



Maine Human Rights Commission

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INVESTIGATOR'S REPORT

MHRC No. E18-0281-A/B

October 18, 2019

Lisa Edstrom (Biddeford)

v.

Biddeford School Department (Biddeford)

Jeremy Ray (Biddeford)¹

I. Summary of the Case:

Complainant alleged that Respondent's new sick leave policy discriminated against her because the policy, while neutral on its face, had a disparate impact based on her age and sex. Respondent denied discrimination and responded that the new policy was a business necessity in order to address teacher absenteeism.² The Investigator conducted a preliminary investigation, which included reviewing the documents submitted by the parties, and Issues and Resolution Conference, and requests for additional information. Based upon this information, the Investigator recommends a finding that there are reasonable grounds to believe that Respondent discriminated against Complainant based on her sex and age.

II. Jurisdictional Data:

1) Date of alleged discrimination: June 13, 2018.

¹ Respondent Jeremy Ray is the Superintendent for Respondent Biddeford School Department. The Maine Supreme Judicial Court, sitting as the Law Court, has held that individual supervisory employees cannot be held liable as "employers" under the Maine Human Rights Act ("MHRA"), see *Fuhrmann v. Staples the Office Superstore East, Inc.* 2012 ME 135. While in some cases, individuals might be held liable for interference with a complainant's rights under the MHRA see 5 M.R.S. § 4633(1)&(2); *Roy v. Correct Care Sols., LLC*, 914 F.3d 52 (1st Cir. 2019), the Respondents named here have committed no acts that would rise this level. Accordingly, only the claims against Biddeford School District will be analyzed in this report. Biddeford School District will be referred to as Respondent.

² Respondent made efforts during the investigation to reopen negotiations of the Collective Bargaining Agreement ("CBA"), but the teachers' union ("Union") would not consent to new negotiations. Respondent does not have unilateral authority to change a CBA. Though this shows Respondent's willingness to address Complainant's concern, it is not a defense to the claim of discrimination. This information may be relevant to any later claim by Complainant for damages, but that issue is not relevant to an initial analysis of whether the policy in place amounted to a violation of the MHRA.