

**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, 2021 – June 30, 2024**

*Approved by the Board of Directors at its June 24, 2021 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 1/260<sup>th</sup> of a Principal's salary.
- H. **"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 1<sup>st</sup> 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. WORK YEAR**

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 13 (thirteen) 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 (3) full days or its equivalent per year for personal leave. Such leave is to be used for the conduct of personal business.

#### **c. Court Duty**

Court appearances required in the performance of 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 1/260<sup>th</sup> 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 94% (ninety-four percent) of an individual plan, 94% (ninety-four percent) of an adult with child plan, and 94% (ninety-four 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 92% (ninety-two percent) of an individual plan, 92% (ninety-two percent) of adult with child plan, and 92% (ninety-two 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 % of provided health insurance costs that are above an annual 5% (five percent) increase for the year.

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 15<sup>th</sup> 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: 3.25%  
Year Two: 3.75%  
Year Three: 4.25%

Should there be a significant project for building construction or renovation, the building Principal will receive a stipend of \$1,500 each year, beginning the year prior to the beginning of construction.

**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.

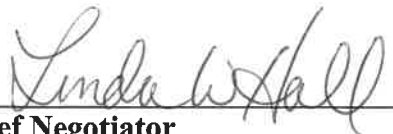
**H. LIFE INSURANCE**

Beginning in Year 2 of the contract, the Board shall purchase for Principals the life insurance policy available through the Maine Public Employees Retirement System at the 2X salary level.


**DURATION:**

This Agreement shall become effective on July 1, 2021 and shall continue in full force and effect with regard to language until June 30, 2024, 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**

  
\_\_\_\_\_  
**Chief Negotiator  
(Linda W. Hall)**

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

  
\_\_\_\_\_  
**Chief Negotiator  
(Richard Dedek II)**

**Schedule A: Principals Salary Index**

<b>2021-2022 (3.25%)</b>			
<b>Category</b>	<b>Range Floor</b>	<b>Range Ceiling</b>	<b>Difference</b>
<b>Assistant Principals</b>			
Cat I - Elem	\$87,573	\$103,944	\$16,371
Cat II - MS/HS	\$95,646	\$112,017	\$16,371
<b>Elementary Principals</b>			
Cat I - Smaller Elem	\$95,645	\$112,017	\$16,372
Cat II – Large Elem	\$103,828	\$120,205	\$16,376
<b>Secondary Principals</b>			
Cat III - MAMS	\$107,923	\$124,296	\$16,373
Cat IV - MTA	\$112,017	\$128,388	\$16,371
<b>2022-2023 (3.75%)</b>			
<b>Assistant Principals</b>			
Cat I - Elem	\$90,856	\$107,842	\$16,985
Cat II - MS/HS	\$99,232	\$116,218	\$16,985
<b>Elementary Principals</b>			
Cat I - Smaller Elem	\$99,231	\$116,218	\$16,986
Cat II – Large Elem	\$107,722	\$124,712	\$16,991
<b>Secondary Principals</b>			
Cat III - MAMS	\$111,970	\$128,958	\$16,987
Cat IV - MTA	\$116,218	\$133,203	\$16,985
<b>2023-2024 (4.25%)</b>			
<b>Assistant Principals</b>			
Cat I - Elem	\$94,718	\$112,425	\$17,707
Cat II - MS/HS	\$103,450	\$121,157	\$17,707
<b>Elementary Principals</b>			
Cat I - Smaller Elem	\$103,449	\$121,157	\$17,708
Cat II – Large Elem	\$112,300	\$130,013	\$17,713
<b>Secondary Principals</b>			
Cat III - MAMS	\$116,729	\$134,438	\$17,709
Cat IV - MTA	\$121,157	\$138,864	\$17,707

**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<sup>th</sup> (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**

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

**Side letter A**

In 2021-2022 the Principal of Williams-Cone School shall receive additional compensation equal to 1.25% of her 2021-2022 salary.

**Side Letter B**

The Joint Negotiations Committee shall form a committee to explore the feasibility of long term disability insurance for Principals.

**Side Letter C**

Prior to June 30, 2021 Principals may elect to convert up to ten days of unused vacation time to current per diem pay, carry over those days to 2021-2022, or any combination of the two. This is a one-time option.