

AGREEMENT
between
THE SCARBOROUGH BOARD OF EDUCATION
and
THE SCARBOROUGH ADMINISTRATORS ASSOCIATION
July 1, 2025 - June 30, 2028

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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 their 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 one hundred twenty (120) days before the expiration of their 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 one hundred twenty (120) 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 with at least five (5) years of service whose position is eliminated shall receive severance pay equal to seven percent (7%) of their salary for five (5) to ten (10) years of service, and ten percent (10%) for more than ten (10) years of service.

ARTICLE 5 - WORK YEAR

- A. 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.
- B. 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.
- C. Remote Work
Authorization to work remotely will be determined by and is at the sole discretion of the Superintendent or Superintendent's designee.

It is understood that there may be the need for Episodic Remote Work: remote work is on a sporadic or specific task-driven basis. In these situations, it is expected that the requesting employee will make the request to the Superintendent or their designee, being explicit about the date(s) requested and the tasks expected to be completed during the episodic remote work.

Approved remote work is appropriately provided to assure the goals and mission of the school district are accomplished in a productive, thoughtful, and economical manner and is not provided for employees' convenience. It is expected that administrators will be on site to support summer programming, building maintenance projects, or other school-related activities as needed on non-school work days.

Remote work may not be used in lieu of taking personal leave, sick leave or annual leave. Working remotely is also not a substitute for dependent care. Regardless of remote work location, it is expected that administrators will maintain regular communication and are available when needed by staff, parents, and students, including email and Mitel Connect phone access.

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:

	Board Share	Employee Share
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).

B. Life Insurance

If the spouse of an employee is eligible for non-prorated insurance coverage through their 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.

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 FSAs \$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 released 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 the Internal Revenue Service.

G. Retirement

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

H. Course Reimbursement

1. Professional Development

It is agreed that each employee shall undertake a program of professional study designed to increase their professional growth. This study may be in the form of approved courses, independent study, or other activities as approved by their support system and may also include conferences, workshops, and professional observations/visits to other schools that are approved in advance by the Superintendent/designee.

2. Employees are expected to schedule their university courses at times that will not interfere with their professional obligations; however, employees can apply in advance for approval of a professional day with pay to the superintendent/designee for conferences, workshops, and professional observations/visits to other schools.
3. Payment or reimbursement of the cost to enroll/participate will be made only for approved study that is part of a graduate program, necessary for an employee's professional recertification, or professional growth.
4. Employees will be provided a course pre-approval form at the start of each school year with an explanation of the process for seeking approval for payment for courses. All employees intending to take courses will submit a course enrollment plan for the following school year by January 30th. By November 1st of their first year of employment as an employee in Scarborough, all employees intending to take courses that year will submit a

course enrollment plan for the school year or, if they are already matriculated in a graduate program upon hire they shall submit a reimbursement request form, if they wish to be reimbursed at the end of the school year for a course that they complete that year as provided below in this article. Employees changing their plans will give written notice to the administration as early as possible. When courses are pre-approved in accordance with the provisions of this article, the Board will make payment directly to the educational institution for tuition up to the amount reimbursable under this article. The employee will be responsible for paying any remaining balance. Should an employee fail to successfully complete the course and receive the minimum grade required by this Article, the Board will recover the amount of tuition it has paid by payroll deduction on a schedule that ensures the full amount will be recovered by June 30 of the year following the contract year in which the course was scheduled to be taken. If an employee's employment terminates for any reason before the full amount is recovered, the remaining balance may be deducted from any paychecks due after termination.

5. The Board will pay tuition on behalf of an Employee for up to nine (9) graduate credit hours per contract year at the actual cost of the credit hours not to exceed the cost of nine (9) University of Southern Maine graduate credit hours. Payment for an additional three credits beyond this limit will be made based upon an individual plan agreed to between the individual employee and the Superintendent before January 30 of the previous school year. The Board will recover prepaid tuition if the administrator fails to complete the course, withdraws from the course, fails to receive a grade of A or B for courses in which a grade is given, or a grade of pass in a pass-fail course. Employees matriculated in a pre-approved graduate degree program will be eligible for tuition payment for credits beyond twelve only if they are required to take more during the school year.
6. Tuition payment in total will be limited to the total amount budgeted for course reimbursement in any one budget year. Preference will be given to graduate level courses that move staff through the salary matrix, and to courses that are required for certification or recertification.
7. Part-time employees will receive a pro rata benefit subject to the above conditions and requirements, e.g., $\frac{1}{2}$ time = 4.5 credits, etc.
8. 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 would be reimbursed at the actual rate, not to exceed the U.S.M. credit hour rate for each three (3) credits, once in each five (5) year period.
9. All courses must be approved prior to student registration by the Superintendent on forms available at the Superintendent's Office. If said approval is not procured, no reimbursement will be given.
10. If courses are not taken on a university approved program, they must be approved by the Superintendent to be eligible for tuition payment by the Board.

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 contract 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 their accumulated sick leave the difference between the amount of their regular take home pay and the amount that they received 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 their 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. Principals | 30 days |
| b. Director of Athletics and Student Activities | 30 days |
| c. 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

Administrators will earn a floating holiday for holidays that require work due to event coverage. The floating holiday may accumulate but must be used within the same school year.

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 a 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 2025-28 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 four (4) percent. In addition, administrators will be paid a longevity stipend based on 200 dollars for each year of their service as an administrator in any school unit, up to a total of 4000 dollars. An educational attainment stipend will be paid as follows: 750 dollars for those who have earned a second master's degree, CAS or CAGS, OR 1500 for those who have earned a doctorate degree 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

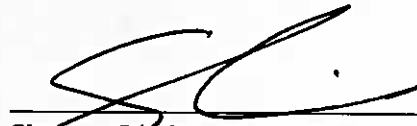
This Agreement shall be effective as of July 1, 2025 and shall be in effect until June 30, 2028. This Agreement shall not be extended orally and is expressly understood that it shall expire on the date Indicated.

FOR THE ASSOCIATION



Michael LeGage, Spokesperson

FOR THE BOARD OF EDUCATION



Shannon Lindstrom, Chair

DATED: 6/26/25

DATED: 6/26/25

Salary table for CBA schedule	For 2025-26 Contract Year				For 2026-27 Contract Year						For 2027-28 Contract Year					
	2025-26 Base Pay	Longevity Pay (Up to \$4k over 20yrs)	Education Attainment (2nd MS or CAS \$750, PhD or EdD \$1500)	Maximum Pay Opportunity	Base Pay Adjustment %	Base Pay Adjustment \$	Total Base Pay	Longevity Pay (maximum)	Education Attainment (maximum)	Maximum Pay Opportunity	Base Pay Adjustment %	Base Pay Adjustment \$	Total Base Pay	Longevity Pay (maximum)	Education Attainment (maximum)	Maximum Pay Opportunity
HS Principal	\$138,828	\$4,000	\$1,500	\$144,328	4%	\$5,553	\$144,381	\$4,000	\$1,500	\$149,881	4%	\$5,775	\$150,156	\$4,000	\$1,500	\$155,656
MS Principal	\$131,175	\$4,000	\$1,500	\$136,675	4%	\$5,247	\$136,422	\$4,000	\$1,500	\$141,922	4%	\$5,457	\$141,879	\$4,000	\$1,500	\$147,379
Intermediate Principal	\$136,448	\$4,000	\$1,500	\$141,948	4%	\$5,458	\$141,906	\$4,000	\$1,500	\$147,406	4%	\$5,676	\$147,582	\$4,000	\$1,500	\$153,082
Elementary Principal (average)	\$122,638	\$4,000	\$1,500	\$128,138	4%	\$4,906	\$127,544	\$4,000	\$1,500	\$133,044	4%	\$5,102	\$132,645	\$4,000	\$1,500	\$138,145
HS Asst Principal	\$111,500	\$4,000	\$1,500	\$117,000	4%	\$4,460	\$115,960	\$4,000	\$1,500	\$121,460	4%	\$4,638	\$120,598	\$4,000	\$1,500	\$126,098
MS AP	\$107,495	\$4,000	\$1,500	\$112,995	4%	\$4,300	\$111,795	\$4,000	\$1,500	\$117,295	4%	\$4,472	\$116,267	\$4,000	\$1,500	\$121,767
Intermediate AP	\$104,000	\$4,000	\$1,500	\$109,500	4%	\$4,160	\$108,160	\$4,000	\$1,500	\$113,660	4%	\$4,326	\$112,486	\$4,000	\$1,500	\$117,986
Dir. of Athletics/Activities	\$124,451	\$4,000	\$1,500	\$129,951	4%	\$4,978	\$129,429	\$4,000	\$1,500	\$134,929	4%	\$5,177	\$134,606	\$4,000	\$1,500	\$140,106

Note: Upon the retirement or resignation of a current administrator, the superintendent will determine the salary of all newly hired administrators consistent with the market for that position.