# SOUTH FAYETTE TOWNSHIP SCHOOL DISTRICT

# **ACT 93 ADMINISTRATIVE AGREEMENT**

July 1, 2013

through

June 30, 2016

# SOUTH FAYETTE TOWNSHIP SCHOOL ACT 93 ADMINISTRATIVE AGREEMENT

July 1, 2013 - June 30, 2016

The administrative team of the South Fayette Township School District must possess a unique set of attitudes, leadership skills, managerial qualities and abilities to put theory into practice. They must be committed to "developing each student's full academic potential by providing high quality educational opportunities in a caring, safe, positive environment." They must be dedicated to the continuous improvement of education of children in the South Fayette Township School District and better meeting the needs of the community. All administrative positions require a commitment of time, effort, and enthusiasm. The success of each administrator, as well as the team, is measured in the results of the application of these unique skills to the overall operation of the educational programs in our schools.

Although there is a clear focus on the function of the principals, director of pupil personnel and school psychologist as members of the leadership team, it must be recognized that it is the utilization of each administrator's ability and creativity that produces the expected educational growth at each level. In order to encourage high expectations and promote a drive for excellence, there must be a method of evaluation and compensation that addresses this philosophy which is shared by the Superintendent and Board of School Directors, as well as members of the Leadership.

# **ARTICLE I - TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2013 and shall remain in full force and effect until June 30, 2016.

Modifications to this Agreement which are mutually desired by the Board and Administrators shall be put into writing and provided to all concerned.

Administrators covered by this Agreement will have a 12-month contract with 20 days vacation.

#### **ARTICLE II -FRINGE BENEFITS**

## Section 1 - Health Insurance

As per negotiated teacher contract.

Administrators will contribute to Health Insurance per the Health Care Contribution Tables

(Article IV Section B) of the Professional Agreement between the Board of Education and the South Fayette Education Association.

#### Section 2 - Dental

As per negotiated teacher contract.

#### Section 3 - Vision Care

As per negotiated teacher contract.

# Section 4 - Physical Exam

The School District will pay the cost of an annual physical examination, up to a maximum of \$50.00 per Administrator, upon receipt of examination results from the examining physician in the event that the medical insurance does not cover it.

# Section 5 - Insurance

- A. For each member of the administrative group, the School District will pay the full cost of a disability income protection plan, which shall provide the following: (This may only be used in the event that the employee's sick days have been exhausted.)
  - 1. Monthly income of least 60% of their monthly income
  - 30 calendar days waiting period
  - 3. Maximum of two (2) years benefits
- B. For each member of the administrative group, the School District will pay the full cost; of term life insurance, provided that the Administrator is deemed insurable by the carrier at standard premium rates, in the amount of the Administrator's salary for each given school year. This policy shall contain (1) Double indemnity clauses for accidental death, (2) Dismemberment Provisions, (3) Extended insurance provisions and conversions as permitted by the insurance carrier.
- C. Liability Insurance For each member of the administrative group, the School District will pay the full cost of public liability insurance in the amount of \$1,000,000.00.

# Section 6 - Tuition Reimbursement

The School District will provide 90% cost of tuition for graduate study. The Administrator's course of study must be at an approved college or university, be

approved in advance by the Superintendent and Board and be beneficial to the school district.

## Section 7 - Sick Days

Each Administrator will be entitled to 12 sick days per year. Any member of the administrative group called for jury duty shall be paid the difference between compensation received by the Administrator for jury duty and their salary.

#### Section 8 - Bereavement Leave

As per negotiated teacher contract.

# Section 9 - Personal Days

As per negotiated teacher contract.

### Section 10 - Professional Membership

Each Administrator is entitled to receive reimbursement for the reasonable cost of their professional membership in the Elementary Principal, Middle School Principal, High School Principal or School Psychologist Association. Membership in other organizations must be approved by the Superintendent and included in the annual budget.

# Section 11 - Mileage Reimbursement

Administrators will be reimbursed at the Internal Revenue Service (IRS) approved rate for business travel where the Superintendent grants approval for the activity involved.

#### Section 12 - Terminal Leave Payment

A. The School District will reimburse a professional Administrator for unused sick days. The payment will be made at retirement from the Public School Retirement System, provided that the administrator's last full time employment immediately before retirement was with the South Fayette Township School District. To be eligible for reimbursement for unused sick days, at least 10 years of service must have been in the South Fayette Township School District. Because of budgeting purposes, sixty (60) days notice must be given to receive payment for unused sick days.

- B. The District shall make a non-elective employer contribution to the retiring administrator's 403(b) retirement program in an amount equal to 50% of the Administrator's per diem pay for each unused sick day.
- C. Terminal leave payment will be limited to a maximum of 100 days.
- D. If the District's contribution causes the employee's account to exceed the Section 415(c) contribution limitation for the year, then any excess over that limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to employee has been contributed as non-elective employer contributions. The District shall make no contributions under this provision in any calendar year that begins after the fifth year following the year in which the employee's severance from service with the District.

# Section 13 - Retirement Program

Administrators who retire and are at least 50 years of age and have at least 10 years of service in the South Fayette Township School District shall be entitled to the following benefit upon retirement from the Pennsylvania Public Schools Retirement System:

- A. Employee and spouse health coverage to age 65 or effective date of Medicare, but in no event for more than ten (10) years following retirement from the Public School Employee Retirement System. The District shall not be required to provide such coverage if the retired employee is covered by an employer sponsored program.
- B. Because of budgeting purposes, four month's notice must be given.
- C. Additional retirement incentives/benefits may be provided by the Board on an individual basis.

# Section 14 - Inclusion Provision

All Administrators will continue to receive all other fringe benefits granted the teachers' bargaining group in the South Fayette Township School District, unless otherwise provided for in this Agreement, and will be included in future benefits granted said group.

# Section 15 - Administrative Compensation and Evaluation

A. Compensation for the currently employed Principals, Assistant Principals, Director of Pupil Personnel and School Psychologist for the 2013-2014 school year will be predicated upon a year end (2012-2013) evaluation of "excellent" or better. Salaries for the 2012-2013 school year are as follows:

i.	Dr. Nanci Sullivan Director of Pupil Personnel	\$124,338.00
ii.	Scott Milburn, High School Principal	\$104,567.00
iii.	Aaron Skrbin, Assistant High School Principal	\$ 90,984.00
iv.	David Deramo, Middle School Principal	\$104,101.00
V.	Thomas Kaminski Assistant Middle School Principal	\$ 74,340.00
vi.	Greg Wensell Intermediate Elementary Principal	\$ 97,055.00
vii.	Laurie Gray Primary Elementary School Principal	\$102,366.00
viii.	Gretchen Tucci, Assistant Director of Pupil Personnel/School Psychologist	\$ 71,294.00
ix.	Conchetta Bell, School Psychologist	\$ 46,280.00

Administrators who fail to receive an "excellent" rating for 2012-2013 will receive no salary increase.

B. An increment equal to the "unadjusted percentage change" for the previous 12 months in the Consumer Price Index (CPI-U) - U.S. City Average ("Cost of Living Increase") issued in June of the previous year, and not less than 3.25% nor exceeding 3.75%, will be added to the Administrator's salary annually for the school year 2008-2009 and subsequent years of the agreement pending an overall "excellent" rating by the Superintendent using the Administrator's Evaluation Instrument and evaluation of Goals and Objective. Any overall rating of less than "excellent" will result in no salary increase.

The salaries identified in this Agreement are specific to the individual, not the position. As current positions are filled by different individuals or

- new positions are identified, salaries for the individuals associated with the positions will be determined on a case by case basis.
- C. The Superintendent will conduct a performance assessment of the Administrators and meet individually with them to discuss the findings. The performance assessment shall be used for the following purposes among others that the Board and Superintendent may decide from time to time.
  - i. To strengthen the working relationship between the Board and Administration and to clarify for the administrative staff and individual members of the Board the responsibilities the Board relies on the administrators to fulfill:
  - ii. To discuss and establish goals and objectives for the ensuing year;
  - iii. To establish the basis for possible incremental adjustments in the annual salary rate for administrators;
  - iv. To establish the propriety and amount of any year end bonus;
  - v. To assess administrator's individual performance and the District's performance during the past year; and
  - vi. To establish the basis for continuance of the services provided by administrators.
- D. If an Administrator earns a "needs improvement" or "unsatisfactory" rating, the Superintendent will meet with the Administrator to develop a plan for improvement and will monitor his/her performance with feedback monthly.
- E. If an Administrator receives two consecutive "unsatisfactory" ratings, the Superintendent will recommend termination to the Board of School Directors under provisions set forth in the School Code of 1949.
- F. If an Administrator violates section 24 PS 11-1122 of the School Code of 1949, the Superintendent will recommend termination to the Board of School Directors. As per School Code, in addition to "Section 15, Part E" of the contract, cause for termination of a contract with a professional employee shall be immorality; incompetency; intemperance; cruelty; persistent negligence in the performance of duties; willful neglect of

duties; physical or mental disability as documented by competent medical evidence, which after reasonable accommodation of such disability as required by law substantially interferes with the employee's ability to perform the essential functions of their employment; advocation of or participating in un-American or subversive doctrines; conviction of felony or acceptance of a guilty plea or nolo contendere therefor; persistent and willful violation of or failure to comply with school laws of this Commonwealth (including official directives and established policy of the board of directors) and conviction of an offense enumerated under School Code Sections 111(e) or 527

under Sphool Code Section	ns 111(e) or 527.
President, Board of School Directors	Dr. Nanci Sullivan Director of Pupil Personnel
Rysekia Leisler	Scott Milburn, High School Principal
	Auron Skybin, Assistant High School Principal
	David Deramo, Middle School Principal
	Thomas D. Kaynenshi
	Assistant Middle School Principal
	Greg Wensell Intermediate Elementary Principal
	Laurie Gray Primary Elementary School Principal
	Greechen Tucci, Asst. Director of Pupil Personnel/School Psychologist
	Conchetta Bell, School Psychologist

Dated: March 26 , 2013