

Bonny Eagle School District

NEGOTIATIONS COMMITTEE MEETING MINUTES

Monday, September 10, 2018

District Central Office

Conference Room

The Negotiations Committee held a meeting on **Monday, September 10, 2018**, in the Conference Room at the District Central Office located in Buxton, Maine. Present were Committee members Nathan Carlow, Robert Deakin, Trevor Hustus, James Moses, and Jeffrey Williams. Also present were Peter Felmly, Board Legal Counsel; Paul Penna, Superintendent of Schools; Julie Bruni, Board Chairperson; Jennifer Barschdorf, Human Resources Manager; and Hedy Smith, Executive Secretary.

Mr. Moses called the meeting to order at **4:58** p.m.

1. Executive Session Pursuant to 1 MRSA § 405 (6)(d) to Prepare for Upcoming Negotiations with the Saco Valley Licensed Practical Nurses Association (SVLPN)

Moved by Mr. Deakin; seconded by Mr. Hustus:

To move into executive session at **4:58** p.m. with Legal Counsel, the Board Chairperson, the Superintendent of Schools, 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 **5:06** p.m.

2. Executive Session Pursuant to 1 MRSA § 405 (6)(d) to Continue in Negotiations with the SVLPN Association

Moved by Mr. Hustus; seconded by Mr. Deakin:

To move into executive session at **5:07** p.m. with the Board’s Legal Counsel, the SVLPN Association’s Negotiating Team, the MEA Uniserv Director, Bonny Eagle Middle School’s Nurse (RN), the Board Chairperson, the Superintendent of Schools, the Human Resources Manager, and the Executive Secretary pursuant to 1 MRSA § 405 (6)(d) to continue in negotiations with the SVLPN Association.

VOTED: “Yes,” Unanimously

The SVLPN Association’s Negotiating Team, the MEA Uniserv Director, and the BEMS Nurse (RN) left the meeting at **5:53** p.m.

The Committee moved out of executive session at **5:58** p.m. Mr. Felmly left the meeting.

3. Approval of the August 14, 2018, Negotiations Committee Meeting Minutes

Mr. Brockman joined the meeting at **5:59** p.m.

Moved by Mr. Hustus; seconded by Mr. Williams:

To approve the August 14, 2018, Negotiations Committee meeting minutes as presented.

VOTED: “Yes,” Unanimously

4. Discussion Regarding Substitute Teacher Pay

Mr. Brockman stated that the Maine Public Employees Retirement System has new guidelines for retired employees returning to the classroom as a substitute teacher. Under §17859, “an employee who has reached normal retirement age and who retires after September 1, 2011, may be restored to services as a classroom-based employee in a school in the unorganized territory or with a school administrative unit as defined in Title 20-A, section 1, subsection 26 . . .” “The compensation of the retired state employee or retired teacher who returns to service must be set at 75% of the compensation established for the position to be filled . . .” (See the attached information.)

In the case of MSAD 6 retired teachers wishing to return as substitute teachers, Mr. Brockman and Ms. Barschdorf are requesting the Committee to consider the following proposal (this proposal affects day-to-day teacher substitutes not long-term teacher assignments):

- Remove the requirement of certification for MSAD 6 retired teachers. Mr. Brockman would like to honor their commitment to the District and their knowledge by not asking MSAD 6 retired teachers to continue to pay for certification renewal. These teachers would still be required to maintain a valid Maine Department of Education CHRC.
- Propose the rate of pay be increased from \$80.00 per day for retired MSAD 6 teachers to \$106.67 per day (subject to the reduction of pay once the teacher has worked for five (5) years beyond retirement). This rate would only be used when a teacher is required to take the reduction of pay (25%).

Questions/Feedback:

- *What is the frequency that someone would work more than 5 or 10 years?*
It is very frequent. Our retired teachers would like to continue to teach, but they do not want to lose money. Our pool of substitute teachers is small enough now; we do not want to limit or shrink the pool.
- *If the language changes at the state level, would you have to request a change from the Board again?*
We are proposing a change in the language for only those who would be affected.

Moved by Mr. Deakin; seconded by Mr. Williams:

To approve the proposal for substitute teachers as presented by the Business Manager.

VOTED: “Yes,” Unanimously

5. Consideration of an Exemption to the Contract Term of a Non-Bargaining Unit Employee

Mr. Brockman shared a draft employment contract for the Facilities Manager. Committee members took a moment to review the contract. Mr. Brockman explained that he would like to propose, for the Committee's consideration, that the term of employment for the Facilities Manager be increased to two and a half more years. He explained that the District had major projects planned that needed the Facilities Manager's expertise as a general contractor. There is no additional cost to this request.

Mr. Brockman went on to say that vendors provide a superintendent on site; however, the District needs to have an advocate to ensure that it is given the best price and work from its vendors.

The contract presented would be the Facilities Manager's last contract. It would expire on June 30, 2021, and could only be extended by mutual agreement between the Facilities Manager and the MSAD 6 Board of Directors.

Questions/Feedback:

- *Do we need more training for the Assistant Facilities Manager?*
The Assistant Facilities Manager is currently obtaining more training. He has gained two certificates in facilities management and is currently working on a national certification. He continues to need the mentorship that the Facilities Manager can provide for him.
- *If we are trying to get him to stay, there must be a cost.*
The cost would be two more salary adjustments based on the non-bargaining personnel unit salary scale.
- *When we speak about the Assistant Facilities Manager, are we automatically assuming that he would be the replacement for the Facilities Manager position?*
It may be the Business Manager's recommendation, but it would be up to the Board, in the end. We want to make sure that we have the best candidate for the position. That may, in fact, be the Assistant Facilities Manager.

Moved by Mr. Deakin; seconded by Mr. Williams:

To approve the Facilities Manager's employment contract as written.

VOTED: "Yes," Unanimously

6. Other

- The Committee has not yet received an intent to negotiate notification from the MSAD 6 Administrative Association.
- The next meeting of the Negotiations Committee will be **September 19, 2018**, at **5:00** p.m. in the Central Office Conference Room,
- A Board Workshop on Collective Bargaining has been scheduled for **September 20, 2018**, at **5:00** p.m. in the Central Office Conference Room.

7. **Adjournment**

Moved by Mr. Hustus; seconded by Mr. Williams:

To adjourn the meeting at **6:20** p.m.

VOTED: “Yes,” Unanimously

MSAD 6 Retired MEPERS employees returning to work as a Substitute Teacher

We would propose the following change to the Substitute pay scale

-We would like to remove the term certified from the MSAD 6 Retired Teacher line, they have worked as a teacher in our district and have retired from here, we would like to honor their commitment and knowledge by not asking them to keep paying for the teacher certification. They will still need to maintain a CHRC and will need to keep that current. Please note that this change is only for day to day subbing, not Long Term Subbing.

-We would like to add an additional rate to the Substitute Teacher pay scale. We would propose the amount be \$106.67 for Retired MSAD 6 Teachers subject to the reduction of pay once they have worked for 5 years beyond retirement. This rate would only be paid when they need to take a 25% reduction of pay, the amount paid would remain consistent at the \$80.00 (80.01)/day rate once the rate has been reduced.

§17859. Retiring and returning to work

1. Restoration to service. Any state employee or teacher who has reached normal retirement age and who retires after September 1, 2011 may be restored to service for up to 5 years. The decision to hire a retired state employee or retired teacher under this section is at the discretion of the appointing authority. The retired state employee or retired teacher must have had a bona fide termination of employment in accordance with state and federal laws and rules, may not return to employment after retirement with the same employer for at least 30 calendar

days after the termination of employment and may not return to employment before the effective date of the person's retirement.

[2011, c. 420, Pt. L, §1 (AMD) .]

1-A. Restoration to work of classroom-based employees. Effective August 1, 2014, a classroom-based employee who has reached normal retirement age and who retires after September 1, 2011 may be restored to service as a classroom-based employee in a school in the unorganized territory or with a school administrative unit as defined in Title 20-A, section 1, subsection 26:

A. In one-year contracts, which may be nonconsecutive. The maximum time that a classroom-based employee may be restored to service with an individual school administrative unit pursuant to this paragraph is 5 years; [2013, c. 486, Pt. A, §1 (NEW).]

B. Subject to the 5-year restriction specified in subsection 1 and the 75% compensation limitation for retired state employees and retired teachers specified in subsection 2, paragraph A; or [2013, c. 486, Pt. A, §1 (NEW).]

C. In any combination of paragraphs A and B, as long as the total time the classroom-based employee is restored to service does not exceed 10 years with an individual school administrative unit. [2013, c. 486, Pt. A, §1 (NEW).]

The retired classroom-based employee must have had a bona fide termination of employment in accordance with state and federal laws and rules, may not return to employment after retirement with the same employer for at least 30 calendar days after the termination of employment and may not return to employment before the effective date of the person's retirement.

For purposes of this section, "classroom-based employee" means a teacher whose principal function is to introduce new learning to students in the classroom or to provide support in the classroom during the introduction of new learning to students.

[2015, c. 321, §1 (AMD) .]

2. Compensation and benefits. The compensation and benefits of the retired state employee or retired teacher who returns to service after retirement as set out in subsection 1 is governed by this subsection.

A. The compensation of the retired state employee or retired teacher who returns to service must be set at 75% of the compensation established for the position to be filled, at a step determined by the appointing authority. The compensation of the retired classroom-based employee who returns to service as a classroom-based employee pursuant to subsection 1-A, paragraph A must be set at 100% of the compensation established for the position to be filled, at a step determined by the school administrative unit, for up to the maximum 5-year period that a classroom-based employee may contract with an individual school administrative unit. [2013, c. 486, Pt. A, §2 (AMD).]

B. The retired state employee or retired teacher who returns to service under this section is not a member and therefore may not accrue additional creditable service or change the retired state employee's or retired teacher's earnable compensation for benefit calculation purposes. [2011, c. 380, Pt. MMM, §1 (NEW).]

C. During the period of reemployment, the retired state employee or retired teacher is not entitled to health insurance, dental insurance or life insurance benefits. The retired state employee or retired teacher is entitled to all other benefits for the reemployment position under collective bargaining agreements or civil service laws and rules. Health insurance benefits must be provided under the provisions of section 285, subsection 1-A for retired state employees or Title 20-A, section 13451 for retired teachers and life insurance benefits must be provided under the provisions of section 18055. [2011, c. 380, Pt. MMM, §1 (NEW) .]

[2013, c. 486, Pt. A, §2 (AMD) .]

3. Contributions to the Maine Public Employees Retirement System and state group health plan.

The portion of the employer contribution that goes to pay the retirement system for the unfunded liability and the state group health plan for retiree health care must be continued and based on the retired state employee's or retired teacher's compensation as provided under subsection 2 during the reemployment period.

[2011, c. 380, Pt. MMM, §1 (NEW) .]

4. Notification requirements. Employers under this section are required to identify and report to the retirement system, in the manner specified by the retirement system, each individual who is a retiree who becomes an employee of the employer under the option provided in this section. Departments shall also report each retiree who becomes an employee to the Bureau of the Budget in a manner specified by the bureau. The employer shall report each such employee whenever and so long as the employee is the employer's employee.

[2011, c. 380, Pt. MMM, §1 (NEW) .]

5. Exclusion. A retired state employee or retired teacher who is hired as a substitute teacher is not subject to the restoration to service 5-year limitation in subsection 1 or the compensation limitation in subsection 2, paragraph A.

[2011, c. 380, Pt. MMM, §1 (NEW) .]

SECTION HISTORY

2011, c. 380, Pt. MMM, §1 (NEW). 2011, c. 420, Pt. L, §1 (AMD). 2013, c. 486, Pt. A, §§1, 2 (AMD). 2015, c. 321, §1 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

**Office of the Revisor of Statutes • 7 State House Station • State House Room 108 • Augusta,
Maine 04333-0007**

----- **Rules of the Road** -----

Standard	Early Retirees	Normal Retirement Age		
		State Employees (all branches) and Teacher Members		PLD Employees, Legislators and Judges
		Not Classroom-Based Employees	Classroom Based Employees ¹	All Employees
Required to Terminate Employment	Yes	Yes	Yes	Yes
May discuss return to work prior to retiring	No	Yes	Yes	Yes
Can go back to work	Later of 30 days after termination or Retirement Date	Later of 30 days after termination or Retirement Date	Later of 30 days after termination or Retirement Date	Retirement Date
Limit on time worked (school or calendar)	Yes 90 Days/Year	5 years*	10 years total ²	No
Limit on earnings	No	75% of compensation for the position*	5 Years – No 5 Years – 75% of compensation for the position ²	No
Restriction on type of Position	No	No	No	No
Contribute to MainePERS	No	No	No	No
Earn Service Credit	No	No	No	No
Repayment of any disallowed retirement benefits	Repaid through a deduction in the monthly benefit over the retiree's expected lifetime	N/A	N/A	N/A

¹ Whether a position is considered "classroom-based" is determined by the employer.

² 5 years under one-year contracts with compensation set at 100% and 5 years with compensation set at 75%.

* Not applicable to those returning as a substitute teacher.

----- **What Does Same Employer* Mean?** -----

Pre-Retirement Employer	Post-Retirement Employer	"Same Employer"?
State Employees (all branches) and Teacher Members	State/Teacher	Yes
	Consolidated PLD	No
	Non-Consolidated PLD	No
Consolidated PLD	Consolidated PLD	Yes
	Non-Consolidated PLD	No
	State/Teacher	No
Non-Consolidated PLD	SAME - Non Consolidated PLD	Yes
	ANOTHER - Non-Consolidated PLD	No
	Consolidated PLD	No
	State/Teacher	No

* Disability Retirees: The above information applies to service retirees only. There are limitations on the amount you may earn without reducing or eliminating your disability benefit. For information on your earnings limitation, please contact the MainePERS Disability Unit.

TIME SHEET INSTRUCTIONS

1. Please complete this form only if you are on the District's Substitute Teacher List
2. Print your name and employee number at the top.
3. Fill in the pay period ending date and your pay code (see below).
4. Complete all information required for each day worked. It is your responsibility to maintain your time sheet.
5. Check off if you worked a half day or whole day.
6. Have a supervisor sign the time sheet on a daily basis.
7. Fill out one time sheet for the 2 week period regardless of whether you worked every day or not. At the end of week 2, you must turn in your time sheet to be paid. You can:
 - a. Give it to the school secretaries for them to send to the Superintendent's Office, or on the District Web Site under Payroll Forms
 - b. Mail it to the Superintendent's Office,
 - c. Drop it off at the Superintendent's Office during business hours.
8. Sign and date your time sheet.
9. Time sheets are due at the Superintendent's Office **NO LATER THAN 12:00 NOON** on the Tuesday of the week before the payroll week.
10. New time sheets can be picked up from the secretary at the school's main office.
11. Questions should be directed to the Business Office.

PAY CODES	
A	\$60.00 HIGH SCHOOL DIPLOMA
B	\$65.00 ASSOCIATES DEGREE/2 YRS COLLEGE
C	\$70.00 BACHELOR'S DEGREE/4 YRS COLLEGE
D	\$75.00 CERTIFIED TEACHER
E	\$100.00 NURSE SUBSTITUTE
F	LONG TERM SUB BASE TEACHER PER DIEM AFTER 20 DAYS
G	ADULT ED DISCTRICT TRAINED SUB ADDITIONAL \$5/DAY
H	\$80.00 MSAD6 RETIRED GERTIFIED TEACHER
I	<i>\$106.67 MSAD 6 Retired teacher subject to 75% of pay</i>

SUPERVISOR DISCLAIMER:
 I hereby certify that I am familiar with the work performed by the above named employee, that he/she has worked the above listed hours, that all work performed was to the satisfaction of the school and the District will pay the Substitute Teacher the full amount due as agreed upon at the time of hire.

Regular Instructional Earning Codes for Schools/Other				Special Ed Earning Codes for Teachers and Ed Techs			
BEHS	187	HOLLIS ELEM	181	TEACHERS		ED TECHS	
BEMS	186	STEEP FALLS	177	RESOURCE ELEM.	197	RESOURCE ELEM.	199
EDNA LIBBY	184			RESOURCE SECOND.	198	RESOURCE SECOND.	200
BCES	180	Nurses	20	SELF CONTAIN. ELEM	211	SELF CONTAIN. ELEM	213
GE JACK	185	Study Hall Mon.	163	SELF CONTAIN. SECON.	212	SELF CONTAIN. SECON.	214
HB EMERY	176	Alternative Ed	441				

Maine School Administrative District 6 SUBSTITUTE TEACHER TIME SHEET

PERIOD ENDING ___/___/___

SUBSTITUTE TEACHER NAME _____ EMPLOYEE # _____ PAY CODE _____

WEEK 1	DATE	HALF DAY ✓	FULL DAY ✓	SCHOOL NAME	FULL NAME OF PERSON FOR WHOM YOU SUBSTITUTED	Reg. Instruction Earning Code	SPED EARNING CODE	NURSE/OTHER	SUPERVISOR SIGNATURE	TOTAL DAYS	FOR OFFICE USE ONLY
MONDAY											
TUESDAY											
WEDNESDAY											
THURSDAY											
FRIDAY											

WEEK 2	DATE	HALF DAY ✓	FULL DAY ✓	SCHOOL NAME	FULL NAME OF PERSON FOR WHOM YOU SUBSTITUTED	Reg. Instruction Earning Code	SPED EARNING CODE	NURSE/OTHER	SUPERVISOR SIGNATURE	TOTAL DAYS	FOR OFFICE USE ONLY
MONDAY											
TUESDAY											
WEDNESDAY											
THURSDAY											
FRIDAY											
TOTAL DAYS WORKED											

EMPLOYEE DISCLAIMER I hereby certify that the hours shown above were worked by me and were certified by an authorized employee of the above named facilities.

Substitute Teacher Signature _____ Date _____

(See reverse side for Employer Disclaimer)

Maine School Administrative District No. 6

**EMPLOYMENT CONTRACT
Facilities Manager**

AGREEMENT dated this 13th day of June 2018 by and between the Board of Directors of Maine School Administrative District No. 6 (hereinafter referred to as the "Board") and Arthur Ellis (herein referred to as the "Facilities Manager".)

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

1. **TERM:** Under the terms of this contract, Arthur Ellis shall be employed as Facilities Manager for MSAD #6 from July 1, 2018, to June 30, 2021. The performance of the Facilities Manager shall be reviewed annually by the Business Manager of Finance and Operations. This will serve as his final contract, not to be extended beyond June 30, 2021, unless otherwise determined by the Board and the Facilities Manager.
2. **SALARY:** The Facilities Manager hereby agrees to accept, and the Board of Directors agrees to pay, an annual salary of \$ 90,604.80 (S-22/S). Salary will be payable in biweekly installments, beginning July 13, 2018, less any deductions as required by the State or Federal Law, proper deductions for loss of time, and other applicable deductions. **Salary shall be reviewed and adjusted annually, all other items in this contract will hold for the term of this contract.**

A stipend of \$5,000.00 (five thousand dollars) will be paid in addition to your regular salary for a major summer project. The Superintendent and the Business Manager of Finance & Operations will determine when a project qualifies as a major summer project.

3. **DUTIES:** The Facilities Manager shall perform the duties of that position as set forth in the job description for the position of Facilities Manager under the direction of the Business Manager of Finance and Operations and in conformance with the laws of the State of Maine, and the policies of the Board and any amendments thereof.
4. **BENEFITS:**
 - a. MSAD #6 agrees to pay an amount equal to the percent contributed by the Facilities Manager not to exceed 6% of the Facilities Manager's gross salary for enrollment in the 403B tax deferred program.
 - b. **Health Benefit:** The Facilities Manager will receive 100% of previous year's cost towards employee's chosen district offered insurance plan.
 - c. **Dental Benefit:** The Board will provide 100% of a dental insurance plan at the employees selected level of coverage.
 - d. MSAD #6 shall pay the full premium for life insurance coverage of the Facilities Manager in the MSMA Group Life Insurance Program at two times salary.
 - e. MSAD #6 shall provide reimbursement of up to six (6) credits per year for approved credit courses or training with pre-approval and at the discretion of the Business Manager of Finance and Operations for continuing education that is related to present job responsibilities. An additional six (6) credits per year will be reimbursed at 50% of the cost.
 - f. Employees who choose to participate in two (2) district wellness challenges within a school year will receive \$100, to be paid in July of the following contract year. The challenges will be identified by the district Wellness committee and will be final.

5. **LEAVES:**

- a. The Facilities Manager shall receive, based on hire date, up to Twenty Five (25) working days of vacation annually exclusive of any legal holidays for the duration of this contract. Vacation days will be on an accrual basis and are non-accumulative from year to year. The Facilities Manager may carry forward five (5) unused vacation days to be used in the month of July.
- b. The Facilities Manager shall receive the following paid Legal Holidays: Memorial Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Labor Day, Presidents' Day, Patriots' Day, and the Fourth of July.
- c. The Facilities Manager shall receive up to eighteen (18) days of sick leave per year, up to a maximum of two hundred and sixty (260) days. Sick days may be used for self or to care for an ill immediate family member.
- d. Three (3) days annually shall be allowed to the Facilities Manager without loss of pay for personal business at the discretion of the Business Manager of Finance and Operations. Unused personal days will be converted to sick leave and accrued as such.
- e. Up to four (4) days leave of absence without loss of pay is allowed for death in the immediate family. A fifth day shall be allowed if travel of 400 miles or more one way is reasonably required. Immediate family is generally deemed to be husband, wife, children, stepchildren, father, mother, father-in-law, mother-in-law, brother, sister, brothers-in-law, sisters-in-law, grandparents, grandchildren and anyone living in the household. The Business Manager of Finance and Operations may, upon request of additional bereavement leave, grant up to two (2) additional days that will be deducted from the accumulated sick leave.

4. **DISABILITY:**

- a. Should the Facilities Manager be disabled from performing his duties hereunder, the Facilities 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 Facilities 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 to the Facilities Manager shall cease upon such termination. All obligations shall cease upon the death of the Facilities Manager except for compensation to date of death, accrued vacation days, and severance benefit.

6. **SEVERANCE:** Upon retirement, resignation, or death of the Facilities Manager from the District, the Facilities Manager shall receive fifty dollars (\$50.00) per day for unused accumulated sick leave.

7. **Termination of Employment:**

- a. This contract may be terminated by mutual agreement of the parties at any time.
- b. This contract may be terminated without cause by either the Facilities Manager or by the Business Manager of Finance and Operations upon at least thirty (30) calendar days' written notice to the other, or in the case of termination by the Business Manager of Finance and Operations upon payment to the Facilities Manager of thirty (30) calendar days' salary in lieu of thirty (30) days' written notice.
- c. Unless otherwise terminated, this contract will terminate automatically on June 30, 2021, without the requirement of any action by either party. No cause is required for the Business Manager of

Finance and Operations to permit this contract to terminate automatically by expiration of its term and to not enter into a new contract with the Facilities Manager.

8. **ENTIRE AGREEMENT:** This contract contains the entire agreement between the parties and supersedes all prior agreements or representations of any kind. This contract may be amended only by an agreement in writing signed by both parties. The Facilities Manager is not a member of any MSAD #6 bargaining unit and is not covered by any collective bargaining agreement.
9. **SAVINGS CLAUSE:** Should 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.

Date: Arthur Ellis, Facilities Manager

Date: William Brockman, Business Manager of Finance and Operations

This contract supersedes any and all previous contracts.