

AGREEMENT

between

THE SCARBOROUGH BOARD OF EDUCATION

and

**THE SCARBOROUGH ADMINISTRATORS
ASSOCIATION**

July 1, 2022 and June 30, 2025

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ARTICLE 1 - RECOGNITION

The Scarborough Board of Education (hereinafter the Board) recognizes the Scarborough Administrators Association (hereinafter the Association) as the bargaining agent for a unit consisting of Principals, Assistant Principals, and Director of Athletics & Student Activities (hereinafter Administrators) who have completed six (6) full months of continuous employment with the School Department.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as specifically limited by an express written provision of this Agreement, all rights, powers, discretion, authority and prerogatives are retained by and shall remain exclusively vested in the Board, which may act through its Superintendent or designee when it so desires.

ARTICLE 3 - ADMINISTRATOR RESPONSIBILITY

A. Duties

During the term of this Agreement, the administrators shall faithfully perform their duties, as determined by the Superintendent and as prescribed by existing job descriptions, which are subject to review and revision by the Board.

B. Certification

Administrators shall at all times hold such certifications issued by the Maine Department of Education as are required for their positions and shall at all times perform their assigned duties in a professional manner and in accordance with all applicable statutes, policies, rules, and regulations under the direction and to the satisfaction of the Superintendent and the Board.

C. Exclusive Agreement

This Agreement sets forth the entire terms and conditions of employment for administrators, and all individual employment contracts shall be subject to and consistent with this Agreement.

This Agreement supersedes and replaces all prior collective bargaining agreements, which as of the effective date of this contract are agreed to be no longer of any force or effect.

D. Professional Meetings

Each administrator shall attend appropriate professional meetings at the local, state, and national levels at the direction of or with the prior approval of the Superintendent. Any approved expenses surrounding attendance at such meetings shall be paid by the Scarborough School Department.

ARTICLE 4 - ADMINISTRATOR EMPLOYMENT

A. Probationary Period

All newly hired administrators shall be on probationary status for each of the first two (2) full calendar years of employment from date of hire. During this period of time, administrators shall exhibit their fitness for their position through their annual evaluation as prepared by the Superintendent to the Board prior to achieving non-probationary status. Renewal of an individual contract after each year of probationary employment shall be dependent upon the recommendation of the Superintendent to the Board. A probationary administrator whose contract is not to be renewed shall receive written notification from the Superintendent no later than April 1 of the year in which the individual contract expires.

B. Non-Renewal-Non-Probationary

Following the successful completion of the two (2) years of probationary status, any administrator whose subsequent contract is not to be renewed or whose renewal status is uncertain shall receive written notice no later than March 1 in the year the contract expires.

C. Renewal

Following the probationary period, each subsequent contract shall be for a two-year period except when the Superintendent recommends a shorter contract period. The Superintendent also has the discretion to extend the probationary period for one or more one-year periods.

D. Termination

The Board may terminate the individual contract of an administrator during its term for good and sufficient cause and discharge the administrator from employment, provided that the administrator has received prior written notice from the Superintendent of the Board's intent to discharge and the reasons therefore. Upon written request, the administrator shall be entitled to a hearing before the Board prior to discharge to provide the administrator with an opportunity to discuss said reasons. The administrator shall have the right to be represented by an individual of his/her choice.

E. Legal Coverage

Principals covered under this contract are also governed by 20-A M.R.S.A. §13303 and §13304.

F. Resignation

Administrators shall refrain from submitting a resignation from July 31 through September 1 without at least sixty (60) days' notice, except by mutual agreement of both parties. Administrators shall provide at least thirty (30) days' notice for resignations during the remainder of the year.

G. Layoff

1. In the event the Board decides to eliminate positions, the administrator whose position is to be eliminated shall receive written notification of such decision at least ninety (90) days before the expiration of his/her individual contract.
2. The administrators with the most qualifications and ability, as determined by the Superintendent, shall be retained.
3. The administrator whose position is to be eliminated shall receive written notification of such decision at least ninety (90) days before the expiration of his/her individual contract.
4. Administrators will be ranked by seniority within the following impact groups: Principals, Assistant Principals, Director of Athletics & Student Activities, in the event that seniority needs to be considered. Seniority will be considered only when the ability and qualifications of administrators to be laid off are equal.
5. Seniority is defined as years of full-time administrative experience as a member of the bargaining unit. In the event that two or more administrators have an equal number of years of experience within the bargaining unit, the tie will be broken by adding years of full-time administrative experience within the Department, but outside the bargaining unit, followed by years of full-time administrative experience outside the Department.
6. Any administrator employed 5 years or longer whose position is eliminated shall receive severance pay in the amount of twenty-six hundred dollars (\$2,600). Should written notice not be provided within the time limit agreed to, the administrator shall be entitled to an amount equal to one-twelfth (1/12) of his/her annual salary rate for each month of deficient notice in addition to the twenty-six hundred dollars (\$2,600).

ARTICLE 5 - WORK YEAR

All administrators shall be full year employees. The days to be worked in each case shall include all regular school days students and/or teachers are in attendance for classroom instruction/assessment, except as permitted by the Superintendent in writing.

All administrators may choose to work at home if school is cancelled due to inclement weather and hazardous driving conditions. The administrator must contact the Superintendent's office in the morning if this option is chosen.

ARTICLE 6 - BENEFITS

A. Medical Insurance

1. Plan

The Board agrees to pay up to the amount for which the employee is eligible for a single, two adult, adult with child, or full family subscription for the current plan(s) currently offered by the school department.

The Scarborough School Department offers a choice of:

- a. Choice Plus
- b. Standard 500 Deductible Plan
- c. Standard 1000 Deductible Plan

2. Board Contribution

a. Employee Coverage

The maximum yearly rate that the Board will pay for health insurance shall not exceed 80% of the cost of the single plan:

	<u>Board Share</u>	<u>Employee Share</u>
Choice Plus	80%	20%
Standard 500	80%	20%
Standard 1000	80%	20%

b. Dependent Coverage

The Board agrees to pay a percentage for dependent health insurance cost of the Choice Plus, Standard 500 Deductible or Standard 1000 Deductible Plan. This will be calculated by subtracting the full cost of individual coverage from the dependent coverage chosen and paying the following percentages:

Board Share 80% Employee Share 20%

- i. When both adults are employed by the Scarborough School Department, they shall be entitled to have 100% of the health insurance premium for the plan paid by the School Department. The employees must take the lowest cost alternative available (for example, if the cost of two single plans is lower than the cost of a two-adult plan, the employees must take the two single plans).

- ii. If the spouse of an employee is eligible for non-prorated insurance coverage through his or her employer (whether through direct premium payment, cafeteria benefit, cash allowance, or otherwise), the maximum health insurance premium paid by the Board to which an employee shall be entitled shall be the dollar amount for the adult with the child premium. Employees who request to have the other adult covered under the Board's plan are required to sign a certification that the adult does not have health insurance available through their own employer. Any incumbent employee will retain the coverage plan he/she currently has.

B. Life Insurance

The Board shall pay the premiums for the basic life insurance coverage (salary rounded to the nearest \$1,000) under the Maine Public Employee Retirement System (MainePERS) for group life and accidental death and dismemberment insurance for each administrator pursuant to law.

C. Other Insurance

The Board will offer employees choices, effective January 1, 2011, regarding additional benefits and level of coverage desired for dental, additional life, accident, death, and dismemberment, short and long term disability through plans offered by the Board. The employee will be credited with \$350 per month to purchase this insurance. In addition, if employees select benefits that cost less than \$350 per month or do not select any additional benefits, the balance will be compensation, payable to employees in the form of additional taxable wages. At the employee's option and subject to applicable IRS restrictions, this additional compensation may be used to make tax-free salary deferrals to a health FSA, dependent care FSA, 403b, or other employee benefit program for which the employee is eligible. As of the 2014 tax year, the maximum salary deferral to a health FSA is \$2,500. The Board will match annually each administrator's contribution to a Tax Deferred 403b Plan up to \$1,000 to be paid in two installments - January and June.

D. Section 125

The Board agrees to provide a Section 125 Plan allowing employees to pay insurance premiums, eligible medical expenses, child and elder care as permitted by law and the Board will pay any administrative fees.

E. In Lieu of Payment

The Board agrees to pay a sum of \$4,000 to any administrator who elects not to enroll in the Scarborough health insurance. This payment shall be made in bi-weekly installments. The administrator must show proof of health insurance coverage. This payment will be

taxable compensation to the employee, subject to income and employment tax withholding.

F. Mileage Reimbursement

Approved out of town travel shall be reimbursed at the maximum standard mileage rate as set by Internal Revenue Service.

G. Retirement

Upon initial retirement under the guidelines of the MainePERS, if after serving the Department for a minimum of ten (10) consecutive years as an administrator prior to retirement, the Board shall pay said administrator, an amount equal to ten percent (10%) of his/her final year's salary. Payment shall be made on the second pay period in July.

H. Course Reimbursement

1. Number of Credits Per Year

Administrators will be reimbursed for up to nine (9) university credits annually or its equivalent in an approved program at the University of Southern Maine graduate rate. Administrators, who wish to take an additional three (3) credits and be reimbursed for those credits, must notify the Superintendent of their intention prior to January 30 of the previous school year. Administrators matriculated in a pre-approved graduate degree program will be reimbursed for credits beyond twelve (12) only if they are required to take more during the school year.

Administrators will only be reimbursed for courses when a grade of B or above is achieved.

2. Recertification Reimbursement

Successful completion of courses approved by the Superintendent which comply with the requirements of the certification law but do not necessarily constitute a university approved program will be reimbursed at the actual rate, not to exceed the University of Southern Maine credit hour rate for each three (3) credits, once in each five (5) year period.

3. Prior Approval Requirement

All courses must be approved prior to administrator registration by the Superintendent on forms available at the Superintendent's Office. If said approval is not procured, no reimbursement will be given.

4. Non University Approved Program

If courses are not taken in a university approved program, they must be approved by the Superintendent to be eligible for reimbursement.

5. Textbooks

Full reimbursement will be paid for books for approved courses not found in the professional library, with provision that the books be placed in the professional library of the respective schools and/or areas.

6. Reimbursement Schedule

Reimbursement will be made on the first bill voucher that is presented on or after February 15, July 1, and October 1, for eligible credits for which satisfactory evidence is on file in the Superintendent's office.

7. Payment Upon Resignation

Administrators who resign at the end of the employment year in which courses have been reimbursed, shall reimburse the Department half the cost of the courses. If the administrator resigns during the summer months when school is not in session, they shall not be reimbursed for any courses taken during the summer, even if they had been approved.

I. Professional Development

The Board will provide up to ten thousand dollars (\$10,000) annually for staff development. These funds will be used for bargaining unit administrators to attend state, regional and/or national conferences or institutes as approved by the Superintendent.

ARTICLE 7 - PAID LEAVES OF ABSENCE

A. Sick Leave

1. Accumulation

- a. Administrators will be entitled to twenty-five (25) sick days per year effective as of the first day of the school year, for personal illness or disability. Disability resulting from pregnancy or childbirth shall be treated like any other disability or illness for the purpose of sick leave. Twenty-five days per year will be allowed until 120 days have been accumulated.
- b. Administrators employed prior to the 2006-2007 school year who have accumulated 140 days may retain that amount.
- c. During an administrator's last year of employment prior to retirement under MainePERS, the administrator shall be entitled to one hundred twenty (120) days (if the days have been accumulated) plus the twenty-five (25) days for

that contract year, for a total of one hundred forty-five (145) days. However, at the point of retirement, only a maximum of one hundred twenty (120) days shall be available to the administrator (to cash out).

2. Work Injury

In cases of injury or illness covered under the Worker's Compensation Act, an administrator will be paid from his/her accumulated sick leave the difference between the amount of his/her regular take home pay and the amount that s/he receives pursuant to Worker's Compensation. This difference shall be charged on a prorata basis to the administrator's accumulated sick leave and will cease when said administrator's accumulated sick leave is exhausted. In no case will an administrator receive more than his/her regular compensation under both this sick leave policy and the Worker's Compensation Act.

B. Personal Leaves of Absence

1. At the discretion of the Superintendent, an administrator may be granted up to two (2) days paid leave for personal business that requires absence from duties.
2. Personal leave shall not be used for vacation or vacation like activities, nor shall it be used to extend approved vacation.
3. Leaves taken pursuant to this section (B) shall be deducted from sick leave to which the administrator is entitled.

C. Vacation

1. Available Days

Administrators shall have the following vacation days:

- | | | |
|----|---|---------|
| a. | High school principal | 25 days |
| b. | Middle and intermediate school principals | 25 days |
| c. | Director of Athletics & Student Activities | 30 days |
| d. | All other principals and assistant principals | 35 days |

2. Scheduling and Carry Over

Vacation days shall be requested in writing and scheduled with the approval of the Superintendent. These days shall be scheduled in advance. If the Superintendent does not approve vacation days which result in an administrator not receiving all the vacation days requested, with the permission of the Superintendent, up to ten (10) of those days may be carried forward into the next contract year. Up to three (3) days may be paid for unused time.

D. Holidays

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Patriots' Day
5. Memorial Day
6. Juneteenth
7. Fourth of July
8. Labor Day
9. Indigenous Peoples Day
10. Veterans' Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

E. Sabbatical Leave

1. Minimum Service

A leave of up to one (1) year may be granted to an administrator by the Board for further study or for other value to the school system either with or without pay, subject to the following conditions:

- a. The Administrator shall have completed at least seven (7) full continuous school years of service in the Scarborough School Department before the start of leave.
- b. The Administrator makes written application to the Superintendent no later than December 1 of the year before the leave is requested.
- c. The Superintendent is able to find a suitable replacement.
- d. Upon return from sabbatical leave an administrator shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of

his/her absence.

2. Application Process

- a. An outline of the benefits of the leave to the school department.
- b. An agreement to return to the school department for a minimum of two (2) years. Failure to do so will result in the forfeiture of all pay while on leave.

3. Written Agreement

An Administrator who is granted a leave shall enter into a written agreement with the Board which shall include the terms of the leave and the benefits to which the administrator is entitled.

ARTICLE 8 -SALARIES

A. Pay Periods

The specific salary amounts for 2022-23 for each individual administrator covered by this Agreement have been mutually agreed upon by the parties' negotiators. For each year thereafter of this Agreement, those annual salaries will be increased by three percent (3%). In addition, administrators will be paid longevity based on \$150 for each year of their service as an administrator in any school unit, up to a total of three thousand dollars, annually. All such salaries shall be paid in a twenty-six (26) annual installment schedule.

B. Initial Employment

The Board reserves the right to set the annual salary rate for each new administrator at a level within the range specified in Appendix A for the initial year of employment.

C. Interim Appointment

If it becomes necessary to appoint an interim administrator, s/he shall be paid at the low range of the interim position or his/her own rate, whichever is higher. The salary referred to is for Scarborough rates only.

ARTICLE 9 - EMBODIMENT OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations, and for the duration of this Agreement, the Association agrees that the Board shall not be obligated to negotiate with respect to any subject or item whether contained herein or not.

ARTICLE 10 - SCOPE AND SEPARABILITY

Should any provision of this Agreement be found to be contrary to law, then such provision shall be deemed null and void; however, all other provisions shall continue in full force and effect. At such time either party may reopen negotiations over any such provision.

ARTICLE 11 - DURATION


This Agreement shall be effective as of July 1, 2022 and shall be in effect until June 30, 2025. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

FOR THE ASSOCIATION



Anne Lovejoy, Spokesperson

FOR THE BOARD OF EDUCATION



Shannon Lindstrom, Chair

Dated: 8/1/2022

Dated: 7/21/22

APPENDIX A

Minimum Entry Salaries for Scarborough Administrators

Position	2022- 2023	2023- 2024	2024- 2025
Primary Principal	\$92,231	\$94,998	\$97,848
Intermediate Principal	\$106,066	\$109,248	\$112,526
Middle School Principal	\$106,066	\$109,248	\$112,526
High School Principal	\$122,975	\$126,664	\$130,464
Intermediate Assistant Principal	\$92,231	\$94,998	\$97,848
MS Assistant Principal	\$92,231	\$94,998	\$97,848
HS Assistant Principal	\$92,231	\$94,998	\$97,848
Director of Athletics & Activities	\$86,083	\$88,666	\$91,326