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AGREEMENT

between

THE SCARBOROUGH BOARD OF EDUCATION

and

THE SCARBOROUGH ADMINISTRATORS ASSOCIATION

July 1, 2006 - June 30, 2009

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3

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1 **ARTICLE 1 - RECOGNITION**

2
3 The Scarborough Board of Education (hereinafter the Board) recognizes the Scarborough
4 Administrators Association (hereinafter the Association) as the bargaining agent for a unit
5 consisting of Principals, Assistant Principals, and Athletic Director (hereinafter Administrators)
6 who have completed six (6) full months of continuous employment with the School Department.
7

8 **ARTICLE 2 - MANAGEMENT RIGHTS**

9
10 Except as specifically limited by an express written provision of this Agreement, all rights,
11 powers, discretion, authority and prerogatives are retained by and shall remain exclusively vested
12 in the Board, which may act through its Superintendent or designee when it so desires.
13

14 **ARTICLE 3 - ADMINISTRATOR RESPONSIBILITY**

15
16
17 **A. Duties**

18
19 During the term of this Agreement, the administrators shall faithfully perform their duties, as
20 determined by the Superintendent and as prescribed by existing job descriptions, which are
21 subject to review and revision by the Board.
22

23 **B. Certification**

24
25 Administrators shall at all times hold such certifications issued by the Maine Department of
26 Education as are required for their positions and shall at all times perform their assigned duties in
27 a professional manner and in accordance with all applicable statutes, policies, rules, and
28 regulations under the direction and to the satisfaction of the Superintendent and the Board.
29

30 **C. Exclusive Agreement**

31
32 This Agreement sets forth the entire terms and conditions of employment for administrators, and
33 all individual employment contracts shall be subject to and consistent with this Agreement. This
34 Agreement supersedes and replaces any such contracts or other Agreements, which as of this
35 date are agreed to be no longer of any force or effect.
36

37 **D. Professional Meetings**

38
39 Each administrator shall attend appropriate professional meetings at the local, state, and national
40 levels at the direction of or with the prior approval of the Superintendent. Any approved
41 expenses surrounding attendance at such meetings shall be paid by the Scarborough School
42 Department.
43
44
45

1 ARTICLE 4 - ADMINISTRATOR EMPLOYMENT

2
3 **A. Probationary Period**
4

5 All newly hired administrators shall be on probationary status for each of the first two (2) full
6 calendar years of employment from date of hire. During this period of time, administrators shall
7 exhibit their fitness for their position through their annual evaluation as prepared by the
8 Superintendent to the Board prior to achieving non-probationary status. Renewal of an
9 individual contract after each year of probationary employment shall be dependent upon the
10 recommendation of the Superintendent to the Board. A probationary administrator whose
11 contract is not to be renewed shall receive written notification from the Superintendent no later
12 than April 1 of the year in which the individual contract expires.
13

14 **B. Non-Renewal - Non-Probationary**
15

16 Following the successful completion of the two (2) years of probationary status, any
17 administrator whose subsequent non-probationary contract is not to be renewed shall receive
18 written notification, or written notification that the renewal status is uncertain from the
19 Superintendent no later than February 15 of the year before the contract expires.
20

21 **C. Termination**
22

23 The Board may terminate the individual contract of an administrator during its term for good and
24 sufficient cause and discharge the administrator from employment, provided that the
25 administrator has received prior written notice from the Superintendent of the Board's intent to
26 discharge and the reasons therefore. Upon written request, the administrator shall be entitled to a
27 hearing before the Board prior to discharge to provide the administrator with an opportunity to
28 discuss said reasons. The administrator shall have the right to be represented by an individual of
29 his/her choice.
30

31 **D. Legal Coverage**
32

33 Principals covered under this contract are also governed by 20A M.R.S.A. § 13303 and § 13304.
34

35 **E. Resignation**
36

37 Administrators shall refrain from submitting a resignation from July 31 through September 1
38 without at least sixty (60) days notice, except by mutual agreement of both parties.
39 Administrators shall provide at least thirty (30) days notice for resignations during the remainder
40 of the year.
41

42 **F. Layoff**
43

- 44 1. In the event the Board decides to eliminate positions, it shall meet and consult
45 with the Association relative to the impact of the layoff.
46

- 1 2. The administrators with the most qualifications and ability shall be retained.
- 2
- 3 3. The administrator whose position is to be eliminated shall receive written
- 4 notification of such decision at least ninety (90) days before the expiration of
- 5 his/her individual contract.
- 6
- 7 4. Administrators will be ranked by seniority within the following impact groups:
- 8 Principals, Assistant Principals, Athletic Director, in the event that seniority needs
- 9 to be considered. Seniority will be considered only when the ability and
- 10 qualifications of administrators to be laid off are equal.
- 11
- 12 5. Seniority is defined as years of full-time administrative experience as a member
- 13 of the bargaining unit. In the event that two or more administrators have an equal
- 14 number of years of experience within the bargaining unit, the tie will be broken
- 15 by adding years of full-time administrative experience within the Department, but
- 16 outside the bargaining unit, followed by years of full-time administrative
- 17 experience outside the Department.
- 18
- 19 6. Any administrator whose position is eliminated shall receive severance pay in the
- 20 amount of twenty-six hundred dollars (\$2,600). Should written notice not be
- 21 provided within the time limit agreed to, the administrator shall be entitled to an
- 22 amount equal to one-twelfth (1/12) of his/her annual salary rate for each month of
- 23 deficient notice in addition to the twenty-six hundred dollars (\$2,600).
- 24

25 **G. Recall**

26

- 27 1. Administrative Position
- 28

29 The administrator who is laid off will be given first consideration for any other

30 open administrative bargaining unit position for which the laid off administrator is

31 qualified before the open position is advertised outside the bargaining unit. First

32 consideration means the administrator must participate in the interview process in

33 force at the time of filling the vacancy.

34

- 35 2. Teaching Position
- 36

37 An administrator who is laid off will be given first consideration for a teaching

38 position should a vacancy exist for which the administrator is certified, qualified,

39 and suitable.

40

- 41 3. Former Position
- 42

43 The Board agrees to rehire the laid off administrator for the position from which

44 s/he was laid off if the position is reestablished within two (2) years from the date

45 the administrator was laid off.

46

1 **ARTICLE 5 - WORK YEAR**

2
3
4 All administrators shall be full year employees. The days to be worked in each case shall include
5 all days students and/or teachers are in attendance, except as permitted by the Superintendent in
6 writing.
7

8 **ARTICLE 6 - BENEFITS**

9
10 **A. Medical Insurance**

11
12 1. The Board shall contribute eighty (80) percent of the cost of coverage in the
13 health insurance program endorsed by the Board in the plan for which an
14 administrator is enrolled as determined by marital status and dependent children.
15

16 1. Plan

17
18 The Board agrees to pay up to the amount for which the employee is eligible
19 depending upon marital status and dependent status for a single, double, or full
20 family subscription for the current MEA Benefits Trust with the major medical
21 provision provided by Anthem Blue Cross/Blue Shield Choice Plus
22

23 2. Board Contribution

24
25 a. Individual Coverage

26
27 The maximum yearly rate that the Board will pay for health insurance shall not
28 exceed 80% of the cost of the Anthem Blue Cross/Blue Shield Choice Plus Plan
29 in which the employee enrolls as set forth below:
30

<u>2006-2009</u>	<u>Board Share</u>	<u>Employee Share</u>
Anthem BC/BS "Choice Plus	80%	20%

31
32
33
34
35 **B. Life Insurance**

36
37 The Board shall pay the premiums for the basic life insurance coverage (salary rounded
38 to the nearest \$1,000) under the Maine State Retirement System for group life and
39 accidental death and dismemberment insurance for each administrator pursuant to law.
40

41 **C. Dental Insurance**

42
43 The Board shall provide each administrator with single subscriber dental coverage in a
44 plan mutually endorsed by the Board and administrators.
45
46

1 **D. Long Term Disability Insurance**

2
3 The Board will provide long term disability insurance, which will compensate an
4 administrator sixty percent (60%) of his/her monthly salary after a waiting period of one
5 hundred eighty (180) calendar days. The administrator shall be prohibited from receiving
6 the benefits from the long term disability insurance and paid sick leave simultaneously.
7

8 **E. Short Term Disability Insurance**

9
10 The Board shall provide each administrator with Short Term Disability Insurance. The
11 administrator shall be prohibited from receiving the benefits from the short term
12 disability insurance and paid sick leave simultaneously.
13

14 **F. Section 125**

15
16 The Board agrees to provide a Section 125 Plan allowing employees to pay insurance
17 premiums, eligible medical expenses, child and elder care as permitted by law.
18

19 **G. Tax Sheltered Annuity**

20
21 The Board agrees to pay a sum of \$1,000.00 to a qualified annuity for any administrator
22 who elects not to enroll in the Scarborough health insurance. This payment shall be made
23 in quarterly installments beginning in October.
24

25 **H. Mileage Reimbursement**

26
27 Approved out of town travel shall be reimbursed at the maximum standard mileage rate
28 as set by Internal Revenue Service.
29

30 **I. Retirement**

31
32 Upon retirement under the guidelines of the Maine State Retirement System, after serving
33 the Department for a minimum of ten (10) consecutive years prior to retirement, the
34 Board shall pay said administrator, an amount equal to ten percent (10%) of his/her final
35 year's salary. Payment shall be made on the second pay period in July.
36

37 **J. Course Reimbursement**

38
39 1. Number of Credits Per Year

40
41 Administrators will be reimbursed for up to nine (9) university credits annually or
42 its equivalent in an approved program at the University of Southern Maine
43 graduate rate. Administrators, who wish to take an additional three (3) credits and
44 be reimbursed for those credits, must notify the Superintendent of their intention
45 prior to January 30 of the previous school year. Administrators matriculated in a

1 pre-approved graduate degree program will be reimbursed for credits beyond
2 twelve (12) only if they are required to take more during the school year.
3

4 2. Recertification Reimbursement
5

6 Successful completion of courses approved by the Superintendent which comply
7 with the requirements of the certification law but do not necessarily constitute a
8 university approved program will be reimbursed at the actual rate, not to exceed
9 the University of Southern Maine credit hour rate for each three (3) credits, once
10 in each five (5) year period.
11

12 3. Prior Approval Requirement
13

14 All courses must be approved prior to administrator registration by the
15 Superintendent on forms available at the Superintendent's Office. If said approval
16 is not procured, no reimbursement will be given.
17

18 4. Non University Approved Program
19

20 If courses are not taken on a university approved program, they must be approved
21 by the Superintendent to be eligible for reimbursement.
22

23 5. Textbooks
24

25 Full reimbursement will be paid for books for approved courses not found in the
26 professional library, with provision that the books be placed in the professional
27 library of the respective schools and/or areas.
28

29 6. Reimbursement Schedule
30

31 Reimbursement will be made on the first bill voucher that is presented on or after
32 February 15, July 1, and October 1, for eligible credits for which satisfactory
33 evidence is on file in the Superintendent's office.
34

35 7. Payment Upon Resignation
36

37 Administrators who resign at the end of the employment year in which courses
38 have been reimbursed, shall reimburse the Department half the cost of the
39 courses. If the administrator resigns during the summer months when school is
40 not in session, they shall not be reimbursed for any courses taken during the
41 summer, even if they had been approved.
42
43
44
45

1 **K. Professional Development**

2
3 The Board will provide up to five thousand dollars (\$5,000) annually for staff development.
4 These funds will be used for bargaining unit administrators to attend regional and/or national
5 conferences or institutes as approved by the Superintendent.
6

7 **ARTICLE 7 - PAID LEAVES OF ABSENCE**

8
9 **A. Sick Leave**

10
11 1. Accumulation

12
13 Each administrator shall be entitled to twenty-five (25) days of sick leave per year
14 cumulative to one hundred twenty (120) days. During an administrator's last year
15 of employment prior to retirement under Maine State Retirement Guidelines, the
16 administrator shall be entitled to one hundred twenty (120) days plus the twenty-
17 five (25) days for that contract year, for a total of one hundred forty-five (145)
18 days. However, at the point of retirement, only a maximum of one hundred
19 twenty (120) days shall be available to the administrator.
20

21 2. Work Injury

22
23 In cases of injury or illness covered under the Worker's Compensation Act, an
24 administrator will be paid from his/her accumulated sick leave the difference
25 between the amount of his/her regular take home pay and the amount that s/he
26 receives pursuant to Worker's Compensation. This difference shall be charged on
27 a prorata basis to the administrator's accumulated sick leave and will cease when
28 said administrator's accumulated sick leave is exhausted. In no case will an
29 administrator receive more than his/her regular compensation under both this sick
30 leave policy and the Worker's Compensation Act.
31

32 **B. Personal Leaves of Absence**

- 33
34 1. At the discretion of the Superintendent, an administrator may be granted up to two
35 (2) days paid leave for personal business that requires absence from duties.
36
37 2. Personal leave shall not be used for vacation or vacation like activities, nor shall it
38 be used to extend approved vacation.
39
40 3. Leaves taken pursuant to this section (B) shall be deducted from sick leave to
41 which the administrator is entitled.
42
43
44
45

1 **C. Vacation**

2
3 1. Available Days

4
5 Administrators shall have the following vacation days:

- 6
7 a. High school principal 25 days
8
9 b. Middle and intermediate school principals 30 days
10
11 c. Athletic director 35 days
12
13 d. All other principals and assistant principals 40 days
14
15

16 2. Scheduling and Carry Over

17
18 Vacation days shall be requested in writing and scheduled with the approval of
19 the Superintendent. These days shall be scheduled in advance when possible. If
20 the Superintendent does not approve vacation days which result in an
21 administrator not receiving all the vacation days listed herein, with the permission
22 of the Superintendent, up to five (5) of those days may be carried forward into the
23 next contract year. In no event will vacation days be paid if not used.
24

25 **D. Holidays**

- 26
27 1. New Year's Day 7. Labor Day
28 2. Martin Luther King Jr. Day 8. Columbus Day
29 3. Presidents Day 9. Veterans Day
30 4. Patriots Day 10. Thanksgiving Day
31 5. Memorial Day 11. Day after Thanksgiving
32 6. Fourth of July 12. Christmas Day
33

34 **E. Sabbatical Leave**

35
36 1. Minimum Service

37
38 A leave of up to one (1) year may be granted to an administrator by the Board for
39 further study or for other value to the school system either with or without pay,
40 subject to the following conditions:
41

- 42 a. The Administrator shall have completed at least seven (7) full continuous
43 school years of service in the Scarborough School Department before the
44 start of leave.
45

1 b. The Administrator makes written application to the Superintendent no
2 later than December 1 of the year before the leave is requested.

3
4 c. The Superintendent is able to find a suitable replacement.

5
6 2. Application Process

7
8 a. An outline of the benefits of the leave to the school department.

9
10 b. An agreement to return to the school department for a minimum of two (2)
11 years. Failure to do so will result in the forfeiture of all pay while on
12 leave.

13
14 3. Written Agreement

15
16 An Administrator who is granted a leave shall enter into a written agreement with
17 the Board which shall include the terms of the leave and the benefits to which the
18 administrator is entitled.

19
20 ARTICLE 8 - SALARIES

21
22 **A. Pay Periods**

23
24 The annual salary rates of all administrators covered by this Agreement are set forth in Schedule
25 A which is attached hereto and made a part hereof. All such salaries shall be paid in a twenty-six
26 (26) annual installment schedule.

27
28 **B. Initial Employment**

29
30 The Board reserves the right to set the annual salary rate for each new administrator at a level
31 other than specified in Schedule A for the initial year of employment.

32
33 **C. Interim Appointment**

34
35 If it becomes necessary to appoint an interim administrator, s/he shall be paid at the base rate of
36 the interim position or his/her own rate, whichever is higher. The salary referred to is for
37 Scarborough rates only.

38
39 ARTICLE 9 - EMBODIMENT OF AGREEMENT

40
41 This Agreement incorporates the entire understanding of the parties on all matters that were or
42 could have been the subject of negotiations, and for the duration of this Agreement, the
43 Association agrees that the Board shall not be obligated to negotiate with respect to any subject
44 or item whether contained herein or not.

1 ARTICLE 10 - SCOPE AND SEPARABILITY

2
3 Should any provision of this Agreement be found to be contrary to law, then such provision shall
4 be deemed null and void; however, all other provisions shall continue in full force and effect. At
5 such time either party may reopen negotiations over any such provision.
6

7
8 ARTICLE 11 - DURATION

9
10 This Agreement shall be effective as of July 1, 2006, and it shall expire on June 30, 2009.

11
12 Dated at Scarborough, Maine this 19th day of January, 2006.
13
14

15
16 FOR THE ADMINISTRATORS

FOR THE BOARD

17
18
19 
20 _____
21 JoAnne Sizemore, President


22 _____
23 Robert C. Mitchell, Chair

24
25
26 

1 APPENDIX A
2

3 SALARIES
4
5

A. Position	2006-2007	2007-2008	2008-2009
Primary Principals	\$67,343.00	\$69,364.00	\$71,445.00
Intermediate Principal	\$79,861.00	\$82,257.00	\$84,725.00
Intermediate Assistant Principal	\$66,222.00	\$68,208.00	\$70,255.00
Middle School Principal	\$79,861.00	\$82,257.00	\$84,725.00
Middle School Assistant Principal	\$67,920.00	\$69,958.00	\$72,057.00
High School Principal	\$86,587.00	\$89,185.00	\$91,860.00
High School Assistant Principal	\$69,806.00	\$71,900.00	\$74,057.00
Athletic Director	\$64,792.00	\$66,736.00	\$68,738.00

B. Experience

3-5 Years	\$1,030.00	\$1,061.00	\$1,093.00
6-8 Years	\$1,545.00	\$1,591.00	\$1,639.00
9-11 Years	\$2,060.00	\$2,122.00	\$2,186.00
12+ Years	\$2,575.00	\$2,652.00	\$2,732.00

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