

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

July 1, 2024 – June 30, 2027

Approved by the Board of Directors at its June 27, 2024, meeting

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PREAMBLE

This Agreement is entered into between the M.S.A.D. No. 75 Principals 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. **"Principals"** 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. **"Principals Negotiating Committee"** shall mean the representatives of the "Principals".
- 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 a Principal's salary.
- B. **"Vacation Days"** or "vacation time" refer to Earned Paid Leave time as defined in Maine's "Earned Paid Leave law."
- I. **"Large Elementary School"** is defined by an enrollment of at least 240 students in the preceding two consecutive years based on the official October 1st count of Pre-K to grade 5 students.

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 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 Principal 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 Principals 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 Principal as described by State Law and the Board's policies, rules and regulations. In order for a Principal's contract to remain in force, each Principal 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 Principal contract and the employment of the Principal may be terminated upon mutual written agreement by the Board and the Principal and upon 30 (thirty) days prior notice, by either party without penalty or prejudice against either the Board or the Principal. In this event, the Board shall pay to the Principal 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 Principal contract, and discharge the Principal from employment, provided that the Principal 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 Principal 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 Principal may accept a renewal of the Contract. At the Board's discretion, a Principal may be offered a two (2) year contract.

The Board may not renew the individual Principal contract provided that the Principal has received prior notice in writing from the Board of its intent not later than April 1 of the year the Contract expires for Principals employed less than two (2) years or not later than March 1 of the year the Contract expires for Principals employed more than two (2)

years. Upon submission of a written request to the Board, the Principal 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 Principal shall have the right to meet with the Board to discuss the contract renewal issues.

The Board may dismiss the individual Principal before the expiration of the contract term. The individual 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 a Principal's position as provided by statute, the Board may offer the Principal 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 Principal 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 Principal 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 Principals shall at all times hold valid State certification (except when certification is not required) for the positions to which they are assigned by the Board and shall present a copy of such certificate to the Office of the Superintendent in advance of commencing employment. Principals 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 Principals have to assess the needs of the schools as related to curriculum, organization,

equipment and facilities. Principals are to work with the Superintendent to present the Board with ideas for beneficial changes.

X. WORKYEAR

The Agreement will be from July 1 to June 30.

The Principals' salary schedule shall be based upon a 260 (two hundred sixty) day work year, including 14 (fourteen) holidays per year with pay.

1. SALARIES

- a.** The annual salary of Principals 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.** Principal salaries will be computed in accordance with Schedule "A."

2. LEAVE POLICY

a. Sick Leave

Principals 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.

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

b. Personal Leave

A Principal shall be eligible for ~~three~~ five (5) 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 Principal'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 Principal shall receive the difference in pay between per diem and pay for court duty.

3. CAMPAIGN ACTIVITIES

Principals 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. Principals 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. A Principal 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 Principal 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

In Year One of the contract the Board will pay 90% (ninety percent) of an individual plan, 90% (ninety percent) of an adult with child plan, and 90% (ninety percent) of the previous year's premium for a two adults plan or a family plan for health insurance.

In Year Two of the contract the Board will pay 90% (ninety-two percent) of an individual plan, 90% (ninety percent) of adult with child plan, and 90% (ninety percent) of the previous year's premium for a two adults plan or a family plan for health insurance.

In Year Three of the contract the Board will pay 90% (ninety percent) of an individual plan, 90% (ninety percent) of adult with child plan, and 90% (ninety percent) of the previous year's premium for a two adults plan or a family plan for health insurance.

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

A Principal 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 Principal 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.

A Principal who elects to have his/her spouse and/or child(ren) covered through another health insurance carrier will receive a payment equal to 20% of the savings to the District (based on the Anthem Choice Plus premium) for reducing the level of coverage. Spouses and/or children who are employed by the District are not included in this option.

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

Part-time Principals 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 Principals for reasonable expenses incurred by the Principal in the performance of his/her duties with prior approval of the Superintendent. Vouchers for such expenses shall be submitted by the Principal. 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 Principal 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. Beginning in Year two of the contract the Principal shall be reimbursed up to the current cost of twelve (12) 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 Principal 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.

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

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

1. Principals 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 a Principal 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 Principal 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 Principals.

E. VACATION

A Principal 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).

Up to five (5) unused vacation days may be carried over from one year to the next. Any additional unused 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 is more fully described in Schedule "A."

The salary range will be increased in each year of the contract as set forth below:

Year One: 4.5%
Year Two: 4.75%
Year Three: 5.0%

G. TUITION

The District will waive tuition for Principals 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.

B. LIFE INSURANCE

The Board shall purchase for Principals the life insurance policy available through the Maine Public Employees Retirement System at the 2X salary level.

ARTICLE XI: GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time may arise affecting the welfare or terms and conditions or employment of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be considered as limiting the right of any administrator having a grievance to discuss the matter informally with the Superintendent of School, and having the grievance adjusted is not inconsistent with the terms of the Agreement.

B. Definitions

1. A "grievance" shall mean a complaint by an administrator or the Association that there has been a violation or inequitable application of any provisions to this contract.

2. An "aggrieved person" is the person or persons making the claims.

3. A "party in interest" is the person or persons making the claim and any person who might be required to act, or against whom action might be taken to resolve the claim.

4. Day" shall mean working school days.

5. "Administrator" shall refer to all certified administrative and supervisory personnel covered by this Agreement.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as it is practicable.

D. Informal Procedure

1. (See A-2 this Article)

E. Formal Procedure

1. Level One — School Superintendent

- a. If an aggrieved person is not satisfied with the outcome of the informal procedure(s), or if they have elected not to utilize them, they may present the claim as a formal grievance in writing to the Superintendent or other appropriate administrator no later than 30 days after the event giving rise to the grievance.
- b. The Superintendent shall, within five (5) days after receipt of the written grievance, arrange to meet with the Association and all parties concerned and render a written decision on the matter within five (5) days.

2. Level Two — School Board

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within six (6) days after the decision file the grievance with the Association's President for appeal to the School Board.
- b. The President shall, within three (3) days after receipt, refer the appeal to the School Board.
- c. The School Board shall, within twenty (20) days after receipt of the appeal, meet with

the aggrieved person and with a representative of the Association for the purpose of reviewing the grievance.

- d. The School Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association's President.

F. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party against any participants in the grievance procedure by reasons of such participation.
2. Any party in interest may be represented at Level Two of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative of any organization other than the Association.
3. The Association may, if it so desires, call upon the professional services of the State and/or the National Administrators Associations for consultation and assistance at any stage of the procedure.

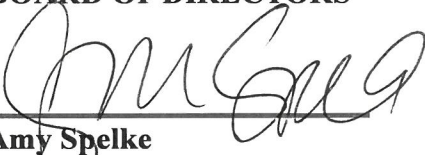
G. Miscellaneous

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties of interest and their designated or selected representatives, hereafter referred to in this Grievance Procedure.

DURATION:

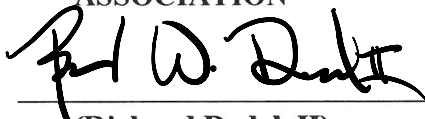
This Agreement shall become effective on July 1, 2024, and shall continue in full force and effect with regard to language until June 30, 2027, subject to the Principals' right to negotiate over a successor agreement as provided in Title 26, M.R.S.A. Chapter 9-A. Either side may re-open this Agreement in the event of significant economic changes in the District.

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



Amy Spelke

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



(Richard Dedek II)

Schedule A: Principals Salary Index

2024-2025 (4.50%)			
Category	Range Floor	Range Ceiling	Difference
Assistant Principals			
Cat I- Elem	\$98,980	\$117,484	\$18,504
Cat II - MS/HS	\$108,105	\$126,609	\$18,504
Elementary Principals			
Cat I - Smaller Elem	\$108,104	\$126,609	\$18,505
Cat II - Large Elem	\$117,354	\$135,864	\$18,510
Secondary Principals			
Cat III - MAMS	\$121,982	\$140,488	\$18,506
Cat IV - MTA	\$126,609	\$145,113	\$18,504

2025-2026 (4.75%)			
Assistant Principals			
Cat I- Elem	\$103,682	\$123,065	\$19,383
Cat II - MS/HS	\$113,240	\$132,625	\$19,385
Elementary Principals			
Cat I - Smaller Elem	\$113,239	\$132,623	\$19,384
Cat II - Large Elem	\$122,928	\$142,317	\$19,389
Secondary Principals			
Cat III - MAMS	\$127,776	\$147,161	\$19,385
Cat IV - MTA	\$132,623	\$152,006	\$19,383

2026-2027 (5.00%)			
Assistant Principals			
Cat I- Elem	\$108,866	\$129,218	\$20,352
Cat II - MS/HS	\$118,902	\$139,254	\$20,352
Elementary Principals			
Cat I - Smaller Elem	\$118,901	\$139,254	\$20,353
Cat II - Large Elem	\$129,074	\$149,433	\$20,359
Secondary Principals			
Cat III - MAMS	\$134,165	\$154,519	\$20,354
Cat IV - MTA	\$139,254	\$159,606	\$20,352

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 $1/16^{\text{th}}$ (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