-five (35) days of accumulated sick leave at a rate of \$200 a day upon their retirement from the RSU 1 school system. Administrators with twenty (20) or more continuous years of experience in the RSU 1 system become eligible for payment of up to thirty (30) days of accumulated sick leave at a rate of \$175 per day.

Administrators with ten (10) or more continuous years of experience in the RSU 1 system shall be eligible for up to twenty (20) days of accumulated sick leave at a rate of \$150 per day.

Administrators must provide written notice to the Superintendent of Schools for RSU 1 by December 1 of planned retirement the following July.

ARTICLE XII **SALARY AGREEMENT**

2015-2016

High School Principal	108,979
High School Assistant Principal	87,886
Athletic Director	75,113
Vocational Director	90,230
Middle School Principal	91,000
High/Middle School Assistant Principal	80,184
Dike/Newell Principal	90,000
Fisher/Mitchell Principal	89,436
Phippsburg Elementary	87,886
Woolwich Central School (K-8)	89,436
Special Education Director	90,000
Technology Director	75,113

Should a principal assume primary responsibility for an additional school, the superintendent will negotiate a stipend for this added responsibility.

It is mutually agreed that the Superintendent, acting in the best interest of RSU 1, is empowered to make any wage decision when employing a new administrator to the RSU 1 school system.

In addition to this adjustment, individual wage adjustments may be granted by the Superintendent of Schools. The Superintendent of Schools shall be the sole judge as to individual wage adjustments granted to administrators under this provision.

Salaries for 2016-2017 and 2017-2018 will be negotiated between the superintendent and the SAA each year.

ARTICLE XIII
Duration of Agreement

- A. This Agreement shall be effective as of August 1, 2015, and shall continue in effect until July 31, 2018.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

RSU 1 SCHOOL ADMINISTRATORS ASSOCIATION CONTRACT
August 1, 2015 – July 31, 2018

RSU 1 SCHOOL ADMINISTRATORS GROUP

RSU 1 BOARD OF DIRECTORS

By _____
Negotiating Committee

By _____
Its Chairman

By _____
Negotiating Committee

By _____
Its Secretary

Date _____

Date _____