

Maine School Administrative District No. 6

NEGOTIATIONS COMMITTEE MEETING

Thursday, May 10, 2018

4:30 PM

Central Office Library

AGENDA

1. Approval of the Negotiations Committee Meeting Minutes of April 25, 2018
2. Discussion of the 2018-2019 Salaries and Benefits for the Superintendent of Schools, the Assistant Superintendent, and the Business Manager
3. Other

Upcoming Meetings:

Tuesday, May 15	5:00 PM	To continue negotiations with the SVLPN Association
Tuesday, June 5	4:00 PM	To continue negotiations with the SVLPN Association
Tuesday, June 12	4:00 PM	To continue negotiations with the SVLPN Association

4. Adjournment

Bonny Eagle School District

NEGOTIATIONS COMMITTEE MEETING MINUTES

Wednesday, April 25, 2018

District Central Office

Library

The Negotiations Committee held a meeting on **Wednesday, April 25, 2018**, in the Library at the District Central Office located in Buxton, Maine. Present were Committee members Rebecca Bowley, Robert Deakin, and Cynthia Meserve. Also present were Paul Penna, Superintendent of Schools; Jennifer Barschdorf, Human Resources Manager; Doris Hicks, SVTA President; Rebecca Manchester, SVTA Representative; Stephanie Melaugh, SVTA Representative; and Hedy Smith, Executive Secretary.

Ms. Meserve opened the meeting at **5:04** p.m.

1. Approval of the Negotiations Committee Meeting Minutes of March 7, 2018

Moved by Mr. Deakin; seconded by Ms. Bowley:

To approve the March 7, 2018, Negotiations Committee meeting minutes as presented.

VOTED: “Yes,” Unanimously

2. Set a Meeting Date to Discuss the 2018-2019 Salaries and Benefits for the Superintendent of Schools, the Assistant Superintendent, and the Business Manager

A meeting to discuss the 2018-2019 contract year salaries and benefits for the Superintendent of Schools, the Assistant Superintendent, and the Business Manager was set for **Thursday, May 10, 2018, at 4:30 p.m.** in the Central Office Library.

3. Meet and Consult with the Saco Valley Teachers Association (SVTA) regarding the Last Day of Work of the 2017-2018 School Year for those Employees Recognized in the Collective Bargaining Agreement between the MSAD 6 Board of Directors and the SVTA

Ms. Hicks explained that due to the cancelation of school because of inclement weather and other circumstances during the school year, teachers would be required to work seven (7) days beyond the last day of school for students to meet their contractual obligation of working 183 days. The Commissioner of Education has agreed to waive four (4) student days, and should the MSAD 6 Board of Directors approve a revision of the school calendar, the last student day is scheduled for June 18. The Association had conducted a survey of their membership seeking input on a plan to allow teachers to make up the seven (7) days by June 22. Ms. Hicks presented the Association’s plan as follows:

- Employees would work after school to complete the time needed to equate for the inservice days of June 25, 26, and 27. Alternatively, if an employee chooses not to put in the extra time prior to June 22, the employee will be expected to report for work on June 25, 26, and 27.

- Employees may request personal days through their administrator.
- An employee may not use a benefit day to account for the extra time in the work day to cover for the June 25, 26, and/or 27 days. Therefore, if an employee is out sick or has used a personal day, the extra hours would not be counted in the benefit day.
- The time must be made up by June 22.

Mr. Penna explained that he and several administrators had met informally with Association members to talk about their plan. At that time, he said that the group had come to some mutual agreements. He stressed that there was a need for clarity around the plan and suggested that a Memorandum of Understanding (MOU) be drafted and approved in order to address how the plan would be executed, administered, and responded to in the event that an employee chose not to adhere to the plan.

Discussion/Feedback:

- *Since there is no sense of a plan at this evening's meeting, is this going to create a lot of work for administrators?*
Principals will have to oversee the individual employee plans. It is "doable."
- *Will there be activities that require multiple people to be involved?*
Yes. There is more group work in the schools than individual work.
- *If a group needs to gather, will they be able to?*
Yes.

Ms. Hicks noted that the time needs to be planned well and done well in order to be successful. She said that most of the time will be required to be professional development. There may be other pieces that come into play that may not necessarily be professional development such as teachers who are being displaced at the high school due to building renovation. Some time may be approved for that. Administrators will be responsible for approving plans.

- *How does this affect the Facilities Department in beginning their summer work?*
Students will be out of school on June 18. At the high school, the Facilities Department normally begins their work when the seniors have left.
- *Is the Superintendent comfortable with this plan?*
Mr. Penna remarked that he was comfortable in working in good faith with the Association.
- *When will employees begin to make up the time?*
This plan will take affect once the Board has approved the MOU and the MOU has been signed by both parties. The only exception to this may be that some hours for some high school employees involved in the NEASC visit taking place on Sunday, May 6, may be approved.

Negotiations Committee members **reached consensus** on the plan and agreed to present the MOU to the full Board at its regular meeting on Monday, May 7. Mr. Penna will work with

DrummondWoodsum to develop the MOU and will meet with Ms. Hicks to come to agreement prior to the Board meeting on the 7th.

The Association representatives left the meeting at **5:24** p.m. Committee members took a break while waiting for the parties to arrive for agenda item #4.

4. Executive Session Pursuant to 1 MRSA 405 (6)(d) to begin Negotiations of a Collective Bargaining Agreement with the Saco Valley Licensed Practical Nurses Association (SVLPN)

Mr. Felmly, Board Legal Counsel, joined the meeting at **5:54** p.m.

Moved by Ms. Bowley; seconded by Mr. Deakin:

To move into executive session at **5:56** p.m. with the Superintendent of Schools, Board Legal Counsel, the Human Resources Manager, and the Executive Secretary pursuant to 1 MRSA 405 (6)(d) to prepare for upcoming negotiations with the SVLPN Association.

VOTED: “Yes,” Unanimously

The Committee moved out of executive session at **6:01** p.m.

Mr. Gregory Hannaford, MEA Uniserv Director, and the members of the SVLPN Association’s negotiating team joined the meeting at **6:04** p.m.

Moved by Mr. Deakin; seconded by Ms. Bowley:

To move into executive session at **6:05** p.m. with the SVLPN Association’s negotiating team, MEA Uniserv Director, Board Legal Counsel, the Superintendent of Schools, the Human Resources Manager, and the Executive Secretary pursuant to 1 MRSA 405 (6)(d) to begin negotiations of a collective bargaining agreement with the SVLPN Association.

VOTED: “Yes,” Unanimously

The SVLPN Association’s negotiating team and the MEA Uniserv Director left the meeting at **6:19** p.m.

The Committee moved out of executive session at **7:22** p.m.

5. Other

No other items were introduced at this time.

6. Adjournment

Moved by Ms. Bowley; seconded by Mr. Deakin:

To adjourn the meeting at **7:23** p.m.

VOTED: “Yes,” Unanimously

Maine School Administrative District No. 6

EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

AGREEMENT dated this **20th** day of **March 2017**, by and between the Board of Directors of Maine School Administrative District No. 6 (hereinafter referred to as the "Board") and Paul A. Penna (herein referred to as the "Superintendent").

For valuable consideration, the receipt of which both parties acknowledge, the parties agree as follows:

1. **TERM:** The Superintendent is employed starting **July 1, 2017**, and will remain employed until **June 30, 2020**.
2. **SALARY:** The Superintendent's annual salary for the 2017-2018 school year shall be **\$128,000** payable in biweekly installments less deductions required by state or federal law, proper deductions for loss of time, and other applicable deductions. Annual salary rates for subsequent years shall be set by the Board for each succeeding year.
3. **DUTIES:** The Superintendent shall perform the duties of that position as set forth in the job description for the position of Superintendent of Schools under the direction of the Board and in conformance with the laws of the State of Maine and the policies of the Board and any amendments thereof. The Superintendent agrees to devote full-time to his duties as Superintendent of Schools and shall not engage in outside professional activities without the Board's approval.
4. **CERTIFICATION:** During the term of this contract, the Superintendent shall hold a valid and an appropriate certificate to act as Superintendent of Schools in the State of Maine.
5. **BENEFITS:**
 - (a) The Superintendent shall be entitled to the same benefits as received by other administrators within the school district as detailed in Articles 6, 9, 14, and 17 of the agreement between the Board and the Administrative Association. The Superintendent will be reimbursed up to **\$6,000** in the 2017-2018 school year for professional development leading to national superintendent certification.
 - (b) The Board agrees to pay an amount not to exceed **15%** of the Superintendent's gross salary, for enrollment in the Exclusive Benefit Governmental 401(A) Non-trusted Retirement Plan.
 - (c) The Board shall reimburse the Superintendent for out-of-district travel at **\$.32** per mile and shall pay three thousand and three hundred dollars (**\$3,300.00**) per year for travel within the District.
 - (d) The Board shall pay the full premium for life insurance coverage of the Superintendent in the Maine School Management Association Group Life Insurance Program with coverage at two times annual salary.
6. **VACATION:** The Superintendent shall receive twenty-five (**25**) working days of vacation annually exclusive of legal holidays. Vacation days will be accrued and must be taken during the year in which they are earned and may not be accumulated from year to year.
7. **SEVERANCE:** Upon retirement, resignation, or death of the Superintendent from the District, the Superintendent shall receive one hundred dollars (**\$100.00**) per day for his unused accumulated sick leave.

8. **DISABILITY:**

- (a) Should the Superintendent be disabled from performing his duties hereunder, the Superintendent's salary shall cease after all accumulated sick leave and all vacation days have been exhausted and shall recommence only when he resumes performance of his duties.
- (b) The Board may terminate this contract by written notice to the Superintendent at any time after he has exhausted any accumulated sick leave and such other leaves as may be available or required under applicable law. All obligations of the Board to the Superintendent shall cease upon such termination. All obligations of the Board to the Superintendent shall cease upon the death of the Superintendent except for compensation to date of death, accrued vacation days, and severance benefit.

9. **DISCHARGE:** The Superintendent shall be subject to discharge in accordance with the laws of the State of Maine, and, in the event of such discharge, this contract shall terminate and all obligations of the Board to the Superintendent shall cease.

10. **OTHER TERMINATIONS OF EMPLOYMENT:**

- (a) This contract may be terminated by mutual agreement of the parties at any time or by the Superintendent upon a minimum of ninety (90) days written notice to the Board.
- (b) The Superintendent shall be the chief administrative officer of the District and shall have all of the powers and duties under 20-A MRSA § 1055 to carry out that role. Although the governing board retains ultimate power and authority over decisions affecting the District, the governing board shall not unreasonably interfere with the day-to-day decision-making processes of the Superintendent. The governing board and/or subcommittees retain the right to question, approve, or disapprove at their discretion as they deem appropriate the decisions the Superintendent makes, but shall not insert itself into the day-to-day deliberative processes in which the Superintendent engages.

11. **SAVINGS CLAUSE:** Shall any part of this agreement be found to be unlawful, that part shall be void, but all other parts shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year above written.

This contract supersedes any and all previous contracts.

BOARD OF DIRECTORS
Maine School Administrative District No. 6



Lester R. L. Harmon
Chairperson



Paul A. Penna
Superintendent of Schools

Maine School Administrative District No. 6

EMPLOYMENT CONTRACT ASSISTANT SUPERINTENDENT OF SCHOOLS

AGREEMENT dated this 19th day of June 2017, by and between the Board of Directors of Maine School Administrative District No. 6 (hereinafter referred to as the "Board") and Michael E. Roy (herein referred to as the "Assistant Superintendent").

For valuable consideration, the receipt of which both parties acknowledge, the parties agree as follows:

1. **TERM:** Under the terms of this contract, Michael E. Roy shall be employed as Assistant Superintendent of Schools of Maine School Administrative District No. 6 from July 1, 2017, through June 30, 2018.
2. **SALARY:** The Assistant Superintendent's annual salary for the 2017-2018 school year shall be \$122,000 payable in biweekly installments less deductions required by state or federal law, proper deductions for loss of time, and other applicable deductions. Annual salary rates for subsequent years shall be set by the Board for each succeeding year.
3. **DUTIES:** The Assistant Superintendent shall perform the duties of that position as set forth in the job description for the position of Assistant Superintendent of Schools under the direction of the Superintendent of Schools and in conformance with the laws of the State of Maine, and the policies of the Board and any amendments thereof. The Assistant Superintendent of Schools agrees to devote full-time to his duties as Assistant Superintendent of Schools and shall not engage in outside professional activities without the Board's approval.
4. **CERTIFICATION:** The Assistant Superintendent of Schools shall be required to hold a valid certificate as a Superintendent of Schools during the term of this contract.
5. **BENEFITS:**
 - (a) The Assistant Superintendent shall be entitled to the same benefits as received by other administrators within the school district as detailed in Articles 6, 9, 14A, 14C, and 17 of the agreement between the Board and the Administrative Association. The Assistant Superintendent will be reimbursed up to \$6,000 in the 2017-2018 school year for professional development.
 - (b) MSAD 6 agrees to pay an amount not to exceed 12% of the Assistant Superintendent's gross salary, for enrollment in the Exclusive Benefit Governmental 401(A) Non-trusted Retirement Plan.
 - (c) MSAD 6 shall reimburse the Assistant Superintendent for out-of-district travel at \$.32 per mile and shall pay three thousand and three hundred dollars (\$3,300.00) per year for travel within the District.
 - (d) MSAD 6 shall pay the full premium for life insurance coverage of the Assistant Superintendent in the Maine School Management Association Group Life Insurance Program with coverage at two times annual salary.
 - (e) MSAD 6 will contribute 80% of the cost toward a health (Choice Plus Plan) and dental insurance program for the Assistant Superintendent.
6. **VACATION:** The Assistant Superintendent shall receive twenty-five (25) working days of vacation annually exclusive of legal holidays. Vacation days will be accrued and must be taken during the year in which they are earned and may not be accumulated from year to year.

7. **SEVERANCE:** Upon retirement, resignation, or death of the Assistant Superintendent from the District, the Assistant Superintendent shall receive one hundred dollars (\$100.00) per day for his unused accumulated sick leave.
8. **DISABILITY:**
- (a) Should the Assistant Superintendent be disabled from performing his duties hereunder, the Assistant Superintendent's salary shall cease after all accumulated sick leave and all vacation days have been exhausted and shall recommence only when he resumes performance of his duties.
 - (b) MSAD 6 may terminate this contract by written notice to the Assistant Superintendent at any time after he has exhausted any accumulated sick leave and such other leaves as may be available or required under applicable law. All obligations of MSAD 6 to the Assistant Superintendent shall cease upon such termination. All obligations shall cease upon the death of the Assistant Superintendent except for compensation to date of death, accrued vacation days, and severance benefit.
9. **DISCHARGE:** The Assistant Superintendent shall be subject to discharge in accordance with the laws of the State of Maine, and, in the event of such discharge, this contract shall terminate and all obligations of the Board to the Assistant Superintendent shall cease.
10. **OTHER TERMINATIONS OF EMPLOYMENT:**
- (a) This contract may be terminated by mutual agreement of the parties at any time or by the Assistant Superintendent upon a minimum of ninety (90) days written notice to the Board.
 - (b) The Assistant Superintendent shall be entitled to the same rights as received by other administrators within the school district as detailed in Article 5 of the agreement between the Board and the Administrative Association.
 - (c) The Assistant Superintendent shall be the assistant to the chief administrative officer of the District and shall have all of the powers and rights necessary to carry out that role. Although the Assistant Superintendent reports directly to the Superintendent of Schools, the Assistant Superintendent acknowledges that the Board of Directors retains ultimate power and authority over decisions affecting the District. The Board of Directors retains the right to question, approve, or disapprove in its discretion as it deems appropriate the decisions that the Assistant Superintendent makes but shall not insert itself into the day-to-day deliberative processes in which the Assistant Superintendent engages.
11. **SAVINGS CLAUSE:** Shall any part of this agreement be found to be unlawful, that part shall be void, but all other parts shall remain in effect.

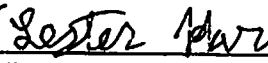
IN WITNESS WHEREOF, the parties have executed this agreement the day and year above written.

This contract supersedes any and all previous contracts.

BOARD OF DIRECTORS

Maine School Administrative District No. 6


Michael E. Roy
Assistant Superintendent of Schools


Lester R. L. Harmon
Chairperson

PROFESSIONAL COPY
PLEASE RETURN TO
SUPTS OFFICE

Maine School Administrative District No. 6

EMPLOYMENT CONTRACT BUSINESS MANAGER FOR FINANCE AND OPERATIONS

AGREEMENT dated this 19th day of **June 2017**, by and between the Board of Directors of Maine School Administrative District No. 6 (hereinafter referred to as the "Board") and **William F. Brockman** (herein referred to as the "Business Manager").

For valuable consideration, the receipt of which both parties acknowledge, the parties agree as follows:

1. **TERM:** Under the terms of this contract, William F. Brockman shall be employed as Business Manager for Finance and Operations of Maine School Administrative District No. 6 for the five-year period from **July 1, 2017**, through **June 30, 2021**.
2. **SALARY:** The Business Manager's annual salary for the **2017-2018** school year shall be **\$104,000** payable in biweekly installments less deductions required by state or federal law, proper deductions for loss of time, and other applicable deductions. The Board shall set annual salary rates for subsequent years for each succeeding year.
3. **DUTIES:** The Business Manager shall perform the duties of that position as set forth in the job description for the position of Business Manager for Finance and Operations under the direction of the Superintendent of Schools and in conformance with the laws of the State of Maine, and the policies of the Board and any amendments thereof.
4. **CERTIFICATION:** The Business Manager shall be required to hold a valid CRHC certification as required through Maine's Department of Education and other applicable certifications required by Maine's Department of Education for School Business Managers during the term of this contract.
5. **BENEFITS:**
 - (a) The Business Manager shall be entitled to the same benefits as received by other administrators within the school district as detailed in Articles 6, 7, 9, 14A, 14C, and 17 of the agreement between the Board and the Administrative Association.
 - (b) MSAD 6 agrees to pay an amount not to exceed **13.5%** of the Business Manager's gross salary, for enrollment in the Exclusive Benefit Governmental 401(A) Non-trusted Retirement Plan.
 - (c) MSAD 6 shall reimburse the Business Manager for out-of-district travel at **\$.32** per mile and shall pay two thousand and two hundred dollars (**\$2,200.00**) per year for travel within the District.
 - (d) MSAD 6 shall pay the full premium for life insurance coverage of the Business Manager in the Maine School Management Association Group Life Insurance Program with coverage at two times annual salary.
 - (e) MSAD 6 shall pay the full premium of long-term disability insurance of the Business Manager in the Maine School Management Association Long-Term Disability Program.

- (f) MSAD 6 will contribute **80%** of the cost toward a health (Choice Plus Plan) and dental insurance program for the Business Manager's two-person plans.
 - (g) MSAD 6 shall pay for membership to the Association of School Business Managers, Maine Association of Business Managers, and the Association of Physical Plant Administrators.
6. **VACATION:** The Business Manager shall receive **twenty-five (25)** working days of vacation annually exclusive of legal holidays. Vacation days will be accrued and must be taken during the year in which they are earned and may not be accumulated from year to year.
7. **SEVERANCE:** Upon retirement, resignation, or death of the Business Manager from the District, the Business Manager shall receive one hundred dollars (**\$125.00**) per day for his unused accumulated sick leave.
8. **DISABILITY:**
- (a) Should the Business Manager be disabled from performing his duties hereunder, the Business Manager's salary shall cease after all accumulated sick leave and all vacation days have been exhausted and shall recommence only when he resumes performance of his duties.
 - (b) MSAD 6 may terminate this contract by written notice to the Business Manager at any time after he has exhausted any accumulated sick leave and such other leaves as may be available. All obligations of MSAD 6 shall cease upon such termination. All obligations shall cease upon the death of the Business Manager except for compensation to date of death, accrued vacation days, and severance benefit.
9. **DISCHARGE:** The Business Manager shall be subject to discharge in accordance with the laws of the State of Maine, and, in the event of such discharge, this contract shall terminate and all obligations of the Board to the Business Manager shall cease.
10. **OTHER TERMINATIONS OF EMPLOYMENT:**
- (a) This contract may be terminated by mutual agreement of the parties at any time or by the Business Manager upon a minimum of **ninety (90)** days written notice to the Board.
 - (b) The Business Manager shall be entitled to the same rights as received by other administrators within the school district as detailed in Articles 5 of the agreement between the Board and the Administrative Association.
 - (c) The Business Manager shall be the chief financial officer of the District and shall have all of the powers and rights necessary to carry out that role. Although the Business Manager reports directly to the Superintendent of Schools, the Business Manager acknowledges that the Board of Directors retains ultimate power and authority over decisions affecting the District. The Board of Directors retains the right to question, approve, or disapprove in its discretion as it deems appropriate the decisions that the Business Manager makes but shall not insert itself into the day-to-day deliberative processes in which the Business Manager engages.

11. **SAVINGS CLAUSE:** Shall any part of this agreement be found to be unlawful, that part shall be void, but all other parts shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year above written.

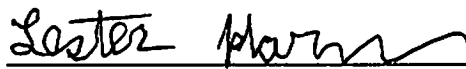
This contract supersedes any and all previous contracts.

BOARD OF DIRECTORS
Maine School Administrative District No. 6



William F. Brockman
Business Manager for Finance & Operations

PROFESSIONAL COPY
PLEASE RETURN TO
SUPTS OFFICE



Lester R. L. Harmon
Chairperson