

**A COMPREHENSIVE AGREEMENT
BETWEEN THE
AUGUSTA BOARD OF EDUCATION
AND THE
AUGUSTA ADMINISTRATORS ASSOCIATION**

AUGUSTA, MAINE

2017-2019

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PREAMBLE

This agreement has been entered into by and between the Augusta Administrators Association (hereinafter called the “Association”) and the Board of Education of the City of Augusta, Maine.

WITNESSETH

WHEREAS, the Board of Education and Association both recognize that providing a quality education for the children of the Augusta Public Schools is a mutual aim, and

WHEREAS, it is the vested right and responsibility of the Board of Education to formulate policies and programs and that the members of the administrative staff are particularly qualified as consultants with respect to policies and programs designed to improve educational standards, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, and

In consideration of the following mutual covenants, it is hereby agreed to as follows:

ARTICLE I
RECOGNITION

The Board of Education hereby recognizes the Association as the exclusive bargaining agent, as defined under State of Maine, Chapter 9-A, Title 26, as amended for the following certified professional Administrators: High School Principal, High School Assistant Principals, Elementary School Principals, Director of Vocational Education, Director of Adult Education, Director of Special Education, Assistant Special Education Director, Assistant Elementary Principal, and Athletic Director.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” means a dispute as to the meaning or application of the specific terms in this Agreement.
2. “Days” as used in this Article means working school days, except that after the last day of school until the first day of school, “days” means days on which the Superintendent’s Office is open for business.

B. Informal Procedure

Any Administrator asserting a grievance (the “grievant”) shall first discuss the grievance informally with his or her immediate supervisor in an effort to resolve the grievance.

C. Formal Procedure

1. Level One - Superintendent of Schools

If the grievant is not satisfied with the outcome of the informal discussion of the grievance with his or her immediate supervisor, the grievant may submit the grievance in writing to the Superintendent. A grievance will be deemed waived if it is not submitted in writing to the Superintendent at this Level One within ten (10) days.

2. Level Two Board of Education

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within the prescribed time, the grievant may, within (5) five days after the receipt of the Superintendent's decision, or if no decision has been rendered within the prescribed time, the grievant may, within (5) five days thereafter, submit the grievance in writing to the Board.

ARTICLE III
RIGHTS OF THE PARTIES

Section A: Board of Education

All rights, powers, authority and prerogatives of the Board of Education shall continue to remain exclusively vested in the Board and shall be exercised in a fair and equitable manner consistent with the State of Maine statutes.

Section B: Augusta Administrators Association

All rights, benefits, and privileges and provisions accruing to members of the Association are included in this contract and Appendices A and B.

Section C: Meet and Consult

In situations where concerns arise over the interpretation of the contract, either party may request a meeting to discuss the issue.

ARTICLE IV
SALARIES

Salaries for the duration of this contract are itemized in Appendix A of this contract.

ARTICLE V
REASSIGNMENT OR TRANSFER

- A. Notice of reassignment or transfer, not requested by an administrator, shall be given to the administrator as soon as practicable (normally, except in cases of extreme emergency, at least 30 days before the date of such reassignment or transfer) by the Superintendent.
- B. Within ten (10) days after receipt of such notification, an administrator dissatisfied with his or her new assignment or transfer may make a request in writing for a meeting with the Superintendent to discuss reasons for the new assignment or transfer.
- C. An administrator reassigned to a crisis situation shall be paid an incentive award. A crisis situation is any situation which requires reassignment during the course of the school year. The incentive award shall be determined by the Board of Education, and shall not be less than \$500 and not more than \$1,000. This award for said reassignment shall not be accumulated beyond the present school year.
- D. The decision of the Superintendent as to whether the administrator shall be reassigned or transferred shall be final except that the grievant shall have the right to grieve through Levels One and Two.

ARTICLE VI
ADMINISTRATOR EMPLOYMENT

A. Evaluation Process

The process for the evaluation of administrative performance shall be developed by the Superintendent in cooperation with the Association. Final approval will be by the Board of Education.

B. Dismissal

When the Board determines that serious and/or exigent circumstances exist, the Board may terminate the contract of an administrator during its term and dismiss the administrator from employment, provided that the administrator has received ten (10) days written notice from the Board of its intent to dismiss and the reasons therefore. Upon written request, the administrator shall be entitled to a hearing before the Board prior to dismissal to provide the administrator with an opportunity to discuss said reasons. The administrator shall have the right to be represented by an individual of his or her choice.

C. Position Elimination

If upon action by the Board of Education, an administrative position is eliminated, the Superintendent shall determine which administrator is to be terminated based upon performance evaluations.

DURATION OF AGREEMENT

This agreement shall become effective as of July 1, 2017 and shall continue in effect until June 30, 2019, subject to the Associations' right to negotiate a successor agreement.

IN WITNESS HEREOF, the parties set their hand and seal by their duly authorized representatives this

_____ day of _____, 2017

AUGUSTA BOARD OF EDUCATION

Kimberly Martin, Chairperson

AUGUSTA ADMINISTRATORS'
ASSOCIATION

Kimberly Silsby, Co-President

AUGUSTA ADMINSTRATORS'
ASSOCIATION

Jan Rollins, Co-President

APPENDIX A

Each administrator shall be paid the base salary, plus the amounts listed in Sections 2, 3 & 4, for which the administrator is eligible. The additions for the administrative positions index, earned education, and administrative experience shall each be calculated by multiplying the appropriate figure by the base salary.

		<u>2017-2018</u>		<u>2018-2019</u>
1. Base Salary:	\$	73,974	\$	75,084
2. Administrative Positions Index:	<u>Index</u>	<u>Index \$</u> <u>2017-2018</u>	<u>Index \$</u> <u>2018-2019</u>	
High School Principal	0.300	\$ 22,192	\$	22,525
High School Assistant Principal	0.050	\$ 3,699	\$	3,754
Director of Vocational Education	0.175	\$ 12,945	\$	13,140
Elementary School Principal	0.125	\$ 9,247	\$	9,385
Director of Adult Education	0.125	\$ 9,247	\$	9,385
Director of Special Education	0.125	\$ 9,247	\$	9,385
Athletic Director	0.040	\$ 2,959	\$	3,003
Assistant Special Ed Director	0.040	\$ 2,959	\$	3,003
Assistant Elementary Principal	0.040	\$ 2,959	\$	3,003
3. Earned Education:	<u>Index</u>	<u>Index \$</u> <u>2017-2018</u>	<u>Index \$</u> <u>2018-2019</u>	
M	0.00	\$ -	\$	-
M + 15	0.02	\$ 1,479	\$	1,502
M + 30	0.04	\$ 2,959	\$	3,003
M + 45	0.06	\$ 4,438	\$	4,505
M + 60	0.08	\$ 5,918	\$	6,007
PhD	0.10	\$ 7,397	\$	7,508
4. Administrative Experience (Total)	<u>Index</u>	<u>Index \$</u> <u>2017-2018</u>	<u>Index \$</u> <u>2018-2019</u>	
0 - 2	0.00	\$ -	\$	-
3 - 5	0.03	\$ 2,219	\$	2,253
6 - 8	0.06	\$ 4,438	\$	4,505
9 - 11	0.09	\$ 6,658	\$	6,758
12 +	0.12	\$ 8,877	\$	9,010

5. **Work Days and Work Year**

A. **Work Year:**

The work year for all administrators shall be 230 days, from July 1 to June 30, less paid holidays.

B. Administrators, with prior approval from the superintendent, may carry forward five (5) worked days into the next school year.

APPENDIX B

The rights, benefits and privileges of Association members are as follows:

1. Association business may be transacted on school property using school facilities and equipment provided it does not infringe upon normal operations of the schools and shall not occur during the regular work day without prior approval of the Superintendent.
2. All members of the Association shall be entitled to leaves with pay upon approval of the Superintendent of Schools in accordance with Article XVI of the Comprehensive Contract between the Augusta Board of Education and the Augusta Teachers Association as follows: Sabbatical Leave, Organized Reserve Forces Leave, Personal Leave, Jury Duty Leave, Leave for Death or Illness and Professional Leave.
3. Leaves of absence without pay may be granted to members of the Association upon approval by the Board of Education upon recommendation by the Superintendent of Schools.
4.
 - (a) Association members shall be entitled to fifteen (15) days sick leave per year, with the provision that upon retirement or death, after fifteen (15) years of continuous service in Augusta as an administrator, or thirty (30) years combined teaching and administrative service in Augusta, each member or his/her survivors shall be paid the equivalent of his/her accumulative sick leave over and above his/her regular compensation at the rate of 1/230th of his/her annual salary per sick day, not to exceed thirty (30) sick days, and not to exceed \$6,200.
 - (b) A sick leave bank, administered by a committee composed of the Superintendent or designee and two members from the administrators' unit shall be established for administrators who wish to participate. Decisions of the committee are final.
 - (c) Establishment and continuation of the bank – Each administrator unit member wishing to become a member of the sick leave bank shall contribute one (1) day of his/her sick leave to the bank by September 15th of the enrolling year. This contribution of days enrolls the unit member in the sick leave bank that year. The unit will give authorization for this on a form provided by the Superintendent's Office.
 - (d) Up to 200 days of unused days in the bank at the end of the school year will be carried over to the next school year.
 - (e) If at any time the number of sick leave days in the bank is deemed inadequate by the sick leave bank committee to fill the needs of participating members, the committee can assess each participating member an additional day to be credited to the bank.
 - (f) Requests to use days from the bank may be made for absences resulting from illness or accident lasting more than five (5) days and only after the sick leave and earned leave of the unit member making the request has been depleted. The request must include medical documentation of the need for sick bank days and an estimated date of return to work. Normal pregnancy does not qualify for sick leave bank unless medically necessary and medical documentation is provided.
 - (g) Participants in the sick bank will not have to replace days used except as a regular contributing member of the bank.
 - (h) Participants withdrawing from membership in the sick bank will not be able to withdraw the days they have contributed.

5. (a) Health Insurance. The Augusta School Board agrees to furnish all Association members with insurance protection as offered through the MEA Benefit Trust Health Plan; Standard, Choice Plus, Standard 500 or the Standard 1000 plan. The Board shall make the following contributions toward the cost of health insurance for full time employees:
 1. The Board will pay 100% for single coverage and 85% of the cost of two adult, adult with child, and family coverage at the Choice Plus, Standard 500 or the Standard 1000 rate. The employee is responsible for the difference in cost between the Choice Plus Plan and the Standard Plan if the employee chooses the Standard Plan.
 - (b) Upon retirement, the following individuals are eligible for the premium of a single subscription through the MEA Benefits Trust Health Plan: Standard, Choice Plus, Standard 500 or the Standard 1000 plan until the employee qualifies for Medicare (payment is made annually each September to the retired administrator) Sue Dionne, Paul Vachon, Lynne Adams, Donna Madore. Administrators will provide annually, to the district, proof of premium cost incurred by the retired employee. This benefit will sunset when these four (4) individuals have either: 1) accessed the Medicare benefit or 2) Because of death are unable to access the benefit.
 - (c) An administrator leaving the Augusta School System may continue a single or family subscription to the group health plan at his/her expense, until said administrator is eligible for Medicare, provided that the administrator pays the cost of all premiums, and provided that said contribution does not violate any provision of the current or any future group health insurance contract.
6. All administrators are eligible for a single subscription to a plan of dental insurance selected by the Board of Education.
 7. The Board of Education encourages professional growth by administrative staff through attendance at conventions, seminars and conferences. The Board will establish a district-wide account to fund professional growth activities. Attendance must be approved by the Superintendent.
 8. The Board agrees to provide an extended benefit package of \$5,500 each year of the contract; to be applied to an annuity, course reimbursement, or added to salary at the end of the contract year when taken as a lump sum payment. Extended benefit will be pro-rated at the time of separation from the district.
 9. Administrators will be compensated for use of their private vehicles when such use is for travel directly related to their responsibilities which take them outside the district. Reimbursement will be at the current rate set by the Board of Education. Administrators may be reimbursed for in-district travel when their administrative responsibilities are in more than one physical location.
 10. The Board shall reimburse any administrator for said administrator's personal insurance deductible or make replacement costs, whichever is less, for any loss, damage, or destruction of clothing or personal property of that administrator as a result of the performance of his/her duties in the school, or while discharging duties on the school property, or while discharging duties on a school-sponsored activity. The incident will be reported to the Superintendent or designee within one (1) working day upon discovery of loss, damage, or destruction. Such payment will be made within forty-five (45) days of the reporting of the incident.
 11. Administrators who have earned a Masters' Degree and in addition, provide evidence of receiving a score of 163 or higher on the Interstate School Leaders Licensure Consortium (ISLLC) test will, upon approval, be credited the equivalent of 27 credits hours on the earned education rubric.