2026 – 2029 Contract

July 1, 2026, to June 30, 2029

Between

Anytown School Committee

And

Anytown School Administrators' Association

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ARTICLE I

Recognition

The Anytown School Committee, hereafter referred to as the Committee, hereby recognizes the Anytown School Administrators' Association, hereafter referred to as the Association, as the exclusive representative for a bargaining unit composed of:

Full-time Principals
Full-time Assistant Principals
Part-time Principals or Assistant Principals who spend 50% or more of their day on administrative duties
Director of Career and Technical Education Center
Athletic Administrator
Special Services Director
Curriculum Director
Guidance Director
Adult Education Director
(Others?)

ARTICLE II
Negotiation Procedure

A. The Committee agrees to negotiate with the Association in accordance with the procedure set forth herein, to secure a successor agreement. Any Agreement so negotiated shall apply to all administrators as defined in ARTICLE I, be reduced in writing, be adopted by the Committee, and signed by the Committee and the Association. The parties hereto agree that the signed Agreement shall be accepted as written notice for collective bargaining in future fiscal years. Not later than 120 days prior to the conclusion of the fiscal year in the year of expiration of this agreement either party must notify the other of its intent to begin negotiating a successor agreement. Negotiations shall commence within ten working days of receipt of intent to negotiate by either party.

B. During negotiations, the Committee and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association, for inspection, all pertinent records, data, and information concerning the School District that are a matter of public record.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have the necessary power and authority to make proposals, consider proposals, and make counterproposals during negotiations.

D. The Committee agrees not to negotiate concerning said employees, in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III
Association Rights

A. The Association shall have the right to use school buildings for Association business during non-working hours with notification of the superintendent or designee.

B. The Committee agrees to furnish to the Association written and codified policies for the administration of the schools, including but not limited to: job descriptions, educational philosophy, operational procedures, and others as may be required by state and regional accrediting agencies.

C. The Committee agrees to furnish to the Association, in response to reasonable request, from time to time, all available information concerning the financial resources of the system, and such other information that assist the Association in developing constructive programs on behalf of the school system together with information which may be necessary for the Association to propose any grievance or complaints.

D. Whenever any representative of the Association or any administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.

ARTICLE IV
Personal Contracts

A. Term of Contract.
The Administrator shall be employed on a three-year basis, consistent with Maine law governing the employment of school administrators. Unless otherwise agreed in writing, this Agreement shall commence on July 1, 20__ and shall expire on June 30, 20__ (three years later).

B. Contract Renewal and Notification Process.
Any Administrator whose contract renewal status is uncertain or whose contract is not renewed shall receive timely written notification in accordance with Maine law. If an Administrator is notified by the Superintendent no later than March 1 of the second year of the contract that renewal status is uncertain, and the contract is not renewed, the Administrator shall receive final written notice of nonrenewal by March 1 of the third year of the contract. During the period following the initial notification of uncertain status, the Superintendent and Administrator shall collaboratively develop and implement an action plan for improvement. In

accordance with Title 20-A, §13303, the Board shall provide written notice of its decision to renew or not renew an Administrator's contract no later than March 1 of the year in which the contract expires, or April 1 if the Administrator has been employed for two years or less. The Board may renew the contract for a period not to exceed three (3) years. Any notice of nonrenewal shall be provided in writing, and upon written request by the Administrator (if employed for more than two years), the Board shall provide a written statement of the reasons for nonrenewal. Maine State Legislature

C. Annual Extension.
Unless written nonrenewal notice is provided as outlined above, this three-year contract shall be extended annually on the same terms and conditions, with the expiration date rolling forward one year at a time.

D. Continuing Effect.
By operation of this section and *Title 20-A, §13303*, failure by the Board to provide timely written notice of renewal or nonrenewal shall result in such extension of the contract as required by law and consistent with the Administrator's rights under statute. Maine State Legislature

E. Other Terms Unchanged.
Except as modified by written amendment, all other terms and conditions of this the contract shall remain in full force and effect during any annual extension.

1. Individual salary contracts shall be returned to the Superintendent no later than March 15. If negotiations are still in progress on March 1, the administrators will indicate in writing their intent to continue as administrators for the ensuing school year with the understanding that individual contracts shall be returned no later than fourteen (14) calendar days after issuance by the Committee. Individual contracts will be consistent with the terms of this agreement.

ARTICLE V
Administrator Responsibilities

A. The Administrator shall assume administrative responsibilities and instructional leadership, under the supervision of the Superintendent and in accordance with the Rules and Regulations of the Committee, for the planning and operation and evaluation of the school(s) to which the Administrator is assigned and the personnel assigned to such school(s).

B. Revisions of the written policies of the Committee will be distributed as soon as practicable to building Administrators to be added to the school system's policy book.

ARTICLE VI
Management Rights

Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing between the parties, the determination of educational policy, the operation and management of the schools and the control, supervision, and direction of the Administrators are vested exclusively in the Committee.

ARTICLE VII
Savings Clause

If any provision of this Agreement or any application thereof to any Administrator or group of Administrators is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE VIII
Cooperation

Administrators agree that, as administrative personnel responsible for the operation of their schools and the management of the school system, they shall always cooperate fully with the Superintendent or other representative(s) of the Committee as requested. Administrators shall advise and consult with the Superintendent and Committee regarding the evaluation of proposals under consideration or made during collective bargaining between the Committee and other bargaining units; may be invited but will not be required to participate actively in collective bargaining between the Committee and other bargaining units; shall cooperate in the processing, investigation and hearing of grievances; shall maintain the confidentiality of sensitive information; and shall cooperate fully with the Committee concerning all other activities involving the management of the Committee's collective bargaining contracts with other bargaining units.

ARTICLE IX
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 (1) that there has been to him or her, a violation or inequitable application of any of the provisions of this contract or (2) that he or she has been treated inequitably by reason of any act or condition which is contrary to established School Committee policy or practice governing or affecting employees, except that the term “grievance” shall not apply to any matter as to which the School Committee is without authority to act.

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 60 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) working days.

2. Level Two – School Committee

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 Committee.

b. The President shall, within three (3) days after receipt refer the appeal to the School Committee.

c. The School Committee shall, within ten (10) 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 Committee shall within three (3) 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.

3. Level Three – Impartial Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he/she may within three (3) days after the decision, or within six (6) days after the School Committee meeting, request in writing to the President of the Association that his grievance be submitted to arbitration.

b. The Association shall, within five (5) days after receipt of such request, if the Association formally determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the School Committee in writing.

c. The Chairman of the School Committee and President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select one.

d. The arbitrator selected shall confer with the representatives of the School Committee and the Association, shall review the record of the prior hearings, and shall hold further hearings with the aggrieved person and other parties in interest as they shall deem requisite.

e. The arbitrator shall, in accordance with Section 965 of the Municipal Public Employees Labor Relations Act, render his/her decision in writing to all parties in interest, setting forth his findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

f. The costs of the services of the arbitrator shall be borne equally by the School Committee and the Association.

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

1. Forms for filing and processing grievances, and other necessary documents shall be prepared by the Superintendent, with the approval of the Association, and made familiar through the Association President to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall <u>not</u> 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.

ARTICLE X
Benefits

A. Health Insurance
The Committee agrees to furnish all administrators with a health insurance plan as follows. An employee may choose to enroll in the MEA Standard Plan or the MEA Choice Plus Plan or an equivalent plan selected by the Committee. The Committee will make full payment of premiums up to and including the family plan as the administrator's circumstances warrant. The administrator will receive cash in lieu for any difference between the full family plan and the plan he/she selects.

B. Physical Exam
Administrators may have a routine physical examination on an annual basis at the expense of the Committee, such examination to be provided by a physician of the Administrator's choosing. Reimbursement shall be made to the Administrator in an amount not to exceed $150 for costs not covered by health insurance.

C. Retirement Health Insurance
Upon retirement and with a minimum of ten years employment with the Anytown School System, at least five years of which must have been as an administrator, the Committee will contribute up to $3,000 annually towards the retiree's health insurance costs.

D. Additional Insurance
1. Life Insurance
The Committee shall pay premiums for the basic life insurance coverage for two year's salary rounded to the nearest $1,000 under the Maine State Retirement System for group life and accidental death and dismemberment insurance for each administrator.

2. Dental Insurance
The committee shall provide each administrator with dental coverage as his/her marital and family circumstances warrant, in a plan mutually endorsed by the Committee and Association.

3. Long-term Disability Insurance
The Committee will provide long-term disability insurance, which will compensate an administrator sixty percent of his/her monthly salary after a waiting period of 180 calendar days. The administrator shall be prohibited from receiving the benefits from the long-term disability insurance and paid sick leave simultaneously.

E. Retirement Stipend
Upon retirement and with a minimum of ten years employment as an administrator in Anytown School System, the retiree will receive a retirement stipend equal to ten

percent of the last year's salary plus an additional two percent for every year of administrative service beyond the ten-year minimum.

ARTICLE XI
Sick Leave

A. Sick Leave

Each administrator shall be entitled to twenty (20) days of sick leave per year cumulative to one hundred fifty (150) days. During an administrator's last year of employment prior to retirement under Maine State Retirement Guidelines, the administrator shall be entitled up to one hundred fifty (150) days plus the twenty (20) days for that contract year, for a total of one hundred seventy (170) days if accumulated.

Work Injury

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

B. Family Sick Leave

An administrator may use up to twenty days of accumulated sick leave per year to care for a member of the administrator's immediate family (immediate family is defined to include parent, parent-in-law, step-parent, spouse, child, grandchild, bother, sister, domestic partner, or any relative residing within the house) whose illness requires the presence of the administrator.

C. Annual Unused Sick Leave

Each administrator may elect during July of each year the following option:

To receive $100.00 per day for any number of the twenty-five (25) allocated sick leave days not used in the previous year. The number of unused sick leave days applied toward the one-hundred-dollar rate shall not be counted as accumulative sick leave. Administrators may elect to receive this amount as a "lump sum" payment or added to salary for the contractual year. Upon retirement, all unused sick leave accumulated through Sections A and C, and not applied toward retirement credit will be paid to the administrator at the rate of $100 per day.

D. Sick Leave Bank

1. At the beginning of each school year any administrator may contribute one day of accumulated sick leave to a central bank if he/she has elected to join the bank.

2. Only administrators who have joined and contributed to the current school year are eligible to withdraw days from the bank.

3. Access to the sick leave bank is permitted only after individually accumulated-sick leave has been exhausted.

4. When an administrator wishes to withdraw leave, the request must be reviewed by a committee consisting of all administrators who have contributed to the bank. Decisions will be made by simple majority vote. The committee may grant up to 30 days leave for that current school year.

ARTICLE XII
Other Leaves

A. Bereavement Leave

In case of the death of a member of the immediate family of any employee, such employee shall be excused, without loss of pay, for an absence not to exceed five days either immediately following the death of the member of the immediate family or at such other time during the course of that school year as may be necessary to handle estate related matters. In case of death of a grandparent, daughter-in-law, son-in-law, bother-in-law, or sister-in-law whose funeral an employee attends, such employee shall be excused without loss of pay, for a period not to exceed three days. In case of death of a niece, nephew, aunt, uncle, or cousin whose funeral an employee attends, such employee shall be excused without loss of pay, for a period not to exceed one day. Step relationships are included in the definition of family.

In extenuating circumstances, at the discretion of the Superintendent, the five-, three-, and one-day periods set forth above may be extended without loss of pay.

B. Personal Leave

Up to five (5) days leave of absence per school year with pay for urgent personal or family matters, requiring absence during school hours, may be taken, and deducted from an Administrator's accumulated sick leave. The Superintendent may grant additional days in unusual circumstances.

Leave allowable under this Article shall not be accumulated beyond each school year.

C. Sabbatical Leave

1. At the discretion and approval of the Superintendent of Schools and the School Committee, a regularly employed administrator with a minimum of seven (7) years of service in the Anytown School District may be granted a one (1) year sabbatical leave to pursue an advanced program of studies.

2. An administrator on sabbatical leave shall be paid by the School Committee fifty (50%) percent of the salary rate which he/she would have received if on active duty.

3. Upon completion of this sabbatical leave, the administrator will be expected to return and administer for a minimum of two (2) years or to repay the proportionate amount to the Anytown School Department.

4. A one (1) year notice will be required of the administrator requesting sabbatical leave prior to April 1 of the year prior to the year of leave.

5. Upon return from sabbatical leave an administrator shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

D. Leave of Absence Without Pay
1. A leave of absence without pay may be granted by the School Committee.

2. A written application shall be submitted to the School Committee. The application shall indicate the purpose of the leave and its desired length.

3. The administrator may elect to participate in the District's insurance benefits at the administrator's expense. The payment terms shall be set forth in the written agreement between the School Committee and the administrator.

4. Upon return, the administrator will assume his/her proper salary scale and benefits as provided by the agreement. The administrator shall not accrue credit toward length of service or benefits including salary movement during the leave of absence without pay.

5. The conditions for the granting of a leave of absence without pay shall be reduced to writing and signed by the administrator and the School Committee.

ARTICLE XIII
Professional Development

A. Professional Credits
The committee agrees to pay directly and in advance an accredited institution of higher education at the current University of Maine System rate, up to nine (9) credits per school year. Course work must be budgeted for and approved by the Superintendent as relative to administrative growth.

B. Professional Growth
All administrators will be granted, as required, sufficient time for the attending of professional workshops, conventions, conferences, meetings, etc. and consequently make budgetary provisions for same including travel.

One-third of all administrators will be eligible to attend a relevant national conference each year under the conditions listed above.

Annual professional dues to the Maine Principals' Association and either NASSP or NAESP will be paid by the Committee. Any administrator selected as president-elect or president of the MPA will receive release time as reasonable to carryout said duties.

ARTICLE XIV
Work Year and Salary

A. Work Year

1. The work year for Administrators shall be 230 workdays for principals and high school assistant principals, and 220 days for middle school and elementary school assistant principals.

2. The work year shall consist of the ten workdays immediately preceding the beginning of the regular teacher work year, the ten workdays immediately following the close of the regular teacher work year, the 180 days teachers are required to work, and such additional days as necessary to fulfill the requirement of 230 or 220 days, respectively. Such additional days may be worked during the summer months or during school year vacation periods and shall include the legal holidays as days of work. Any additional days worked as required by the Committee shall include additional per diem payment based on that administrator's annual salary.

3. For this Agreement, the legal holidays shall be as follows:

   New Year's Day, January 1
   Martin Luther King, Jr. Day, the third Monday in January
   President's Day, the third Monday in February
   Patriots' Day, the third Monday in April
   Memorial Day, the last Monday in May
   Juneteenth, June 19
   Independence Day, July 4
   Labor Day, the first Monday in September
   Indigenous Peoples,' the second Monday in October
   Veterans' Day, November 11
   Thanksgiving Day and the following day
   Christmas Day, December 25

B. Salary Schedule
   (To be negotiated and inserted)

C. Payment of Salary
   Salaries shall be paid in twenty-six (26), biweekly, equal installments.

ARTICLE XV
Posting of Vacancies

A. If the School Committee decides to fill a vacant administrative position, the Superintendent shall notify, in writing, each administrator that a vacancy exists. Any interested administrator shall have seven (7) working days from the date that notification is sent to apply for the vacancy.

B. Applications from within the bargaining unit will be given careful consideration by the Superintendent. The Superintendent, after said consideration, has the right to open the vacancy to interested candidates outside of the bargaining unit. All mutually agreeable transfers within this bargaining unit will be approved by the School Committee.

C. The hiring decision of the Superintendent and the School Committee is non-grievable except if there is an allegation that the procedures (posting and careful consideration) in this Article were not followed.

ARTICLE XVI
New Administrative Positions

The Association agrees to admit into their bargaining unit any new administrative position that is recognized by the Committee through their requirement of that position to hold a recognized State Department of Education administrative certificate.

ARTICLE XVII
Resignations

An administrator may resign by submitting a written notice at least 30 days prior to the last day of employment to the Superintendent at any time except during the months of July, August, and September when termination shall be by mutual consent only.

ARTICLE XVIII
Reduction in Force

A. The needs of the Anytown School Department shall be the governing factor in terminating positions within the bargaining unit. However, where applicable, quality of performance and length of administrative service in the Anytown School Department will be given consideration.

B. The layoff of employees shall be effective after ninety (90) calendar days written notice. Laid off employees shall have the right to a vacancy in a teaching position for which they are certified after the terms and conditions of the teachers' Collective Bargaining Agreement have been satisfied. Laid off employees who fill the vacant

position shall be incorporated in and covered by the teacher bargaining unit consistent with the terms of the Collective Bargaining Agreement for the unit.

ARTICLE XIX
Administrator Evaluation

A. The Committee and the Association agree to meet and consult regarding areas of administrator evaluation.

B. By April 1 of each school year, the appropriate immediate supervisor shall confer with each administrator to review and document the administrator's effectiveness. Prior to June 30, the supervisor will present his/her final written evaluation to the administrator.

C. Prior to August 1 of each school year, each administrator shall submit his/her goals and objectives to his/her immediate supervisor. The supervisor shall promptly meet with the administrator to discuss, review, and approve the administrator's goals and objectives for the upcoming school year.

ARTICLE XX
Protection of Administration

A. Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

B. Administrators may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

C. The School Committee shall give full support to the administrator for any assault both physical and non-physical, upon the administrator while acting in the appropriate discharge of his/her duties.

D. Administrators shall not forfeit any sick leave and/or personal leave for absences which may arise out of an assault both physical and non-physical upon said administrator in the appropriate discharge of his/her duties.

E. Administrators shall immediately report cases of assault, both physical and non-physical, suffered by them in connection with their employment to their immediate superior who shall comply with any reasonable request from the administrator for information relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the administrator, the police, and the courts.

ARTICLE XXI
Duration of Agreement

A. This agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2026.

B. This agreement shall not be extended orally and is expressly understood that it shall expire on the date indicated.

C. The Committee agrees to recognize the Association as bargaining agent for the administrators for the purpose of negotiating a successor Agreement.

D. In witness whereof the parties hereunto have caused this agreement to be signed.

ANYTOWN SCHOOL ADMINISTRATORS' ASSOCIATION

By_____
Its President

ANYTOWN SCHOOL COMMITTEE

By_____
Its Chair

By_____
Superintendent of Schools

By_____ _____ _____
Negotiating Team