

ADMINISTRATION COMPENSATION PLAN - REGULATION

The following COMPENSATION PLAN is presented to the BERLIN BROTHERSVALLEY SCHOOL BOARD "EMPLOYER" by the BERLIN BROTHERSVALLEY SCHOOL ADMINISTRATORS "ADMINISTRATOR." "Administrator" shall mean any employee of the school entity below the rank of district superintendent, executive director, assistant district superintendent or assistant executive director, but including the rank of first level supervisor, who by virtue of assigned duties is not in a bargaining unit of public employees as created under the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act." Included in this group shall be all principals, assistant principals, and Special Education Directors.

WHEREAS, the parties hereto have MET AND DISCUSSED pursuant to Section 1164 of the school code. **WHEREAS**, the parties have reached a certain understanding through MEET AND DISCUSS which they desire to reduce to writing.

WORK YEAR AND WORKING HOURS

- A. The normal work year for the Building Principals shall consist of two hundred sixty (260) days. The normal work year for the Supervisor of Special Education shall be one hundred ninety-eight (198) days.
- B. The normal school workday shall consist of seven and one-half (7 ½) hours excluding lunch, however, it is expected that school administrators will work the number of hours needed to complete the job in a satisfactory manner. Evening responsibilities are to be expected.
- C. Building Principals (12-month) will receive twenty (20) vacation days per year that are not accumulative. Half of the vacation time must be taken while students are not in school. During the school year, days when school is not in session will not be deducted from administrator's vacation time. July 4 will be considered a holiday. Vacation days will run July 1 - June 30. The Supervisor of Special Education (10-month) will not be entitled to vacation days as listed above.
- D. The administrator's unused vacation days may be reimbursed to the employee at the per diem rate. Payment will be made on June 28 of each year. All scheduled and unused vacation days must be determined by June 19 and used by June 30 of each year.

SERVICE

- A. Administrators submitting a letter of retirement during the school year will be paid a lump sum equal to five hundred (\$500.00) per year of professional service to the district upon retirement. Said payment will be made as a non-elective employer contribution into the employee's 403b account. In the event that the administrator would die while in service to the school district, the accrued retirement benefit will be paid to the designated beneficiaries 403b account. There shall be no cash option.
- B. Upon retirement or leaving the district fifty dollars (\$50.00) per day will be paid for a maximum of 200 days accumulated unused sick leave to be paid upon retirement or death. Said payment will be made as a non-elective employer contribution into the employee's 403b account. In the event that the administrator would die while in service to the school district the accrued retirement benefit will be paid to the designated beneficiaries 403b account. There shall be no cash option.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Employer encourages administrators to remain current and knowledgeable of developments in education. Administrators will be required to attend at least one (1) educational conference per school year. Total expenses will be paid by the Employer. Conferences must be pre-approved by the Employer.
- B. The employer will pay the annual fees necessary for the administrator's participation in two (2) professional organization of his choice up to \$750.00.
- C. Administrators earning a doctorate degree while in service to the district will have \$1,500 added to their base salaries in the year the doctorate is earned.

- D. Administrators will receive five hundred dollars (\$500.00) for each graduate credit completed as administrators in the district. Proof of payment for the credits taken is required. Only if the cost of the credits equals or exceeds \$500.00 per credit will this provision apply. If the cost of the credits is less than \$500.00 per credit, only the actual cost of the credit will be paid to the employee.
- E. To qualify for payments, administrators must enroll in a graduate course and file a pre-approval application prior to the beginning of the course. A transcript or certification and proof of payment from a college or university must be presented to the superintendent upon completion of the course.
- F. Credit payments will be paid October 14, February 14, and June 14 of each school year to individuals employed in the district. Transcripts or certification must be presented by October 1, February 1, and June 1 for credit payment.
- G. Not more than twelve (12) credit hours shall qualify for payment in any one (1) year. Excess credits earned may be carried to the next school year for payment consideration.
- H. Although graduate courses qualify for reimbursement, the Employer reserves the right to waive the graduate course requirements.

LEAVES

- A. On July 1 of each fiscal year, each administrator shall be credited with a twelve (12) day sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation. Written notice of accumulated sick leave shall be given to each administrator at the beginning of each school year.
- B. Administrators shall be entitled to use their current allotment of sick days for absence due to illness of members in the immediate family. Definition of family shall include: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or relative who resides in the same household, or any person with whom the employee has made his/her home. Such days will be deducted from sick leave.
- C. On the opening of the school year, each administrator shall be credited with two (2) days to be used for such administrator's personal use. An administrator planning to use a personal leave day shall notify the superintendent at least two (2) days in advance, except in case of emergency. Unused personal leave for any year may be accumulated from year to year up to a maximum of five (5) days. Any unused personal days beyond five (5) will be converted to sick days and accumulated as such.
- D. An administrator called for jury duty shall be compensated for the difference between his pay as an employee and the pay received by such employee for the performance of jury duty.
- E. RETIREMENT INCENTIVE - Upon written notification of retirement by an employee prior to May of the year of retirement, said employee shall be provided the following incentive for retirement. To qualify for this benefit, the employee shall have at least (10) years service in the Berlin Brothersvalley School District and thirty (30) years of credited service in Pennsylvania Public School Employees Retirement System.
 - 1. Retiring employees shall receive a one-time payment of \$12,500 if retiring the first year eligible upon obtaining thirty (30) years of credit in the Pennsylvania Public School Employees System. This payment shall be reduced by \$2,500 (20%) per year thereafter. This payment shall be made with the last pay to the employee, provided such last pay is made to the employee after the effective date of the employee's retirement. Otherwise, the payment shall be made within two (2) weeks after the effective day of the employee's retirement as a non-elective employer contribution into the employee's 403b account. There shall be no cash option.
- F. LEGAL SUMMONS - There will be no loss of pay for obeying a summons if the summons is due to no fault of the administrator or if it is not a result of employment outside of the administrative position.

In addition, leave of absence without loss of pay shall not apply to employee initiated civil suits.

- G. DEATH IN THE IMMEDIATE FAMILY - The immediate family shall be defined as father, mother, brother, sister,

son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, grandchild, or relative who resides in the same household, or any person with whom the employee has made his home. Absence may not be in excess of three (3) days.

- H. DEATH OF A NEAR RELATIVE - A near relative may be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. An administrator may be absent, with pay, on the day of funeral.
- I. EXTENSION OF LEAVE - The Employer may at its discretion extend the period of bereavement leave with or without pay.
- J. In the event an administrator is assaulted while acting in the discharge of his duties within the scope of employment, time needed for recovery will not be deducted from sick leave. A doctor's statement shall be used in deciding the extent of recovery time, but not to exceed one school year.
- K. LEAVE WITHOUT PAY - Under the provisions established at your hiring there are no instances that permit such leave and the practice is discouraged. However, requests are considered on an individual need basis.
- L. FAMILY MEDICAL LEAVE - The Board shall grant leaves of absence pursuant to the Family Medical Leave Act as outlined in Board Policy.

SABBATICAL LEAVE

The Berlin Brothersvalley School District shall follow the regulations as stated in Sections 1166, 1167, 1168, 1169, 1170, and 1171 of the Pennsylvania School Code of 1949 and Act 66 of 1996 when considering requests for sabbatical leaves of absence.

Section 1171 grants the board of school directors the right to make such regulations, as they may deem necessary to make sure that employees on leave shall utilize such leave properly for the purpose for which it was granted.

THEREFORE, the Berlin Brothersvalley School Board hereby establishes the following regulations:

- A. GENERAL (shall apply to all requests)
 - 1. Written application must be submitted to the Berlin Brothersvalley School Board stating the reason for the leave, the length of the leave, and the proposed beginning and ending date of the leave.
 - 2. For a leave to start at the beginning of the first semester, the request must be submitted to the Superintendent on or before May 1.

For a leave to start at the beginning of the second semester, the request must be submitted to the Superintendent before September 1.
 - 3. The above time schedule may be waived by the Board on requests for sabbatical leave or absence for restoration of health if the health condition was caused by unforeseen circumstances.
 - 4. Employees on sabbatical leave shall accumulate sick leave.
 - 5. Leaves must meet all requirements of Act 66 of 1996.
- B. SABBATICAL LEAVE FOR RESTORATION OF HEALTH
 - 1. A statement signed by a physician must accompany a request for a leave for restoration of health. This statement must contain the nature of the illness or disability and also must state that the employee is unable to perform his or her duties because of this illness or disability.
 - 2. The Board shall require any employee who has been on a sabbatical leave for the restoration of health to

submit a statement from his or her physician before returning to work stating that he or she is capable of resuming his or her duties.

C. SABBATICAL LEAVE FOR PROFESSIONAL DEVELOPMENT

1. A written request must be submitted in accordance to General Provisions as stated in Section A. The request must contain the following information:
 - a. Name of college or university in which enrollment is anticipated.
 - b. Dates of attendance (beginning and ending dates.)
 - c. Tentative program studies may be at least nine (9) graduate credits, twelve (12) undergraduate credits or 180 hours of professional development instruction.
 - d. Meet all requirements of Act 77 of 1996 and be directly related to the professional responsibilities as determined by the board.

WORKMAN'S COMPENSATION

An administrator must report all accidents that happen at work to the Superintendent immediately after such occurrence so that he will be eligible to receive any benefits entitled under Pennsylvania Worker's Compensation Act.

The Employer reserves the right to designate a doctor for the purpose of a physical examination to determine if the workman's compensation claim is justified.

INSURANCE BENEFITS

- A. The Employer shall make available and pay the full premium for full individual PPO Blue Basic Plan (as provided in the current BBEA agreement), or equal, plus the additional premium to pay the full dependent family PPO Blue Basic Plan (as provided in the current BBEA agreement). The administrator may elect the option not to have the school district pay his/her health insurance and in lieu of such insurance, shall be compensated \$3,000. The administrator if he has opted out of the insurance may return and obtain the benefit for good cause. The \$3,000 compensation shall be pro-rated on a monthly basis and shall not be considered part of the permanent salary. This provision is intended to be in accordance with and to meet all requirements of the provisions of Section 125 of the Internal Revenue Code as amended. Said insurances are subject to the rules, regulations and operating procedures of the insurance carrier(s).

An Administrator may opt to upgrade to the PPO Blue Buy-up plan (as provided in the current BBEA Agreement). The difference between the PPO Blue Plan Basic and the PPO Blue Buy-up plan (as provided in the current BBEA Agreement) will be at the Administrators expense.

- B. The Employer shall make available and pay full premium for family vision care, to be determined by the Employer.
- C. The Employer shall make available and pay full premium for a dental insurance plan, full family coverage, to be determined by the Employer.
- D. A one hundred thousand dollar (\$100,000.00) Group life insurance policy will be provided to administrators with total premiums paid by the employer subject to terms and conditions of the insurer.

E. RETIREES' HEALTH OPTION –

Medical insurance offered according to Act 110 as amended by Act 43 will be offered to any employee retiring from the Berlin Brothersvalley School District according to the following stipulations:

1. Retirement with 30 years of service, or
Retirement with 1 or more years of service on or after age 62 years, or
Retirement under a PSERS disability retirement.
2. The total cost of the insurance premiums must be paid to the Berlin Brothersvalley School District Business Office or the District's designee by the last day of the month preceding coverage. Payment must be in the form of a check or money order.
3. Coverage will be permitted only to the age of availability of government supported medical coverage, similar to Medicare and Medicaid which are in effect at the time of the adoption of this policy; and in no circumstances will coverage be provided over the age of 65.

TERM OF AGREEMENT

- A. The term of this agreement shall begin on July 1, 2014 and shall continue in full force and effect until June 30, 2017.
- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as such employee may have under the "Public School Code of 1949" of the Commonwealth of Pennsylvania, as amended, or other applicable laws and regulations.
- C. If any provision of this Agreement is found to be contrary to law then such provision shall not be deemed valid, except to the extent permitted by law; but all other provisions or applications of this agreement shall continue in full force and effect.

SALARY AND MONETARY PROVISIONS

- A. The parties hereto do hereby agree that the wages and salaries to be paid under this COMPENSATION PLAN are accurately set forth and shall remain in full force and effect for the term of this PLAN.

	2013-14(existing)	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>
Martin Mudry, Elem/MS Principal	\$82,600	\$84,450	\$86,300	\$88,150
Maria Murphy, Supervisor of Special Education	\$71,000	\$72,850	\$74,700	\$76,550
Brian Thompson, HS Principal 2014-15 will be pro-rated for 198/260 days		\$74,000	\$75,850	\$77,700

- B. The above salary schedule would be based upon a satisfactory rating for the individual involved. The Board reserves the right to decrease the salary adjustment for individuals with a less than satisfactory or lower rating. The Board also reserves the right to increase the salary adjustments for individuals who are rated commendable or outstanding.
- C. The administrators' salary shall be divided into twenty-four (24) equal installments each year, payable on the 14th and 28th of each calendar month. In the event that payday falls on a holiday, Saturday or Sunday, employees shall be paid on the last school day before such holiday, Saturday or Sunday.
- D.
 1. The contract will be for 3 years; July 1, 2014 through June 30, 2017.
 2. The superintendent will evaluate each administrator using the performance evaluation plan agreed upon by the administration and the board of directors. Evaluations will be completed by May 31 of each year with intermittent conferences regarding performance throughout the year.
 3. Specific criteria for evaluation will include a superintendent's evaluation of each principal's performance to include elaboration on identified strengths and weaknesses. This report shall include positive accomplishments as well as areas to be improved. Any increase to the administrator's salary shall become a permanent addition to the administrator's salary.
- E. Administrators required in the course of their work to drive personal automobiles for field trips or other business of

