

NEGOTIATED AGREEMENT BETWEEN
THE BOARD OF DIRECTORS
OF
M.S.A.D. NO. 75
AND THE
M.S.A.D. NO. 75 ADMINISTRATORS ASSOCIATION

July 1, 2018 – June 30, 2021

Approved by the Board of Directors at its April 12, 2018 meeting

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
I. Definitions	1
II. General	1
III. Negotiation Procedure	2
IV. Termination by Mutual Consent	2
V. Contract Termination/Renewal	2
VI. Elimination of Position	3
VII. Deductions	3
VIII. Assignment	3
IX. Duties	3
X. Work Year	3, 4, 5
XI. Benefits	5, 6, 7
Duration	8
Schedule "A" (Administrative Salary Index)	9, 10
Schedule "B" (Administrative Salaries)	11
Schedule "C" (Administrative Vacation)	12
Side Letter A	12
Side Letter B	12

PREAMBLE

This Agreement is entered into between the M.S.A.D. No. 75 Administrators Association (hereinafter called the "Association") and the Board of Directors of Maine School Administrative District No. 75 (hereinafter called the "Board").

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

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

I. DEFINITIONS

As used in this Agreement:

- A. **"Administrators"** shall mean all certified principals and assistant principals (except when certification is not required) represented exclusively by whomever they elect.
- B. **"Superintendent"** shall mean the Superintendent of M.S.A.D. No. 75, or his or her designee.
- C. **"Administrators Negotiating Committee"** shall mean the representatives of the "Administrators."
- D. **"Board Negotiating Representatives"** shall be used in defining the representatives of the Board of Directors.
- E. **"Association" and "Board"** shall be used as defined in the Preamble.
- F. **"District"** refers to the Towns of Bowdoin, Bowdoinham, Harpswell and Topsham.
- G. **"Per diem"** refers to 1/260th of an Administrator's salary.

II. GENERAL

- A. The Board hereby recognizes the Association as the sole exclusive bargaining representatives as defined under State of Maine Law Chapter 424, Section 962, for all Principals and Assistant Principals who are public employees of the Board.
- B. The Board of Directors and the Association recognize that the Board of Directors has certain powers, discretions, and duties that, under the Constitution and Laws of the State of Maine, may not be delegated, limited, or abrogated by agreement with any party. Accordingly, if any provision or any application of this Agreement to any Administrator covered hereby shall be found contrary to Law, such provisions or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

- C. The Administrators shall be governed during employment by the policies, rules and regulations of the Board and shall fulfill the duties and responsibilities of the position of Administrator as described by State Law and the Board's policies, rules and regulations. In order for an Administrator's contract to remain in force, each Administrator covered by this Agreement shall at all times hold the appropriate State of Maine certification for the position which he/she holds.

III. NEGOTIATION PROCEDURE

The Board and Association agree to bargain in accordance with Title 26, Chapter A and Title I, Section 405-D, for a successor agreement.

IV. TERMINATION BY MUTUAL CONSENT

The individual administrator contract and the employment of the Administrator may be terminated upon mutual written agreement by the Board and the Administrator and upon 30 (thirty) days prior notice, by either party without penalty or prejudice against either the Board or the Administrator. In this event, the Board shall pay to the Administrator all remuneration and benefits accrued but unpaid during the period of employment immediately prior to such termination.

V. CONTRACT TERMINATION/RENEWAL

The Board may terminate, or not renew, the individual administrator contract, and discharge the Administrator from employment, provided that the Administrator has received prior notice in writing from the Board of its intent according to any applicable statute. Upon submission of a written request to the Board within either 10 (ten) days of receipt of this notification of intended termination/non-renewal and as per applicable statute, the Administrator shall have the right to receive a written statement of the reasons for termination/non-renewal and the opportunity for an informal discussion of the decisions with the Board.

Prior to the end of an individual Contract, but not later than either April 15 of each year or the time limits of applicable statutes, the Board may offer and the Administrator may accept a renewal of the Contract. At the Board's discretion, an administrator may be offered a two (2) year contract.

The Board may not renew the individual administrator contract provided that the Administrator has received prior notice in writing from the Board of its intent not later than April 1 of the year the Contract expires for administrators employed less than two (2) years or not later than March 1 of the year the Contract expires for administrators employed more than two (2) years. Upon submission of a written request to the Board, the Administrator shall have the right to receive a written statement of the reasons for the non-renewal. Upon submission of a written request to the Board within 15 (fifteen) days of the March 1 or April 1 deadline, as applicable, the Administrator shall have the right to meet with the Board to discuss the contract renewal issues.

The Board may dismiss the individual administrator before the expiration of the contract term. The Administrator may be dismissed only:

1. After consideration of a recommendation of the Superintendent;
2. For cause;
3. After due notice and investigation;
4. After a hearing before the Board, if requested; and
5. By a majority vote of the Board.

VI. ELIMINATION OF POSITION

In the event that an administrative contract is terminated as a result of the elimination of an Administrator's position as provided by statute, the Board may offer the Administrator the position that was eliminated if the position is re-established within two (2) years from the date it was eliminated.

VII. DEDUCTIONS

The payment of salary of the Administrator shall conform with and be subject to all Federal, State and Board regulations governing deductions from the above-specified salary of any income taxes, Medicare taxes, retirement system deductions and any other deductions mutually agreed upon.

VIII. ASSIGNMENT

The Administrator may be assigned to any particular building, location or department within the School District at the discretion of the Board and its authorized agents and may likewise be transferred from one assignment to another.

IX. DUTIES

All Administrators shall at all times hold valid State certification (except when certification is not required) for the position to which they are assigned by the Directors and shall present a copy of such certificate to the Office of the Superintendent in advance of commencing employment. Administrators further agree to perform all assigned duties in accordance with all laws, rules and regulations and subject to the direction of the Board and the Superintendent. The Board and the Association recognize the unique opportunity which Administrators have to assess the needs of the schools as related to curriculum, organization, equipment and facilities. Administrators are to work with the Superintendent to present the Board with ideas for beneficial changes.

X. WORK YEAR

The Agreement will be from July 1 to June 30.

The Administrators' salary schedule shall be used upon a 260 (two hundred sixty) day work year, including 13 (thirteen) holidays per year with pay.

1. SALARIES

- a. The annual salary of Administrators shall be paid in 26 (twenty-six) installments, due every other Friday.
- b. Payroll checks will be deposited in the bank of his/her choice.
- c. Administrator salaries will be computed in accordance with Schedule "A."

2. LEAVE POLICY

a. Sick Leave

Administrators shall be entitled to 15 (fifteen) days of leave per year with pay on account of personal illness, the total amount to accrue as of July 1. Unused sick leave days shall accumulate to 240 (two hundred forty) days.

An Administrator reserves the right to donate up to 10 (ten) days accumulated sick leave to another Administrator in the event of a prolonged illness.

b. Personal Leave

An Administrator shall be eligible for three (3) full days or its equivalent per year for personal leave. Such leave is to be used for the conduct of personal business.

c. Court Duty

Court appearances required in the performance of Administrator's official capacity as an employee of M.S.A.D. No. 75 cannot be assessed as sick leave. Appearing in court as a subpoenaed witness or for jury duty not as a result of official duties or jurisdiction shall not be assessed as sick leave. The Administrator shall receive the difference in pay between per diem and pay for court duty.

3. CAMPAIGN ACTIVITIES

Administrators may apply for an unpaid leave of absence for the purpose of participating in a campaign for public office or for service in public office upon the recommendation of the Superintendent and approval of the Board of Directors.

4. SPECIAL LEAVE

Special leave may be granted at the Superintendent's discretion when circumstances warrant special consideration.

5. EXTENDED LEAVES OF ABSENCE

- a. Administrators may apply for an unpaid leave of absence not to exceed one (1) year for the purpose of engaging in activities of professional organizations upon the recommendation of the Superintendent and approval of the Board of Directors.

b. An Administrator must apply for any unpaid leave. An unpaid absence shall call for a salary deduction at 1/260th of their annual contract for each day absent. The Administrator may continue his/her health and dental insurance benefits provided they pay the total premium cost of the insurance benefits for approved non FMLA absences.

XI. BENEFITS

A. HEALTH INSURANCE/ DENTAL INSURANCE

The Board will pay 95% (ninety-five percent) of an individual plan, 95% (ninety-five percent) of adult with child and 95 % (ninety-five percent) of the previous year's premium for two adults and family plan health insurance.

The Board will pay 100 % of provided health insurance cost that are above an annual 10% increase for the year.

The Board will pay 100% (one hundred percent of cost of dental insurance for an individual plan in the year of the Agreement.

The Board will pay 100% of provided health insurance cost that are above an annual 10% increase for the year.

An employee receiving health insurance coverage from another source may elect to receive a cash payment equal to 20% of the employer share of the single Choice Plus health plan or its equivalent. The Administrator must submit a request in writing to the Human Resources Department no later than June 15th each year, providing documentation of alternative health coverage. There will be no exceptions to this deadline.

The administrator shall pay the fee for the benefit of a flexible spending account for dependent care and health care expenses.

Part-time employees will receive a premium based on the percent of time (FTE) they are employed, only to the degree that the insurer will provide coverage for part-time employees.

B. EXPENSES

The Board shall reimburse Administrators for reasonable expenses incurred by the Administrator in the performance of his/her duties with prior approval of the Superintendent. Vouchers for such expenses shall be submitted by the Administrator. The Board will reimburse for work-related mileage at the State rate per mile.

C. PROFESSIONAL DEVELOPMENT, COURSE REIMBURSEMENT, DUES AND FEES

Upon prior written approval by the Superintendent, the cost of tuition, of fees for attendance at relevant courses and workshops for professional development, of memberships for the Administrator in professional associations at the State, Regional and National levels, shall be reimbursed up to the current cost of six (6) credit hours of UMO in state graduate tuition and fees.

The District will strive to provide the technology tools necessary to accomplish the responsibility of the position.

D. RETIREMENT

Any Administrator who retires from M.S.A.D. No. 75 under Maine State Retirement System guidelines, shall receive, at the time of his/her retirement, payment for up to 100 (one hundred) days of his/her unused accumulated sick leave at his/her per diem rate of pay, depending on years of service, as follows:

After five (5) years of service up to 25 (twenty-five) days of his/her unused accumulated sick leave;

After 10 (ten) years of service up to 50 (fifty) days of his/her unused accumulated sick leave;

After 15 (fifteen) years of service up to 75 (seventy-five) days of his/her unused accumulated sick leave;

After 20 (twenty) years of service up to 100 (one hundred) days of his/her unused accumulated sick leave.

An Administrator who wishes to receive payment for unused accumulated sick leave must inform the Superintendent in writing, of his/her retirement, no later than January 1 of the year of retirement. Payment shall be made no later than July 31. Exceptions to this provision may be made at the sole discretion of the Superintendent.

Upon retirement after five (5) years of District service the Administrator shall receive a retirement bonus equal to \$100 (one hundred dollars) times the Administrator's number of years in District service as an Administrator, but in no case shall such amount exceed \$2,000 (two thousand dollars).

Administrators hired after 7/1/2015 who are Maine PERS retired and hired by the District will have the following conditions:

1. Administrators who retire and are rehired will be placed on a one-year contract. The Board may extend the contract for one (1) additional year, after which the contract will automatically terminate and the principal must re-apply. The Principal may only work up to five (5) years as a retired rehired employee of the District.

The salary for an administrator who is rehired after retirement will be 75% (seventy-five percent) of the salary for which the principal would be eligible under the terms of the Principals' Agreement with the District if not rehired.

2. The retired and rehired administrator is not entitled to any M.S.A.D. # 75 health or dental benefits.

3. The sick leave payout and retirement bonus provisions will not apply to retired rehired Administrators.

E. VACATION

An Administrator may take vacation days as desired and when appropriate to the responsibilities of the position, with the approval of the Superintendent of Schools. The Superintendent of Schools may grant additional vacation time under extenuating circumstances.

The maximum number of vacation days for principals (not including assistant principals) will be 30 (thirty) days. The quality points will be adjusted accordingly (.625 each year).

Unused vacation days will be forfeited. There will be no payout of vacation time even upon separation of employment.

F. SALARY

The salary under this Agreement will be calculated using methodology that is similar to the previous Agreement and as more fully described in Schedule "A."

The salary range will be increased by 3% in each year of the contract.

Should there be a significant project for building construction or renovation, the building principal will receive a stipend of \$1500, each year, beginning the year prior to the beginning of construction.

G. TUITION

The District will waive tuition for administrators who live outside the District but wish to educate their children in M.S.A.D. No. 75 with approval by the Superintendent on a case-by-case basis.

DURATION:


This Agreement shall become effective on July 1, 2018 and shall continue in full force and effect with regard to language until June 30, 2021, subject to the Administrators' right to negotiate over a successor agreement as provided in Title 26, M.R.S.A. Chapter 9-A. Either side may re-open this Agreement in the event of significant economic changes in the District.

**M.S.A.D. NO. 75
BOARD OF DIRECTORS**



**Chief Negotiator
(Joanne M. Rogers)**

**M.S.A.D. NO. 75
ADMINISTRATORS ASSOCIATION**



**Chief Negotiator
(Richard Dedek II)**

Schedule A: Administrator Salary Index

2018-2019 (3.0%)			
Category	Range Floor	Range Ceiling	Difference
Assistant Principals			
Cat I - Elem	\$79,948	\$94,893	\$14,945
Cat II - MS/HS	\$87,317	\$102,264	\$14,947
Elementary Principals			
Cat I - Smaller Elem	\$87,316	\$102,264	\$14,947
Cat II - Woodside	\$94,788	\$109,738	\$14,950
Secondary Principals			
Cat III - MAMS	\$98,526	\$113,474	\$14,948
Cat IV - MTA	\$102,264	\$117,209	\$14,945

2019-2020 (3.0%)			
Category	Range Floor	Range Ceiling	Difference
Assistant Principals			
Cat I - Elem	\$82,346	\$97,740	\$15,394
Cat II - MS/HS	\$89,937	\$105,331	\$15,395
Elementary Principals			
Cat I - Smaller Elem	\$89,936	\$105,331	\$15,396
Cat II - Woodside	\$97,631	\$113,030	\$15,399
Secondary Principals			
Cat III - MAMS	\$101,226	\$116,878	\$15,652
Cat IV - MTA	\$104,820	\$120,725	\$14,945

2020-2021 (3.0%)			
Category	Range Floor	Range Ceiling	Difference
Assistant Principals			
Cat I - Elem	\$84,816	\$100,672	\$15,855
Cat II - MS/HS	\$92,635	\$108,491	\$15,857
Elementary Principals			
Cat I - Smaller Elem	\$92,634	\$108,491	\$15,858
Cat II - Woodside	\$100,560	\$116,421	\$15,861
Secondary Principals			
Cat III - MAMS	\$104,263	\$120,384	\$16,122
Cat IV - MTA	\$107,965	\$124,347	\$16,382

Quality Points: Depending upon the educational background and experience of the individual principal, and the amount of vacation allotted the position, a principal will receive up to 16 (sixteen) quality points for the determination of salary within the position's salary range. Each quality point is worth 1/16th (one-sixteenth) of the difference between the top and the bottom of the range. For example, a principal in Category I with an M.A.+30 additional graduate credits (3.5 points), five (5) years' experience (2.0 points), and 40 (forty) vacation days (2.5) points, receives a total of eight (8) quality points, placing that principal's salary one-half of the way up the Principals-Category I range.

SCHEDULE "B"

ADMINISTRATIVE SALARIES

QUALITY POINTS

Educational background	2.5 - 5.0
Administrative experience	2.0 - 6.0
Length of work year	1.25 - 5.0

EDUCATIONAL BACKGROUND

DEGREE:

M.A.	2.5
M+15	3.0
M+30	3.5
M+60	4.0
CAS or two Master's Degrees	4.5
Doctorate	5.0

ADMINISTRATIVE EXPERIENCE

YEARS:

1-3	2.0
4-6	3.0
7-9	4.0
10-13	4.5
14-16	5.0
17+	6.0

VACATION

DAYS:

50	1.25
40	2.50
35	3.125
30	3.75
25	5.00

SCHEDULE "C"
ADMINISTRATIVE VACATION

POSITION	DAYS
Principal, Bowdoin Central School	30 days
Principal, Bowdoinham Community School	30 days
Principal, Harpswell Community School	30 days
Principal, Williams-Cone School	30 days
Principal, Woodside Elementary School	30 days
Assistant Principal, Woodside Elementary School	50 days
Principal, Mt. Ararat Middle School	25 days
Assistant Principal, Mt. Ararat Middle School	40 days
Principal, Mt. Ararat High School	25 days
Assistant Principal, Mt. Ararat High School	30 days

Side letter A

Joshua Ottow shall remain on the salary scale "Cat IV - MTA" for the duration of his tenure as principal of Mt. Ararat Middle School.

Side Letter B

The Joint Negotiations Committee shall form a committee to define the categories of "small" and "large" elementary school in Schedule A, and recommend any resulting changes to the salary scale to the Joint Negotiating Committee for consideration in future negotiations. The Board and Association may each appoint up to three representatives to the Committee.