

# CBA - CAPE ELIZABETH EDUCATIONAL ADMINISTRATORS' ASSOCIATION 2023-2026

## COLLECTIVE BARGAINING AGREEMENT

between the

CAPE ELIZABETH SCHOOL BOARD

and the

CAPE ELIZABETH EDUCATIONAL ADMINISTRATORS' ASSOCIATION

Cape Elizabeth, Maine

July 1, 2023 to June 30, 2026

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## PREAMBLE

This Agreement has been entered into by and between the Cape Elizabeth Administrators Association (hereinafter called the "Association") and the Cape Elizabeth School Board.

## WITNESSETH

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

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

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

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

# ARTICLE I

## RECOGNITION

The School Board hereby recognizes the Association for the purposes of collective bargaining for a unit consisting of Administrators as defined herein and employed by the Cape Elizabeth School Board pursuant to Title 26 M.R.S.A. § 962.

This contract constitutes a binding agreement between the Association and the Cape Elizabeth School Board.

# ARTICLE II

## DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below unless specifically otherwise provided:

"Administrator" - Principal, Assistant Principal, Director of Special Services, Director of Educational Technology, Athletic Director.

"Agreement" - the collective bargaining agreement between the Cape Elizabeth School Board and the Cape Elizabeth Educational Administrators Association for the period July 1, 2023 through June 30, 2026.

"Assistant Principal" -Assistant Principal of an elementary school, middle school or high school.

"Association" - the Cape Elizabeth Educational Administrators Association. "Board" -the School Board of the Town of Cape Elizabeth, Maine.

"Principal" - Principal of an elementary school, middle school or senior high school. "School" - any school administered by the Board.

"Retirement" - voluntary termination of employment absent disciplinary action, concurrent with payment of a retirement allowance granted under the Maine Public Employees Retirement System.

"Immediate Family" - father, mother, brother, sister, husband, wife, son, or daughter.

"Week" - a week is 1-5 days based on the school calendar of the week. In the summer, a week is five days unless a holiday falls within that week.

# ARTICLE III

## GRIEVANCE PROCEDURE

### DEFINITIONS

A "grievance" means a dispute as to the meaning or application of any specific provisions of this Agreement.

"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 School Department is open for business.

# 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.

# FORMAL PROCEDURE

## 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. The grievance shall state the nature of the grievance, the contract provision(s) alleged to have been violated, and the relief sought. A Grievance will be deemed waived if it is not submitted in writing to the Superintendent at this Level One within ten (10) days after the grievant or the Association knew or should have known of the event giving rise to the Grievance.

Within ten (10) days after receipt of the written Grievance at this Level One, the Superintendent will meet at a mutually satisfactory time and place with the grievant for the purpose of adjusting or resolving such grievance. A decision shall be rendered in writing within five (5) days following the meeting.

## LEVEL TWO - SCHOOL BOARD

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 five (5) days after receipt of the Superintendent's decision, or, if no decision has been rendered within the prescribed time, within five (5) days thereafter, submit the grievance in writing to the Board.

The Board will consider the grievance in executive session within thirty (30) days after receipt of the Grievance at a regularly scheduled Board meeting.

Within twenty (20) days after such a meeting, the Board will render its decision in writing with a copy to the Association President.

## LEVEL THREE-ARBITRATION

If the Association is not satisfied with the disposition of the Grievance at Level Two, the Association may, within five (5) days after receipt of the Board's decision at Level Two, or, if no decision has been rendered within the prescribed time, within five (5) days thereafter, submit the Grievance to arbitration by so notifying the Board in writing.

Within ten (10) days after receipt of such request, a representative of the Board and the Association President shall attempt to select a mutually agreeable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association may within five (5) days after that ten (10) day period, request of the American Arbitration Association that an arbitrator be selected pursuant to the procedures of the American Arbitration Association.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement. The arbitrator shall be without power to make any decision which is contrary to law, which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The arbitrator's decision will be binding subject to judicial review as provided by law.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

## REPRESENTATION

At any level of the Grievance procedure, a grievant may be represented by his or her authorized Association representative.

# ARTICLE IV

## RIGHTS, BENEFITS AND PRIVILEGES

All rights, benefits, privileges and provisions accruing to the administrators are itemized in Appendix A of this Agreement.

# ARTICLE V

## SALARIES

Salaries for the duration of this Agreement are itemized in Appendix C of this Agreement.

For years of administrative service in the Cape Elizabeth School Department, each administrator shall receive an experience and longevity incentive as listed in Appendix B. The incentive amount shall be applied after the yearly salary increase and will not establish a new base salary for the next year. The longevity incentive will be disbursed in equal installments per pay period per contract year.

# ARTICLE VI

## ADMINISTRATOR EMPLOYMENT

### I. EVALUATION INSTRUMENT

All Administrators shall be evaluated in accordance with the District's performance evaluation and professional growth system as per Chapter 508 of Title 20-A and Chapter 180 of the Department of Education Rules. The Association shall be notified of any changes to be made in said instruments and criteria prior to an evaluation.

### II. PROBATIONARY STATUS

All Administrators shall be on probationary status for their first two full years of employment in a specified position within the bargaining unit. During this period of time, Administrators shall exhibit their fitness for their position to the Board prior to achieving their non-probationary status. A probationary administrator whose contract is not to be renewed shall receive notification thereof no later than April 1 of the year the contract expires.

### III. NON-PROBATIONARY STATUS

Following the successful completion of the two (2) year probationary period, administrators will be issued an individual contract of no less than two (2) years. By March 1 in each subsequent year, if recommended by the Superintendent, the Board shall vote whether to extend the contract one (1) additional year (to give a total of two (2) years employment). An Administrator, if not recommended by the Superintendent for an additional contract year, shall receive notification thereof no later than March 1 of his/her first contract year. This will leave the administrator with one remaining year of employment. Upon written request, the Board shall provide the Administrator a written statement of the reasons for non-renewal.

### IV. NON-RENEWAL

Within 15 days of the receipt of notice of non-renewal of a contract by an Administrator who has been employed for more than two (2) years, the Administrator may request, in writing, a hearing with the Board on the decision not to renew the contract. The Board shall hold the hearing within thirty (30) days of receipt of the Administrator's request; either or both parties may be represented by counsel.

The right to eliminate an Administrator's position is governed by 20-A M.R.S.A. § 13305 and is not a grievable matter under this agreement.

## ARTICLE VII

### MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the determination of educational policy and the operation and management of the Schools are vested exclusively in the Board.

## ARTICLE VIII

### SAVINGS CLAUSE

If any provision of this Agreement or any application thereof to any Administrator or group of Administrators is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## ARTICLE IX

### COOPERATION

Administrators agree that, as administrative personnel responsible for the operation of their schools and the management of the school system, they shall at all times cooperate fully with the Superintendent or other representative(s) of the Board as requested. Administrators shall advise and consult with the Superintendent and Board regarding the evaluation of proposals under \_ consideration or made during collective bargaining between the Board and the Cape Elizabeth Education Association; shall cooperate in the processing, investigation and hearing of grievances; shall maintain the confidentiality of sensitive information; and shall cooperate fully with the Board concerning all other activities involving the management of the Board's collective bargaining contract with the Cape Elizabeth Education Association.

## ARTICLE X

### NEGOTIATION OF SUCCESSOR AGREEMENT

The Association may submit to the Board in writing matters which the Association requests to be negotiated in a successor agreement. The Board may submit additional matters for negotiation.

Negotiations on a successor agreement shall begin no later than January 15, with the intent of both parties to have negotiations completed by May 1, except as modified by written agreement.

# ARTICLE XI

## DURATION OF AGREEMENT AND RE-OPENER

This Agreement shall become effective as of July 1, 2023 and shall continue in effect until June 30, 2026. This contract may be reopened by mutual agreement. This agreement constitutes the entire agreement between the parties for the term thereof as to all matters subject to collective bargaining.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

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Cape Elizabeth Educational Administrators Association Date

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Cape Elizabeth School Board Date

## APPENDIX A

The rights, benefits, and privileges of administrators are as follows:

### I. LEAVES WITH PAY

All Administrators shall be entitled to the following leaves with pay upon the approval of the Superintendent of Schools.

### SPECIAL LEAVE

Administrators shall be granted the following special leaves with pay during each school year upon written application to the Superintendent.

- I. Five (5) days in each event of death in the Administrator's immediate family;
- II. Three (3) days, cumulative, for death(s) of other family relations;
- III. Five (5) days for the purpose of caring for ill member(s) of the Administrator's immediate family, provided that if an Administrator uses more than four (4) days of leave under this subsection, such additional days shall be deducted from sick leave.
- IV. Two (2) days for personal business requiring absence from school. Leaves requested under this section during the opening three (3) days (Orientation Day included) or closing three days of the school year, or the days immediately preceding or following a holiday, may be approved only at the discretion of the Superintendent. Leave for personal business shall not be used for business which can be conducted outside the normal school day. Up to two (2) days of unused personal leave may be carried over to the next year but may not result in any more than four (4) days in the aggregate.
- V. The time necessary for appearances in any legal proceeding connected with the Administrator's employment or with the school system in any other legal proceedings if the Administrator is required by



law to attend, including jury duty, and provided such proceeding does not involve an employment dispute between the Administrator and the District. Any payments received by an Administrator for attendance at any such proceeding shall be transmitted to the Board, except that an Administrator shall not be required to transmit to the Board any payments received for travel.

## EXTENDED LEAVES OF ABSENCE

- I. Emergency military leave as provided by Maine statutes will be granted, without pay, to any Administrator who is inducted or enlists in active military services in time of war or other emergency declared by the proper authority of the State or of the United States. Upon return from such leave, an Administrator will be placed on the salary schedule at the level which s/he would have achieved if s/he had not taken such leave. Military leave is for one (1) year at a time and the Administrator must renew his/her leave each year thereafter for the duration of the period of such war or other emergency;
- II. Administrators who are members of the National Guard or other authorized state military or naval forces, and those Administrators who are members of the Army, Air Force, Marines, Coast Guard, or Naval Reserve shall be entitled to a leave of absence from their respective duties, without net loss of income during, the period of annual training, not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such Administrators shall have made every reasonable effort to perform such annual training during the period when school is not in session.

## SABBATICAL LEAVE

- I. When a fully certified Administrator shall have completed not less than seven (7) years of full-time service in Cape Elizabeth schools, and meets the following requirements, s/he shall be eligible for sabbatical leave for one (1) academic year or two (2) consecutive school terms at one-half of his/her last scheduled salary paid in bi-weekly equal installments. This leave must be spent in further study, travel, research or other approvable activity which will be judged beneficial to the Administrator and to the school system.
- II. No more than one (1) Administrator may be approved for this leave in any one (1) academic year. Notice of intent must be filed with the Superintendent on or before October 1 in the academic year prior to the year for which leave is requested. Prior to final approval, the Administrator must accept an obligation to return to his/her position, or an alternative position, in the Cape Elizabeth schools for at least one (1) year. Final approval of application must be made by a screening committee composed of the Superintendent and a member of the School Board to be appointed by the Board. The selected Administrator and the Superintendent shall meet to agree upon the specific terms governing the sabbatical leave and said agreement is subject to Board approval. The specific terms as approved by the Board shall be reduced to writing and signed by the Board Chair and the Administrator.
- III. To facilitate timely recruitment of a suitable replacement Administrator, candidates must notify the Superintendent of Schools in writing of his/her acceptance of the terms of the sabbatical leave no later than March 1 of the academic year prior to the year for which leave is requested.
- IV. Administrators shall be entitled to payments for Medical Insurance, Group Life Insurance and Disability Insurance pursuant to Sections 5 and 6 of this Agreement but the accumulation of sick leave is not amenable during the sabbatical leave. Experience equivalent to the length of the leave will be credited upon completion of the program.
- V. Failure to complete the planned program for any reason may invalidate the agreement subject to review of the School Board, and in the event of a breach of such an agreement, the Administrator will repay all sums advanced for his/her sabbatical leave in proportion to the fulfillment of his/her one year re-employment commitment.

## II. LEAVES OF ABSENCE

Leaves of absence without pay may be granted to Administrators upon approval by the Board following recommendation by the Superintendent.

### III. SICK LEAVE

Administrators shall be entitled to fifteen (15) days sick leave per year, accruable to 135 days. Accrued sick leave is transferred when an Administrator moves from one position in the system to another.

Administrators may voluntarily contribute sick leave days to a sick leave bank administered by the Association. Unused days in the bank will be carried over to the next year. The Association will promptly inform the office of the Superintendent of all contributions and withdrawals of sick leave days. On June 1 of each year, the Association may add contributory sick leave days to increase the unused balance to a maximum of 50.

To qualify for sick leave from the sick leave bank, an Administrator must have:

- I. Used all of his/her personal sick leave;
- II. Received the approval to use sick leave from the sick leave bank from the Association with prior notice provided to the Board;
- III. Used no more than a cumulative total often (10) days from the sick leave bank during the Administrator's employment by the Board;
- IV. Contributed at least one (1) day to the sick leave bank at the start of the school year.

### IV. RETIREMENT BENEFIT

Upon retirement after no less than ten (10) consecutive years of working in the Cape Elizabeth School Department, a full-time administrator shall receive a single, one-time payment equal to the number of years of service as an educator in Cape Elizabeth multiplied by two (2) percent of the current salary rate of the individual administrator.

Notification of retirement plans must be given to the Superintendent no later than February 15 in the year in which the Administrator retires.

### V. HEALTH BENEFITS

The Board shall make available a comprehensive group health insurance program for eligible employees. Entitlement applies to those belonging to the Cape Elizabeth Educational Administrators' Association.

The Board shall contribute according to the following schedule. 86% of the MEABT Choice Plus Plan.

- I. Upon termination of employment with the Cape Elizabeth School Department, an Administrator may continue his/her enrollment in the Board's health insurance plan at his/her expense for a period of 18 months or such longer period as may be required by applicable federal or state law, provided that the Administrator shall pay the cost of all premiums annually in advance or in such other installments as may be permitted by applicable federal or state law, and further provided that said continuation does not violate any provision of the Board's health insurance plan.
- II. Cash in lieu of health insurance:

An administrator may voluntarily elect to withdraw from their existing health insurance coverage offered by the School Board. For such employees the Board, as an alternative, will contribute an annual payment of \$8200. To receive this benefit the employee must elect this option during the annual benefit open enrollment period for the subsequent contract year. This benefit will be administered in accordance with all applicable provisions of the IRS Code and the Board's Section 125 plans and is a taxable benefit that does not qualify for MainePERS. This benefit will be prorated over the course of the year

according to the employee's contract period in the regular paycheck and not as a one-time distribution. Employees who currently have district health coverage and are employed less than full-time shall have their benefit prorated to their proportion of full-time employment. New hires that elect to not be covered by the district health insurance plan will also be eligible for the benefit. If an employee desires to reinstate coverage during the contract year due to a qualifying life event as determined by the Internal Revenue Code, Section 125, the benefit will be terminated as of the first month of health coverage.

In order to be eligible for this cash-in-lieu of health insurance benefit, for a particular school year, during open enrollment for that year the employee must sign and return to the School Board a statement attesting that the employee reasonably expects to claim a personal income tax exemption for each tax year that begins or ends during the upcoming school year ("tax family"), will have minimum essential health insurance coverage under another employer's group health plan, other than the Town of Cape Elizabeth or the Cape Elizabeth School Department, (such as employee's spouse).

Notwithstanding the forgoing attestation by an employee no cash-in-lieu payment will be made to an employee if the School Board knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have coverage under another employer's group health plan during the school year in question. The School Board reserves the right in its sole discretion to require additional documentation of other group health insurance coverage from the employee, such as certificate of coverage from the other employer's group health plan, in order for an employee to be eligible for cash-in-lieu. Employees will be required to provide a new, signed attestation statement each year during open enrollment in order to be eligible for a new cash-in-lieu payment.

Married couples who both work for the Cape Elizabeth School Department are not eligible for this benefit.

### III. Section 125.

- I. The School Board will offer a Section 125 premium-offset plan which would provide a tax-sheltered opportunity for employees to pay for health and dental insurance premiums.
- II. The School Board will offer benefits under the Section 125 Plan through a party chosen by the Board a Medical Care Reimbursement Plan and a Dependent Care Reimbursement Plan. The per account/per month administrative fee(s) shall be paid by the individual participant utilizing one or both of the separate benefit plans under the Cafeteria Plan.

## VI. DENTAL BENEFITS

The Board agrees to pay 100% of the cost of a single plan per year for the duration of this contract of a group dental plan offered by Northeast Delta Dental Plan; however, the Board reserves the right to institute a new program of insurance providing benefits substantially equal to or superior to those referred to herein. Entitlement applies to those belonging to the Cape Elizabeth group.

## VII. LIFE INSURANCE

The Board agrees to pay the cost of the first \$50,000 of life insurance coverage for those Administrators who choose to purchase supplemental coverage through the Maine Public Employees Retirement System.

## VIII. DISABILITY INSURANCE

The Board agrees to purchase disability insurance on behalf of the Administrator from a plan of the Board's choosing.

## IX. SEMINARS, CONFERENCES, WORKSHOPS

The Board recognizes the importance of professional growth and will thus allocate appropriate funds for seminars, conferences, workshops and similar activities.

## X. REIMBURSEMENT FOR ADVANCED DEGREE COURSE WORK

The Board agrees to reimburse any administrator for the cost of course work earned in a planned degree or other program approved by the Superintendent. Reimbursement will be up to and based upon the cost per credit hour at the University of Maine at Orono rate plus 15% for the 2023- 2024, 2024-2025, and 2025-2026 school years. Other reimbursable costs include texts and activity and lab fees. These costs will be determined at the time of participation and shall be approved by the Superintendent. Anticipated use of this benefit shall be communicated in writing by the administrator to the Superintendent prior to February 1 preceding the use of this benefit.

Reimbursement shall not be made for any courses taken during the summer recess if the administrator resigns from employment prior to or within ninety (90) work days of the immediate school year. The maximum number of credit hours to be reimbursed in any year shall not exceed nine (9) credit hours. The Superintendent is authorized to review course reimbursement requests that are above the nine (9) credit limit on a case-by-case basis. In all situations, the decision of the Superintendent is final and is not subject to the grievance procedure. Additional reimbursement in a given year is intended for, but is not limited to, the following reasons: (1) financial need; (2) planned program requirements.

## XI. HEALTH FITNESS BENEFIT

The Board agrees to reimburse any administrator up to \$100 per year towards a health club membership.

## XII. WORKDAYS AND WORK YEAR

See Appendix C for number of work year days by administrator position title. Work days are considered exclusive of legal holidays recognized by the "Board" and weekend days of Saturday and Sunday.

Any increase in the number of days worked by an administrator must be approved by the Superintendent and the School Board.

## APPENDIX B

# ANNUAL INCENTIVES INDEX

Years in School Administration	Years in School Administration in the Cape Elizabeth School District
3-4 years - \$500	3-4 years - \$500
5-6 years - \$1000	5-6 years - \$1250
7-8 years - \$1500	7-8 years - \$1750
9-10 years - \$2000	9-10 years - \$2250
11-12 years - \$2500	11-12 years - \$2750
13 or more years - \$3000	13 or more years - \$3500

# APPENDIX C

## CURRENT ADMINISTRATIVE POSITIONS INDEX

	2023-2024	2024-2025	2025-2026	Work Days
Elementary Principal	\$128,855	\$134,009	\$139,370	228
Middle School Principal	\$130,446	\$135,664	\$141,090	228
High School Principal	\$135,200	\$140,608	\$146,232	228

Elementary Assistant Principal	\$108,836	\$113,189	\$117,717	208
MS Assistant Principal	\$111,034	\$115,475	\$120,094	208
HS Assistant Principal	\$114,176	\$118,743	\$123,493	208
Director of Special Services	\$130,468	\$135,687	\$141,114	218
Athletic Director	\$111,023	\$115,464	\$120,082	228
Director of Educational Technology	\$109,663	\$114,050	\$118,612	223

# APPENDIX D

# WAIVER OF MEDICAL COVERAGE

Date:

Employee's Name:

I waive medical coverage for myself and my eligible dependents under the Cape Elizabeth School Department's plan, due to the fact that:

I and my eligible dependents are currently covered under another health plan; or I have decided not to participate in the plan

I understand that to qualify for Health Insurance coverage after declining coverage, I must notify the plan administrator during the open enrollment period, or as soon as possible after:

- Termination of my/our current coverage as a result of exhausting the maximum period of COBRA coverage or due to legal separation, divorce, death or termination of employment.

Employee's Signature

Date

Please note that waiving your coverage may affect your ability to pick-up coverage when retiring under the Maine Public Employees Retirement System. There are specific rules that must be followed if an employee wants to continue or pick-up insurance coverage when receiving benefits through MainePERS. For specific requirements please call the MEA Benefits Trust Representative.

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