

THIS AGREEMENT entered into this 1ST day of **July 1, 2014 until June 30, 2016**, by and between the Board of School Directors of the Spring-Ford Area School District (hereinafter called the "Board"), and the Spring-Ford Principals and Administrators Association (hereinafter called the "Association").

ARTICLE I – RECOGNITION & DEFINITIONS

SECTION A

“Administrative compensation” shall mean administrator salaries and fringe benefits.

“School administrator” shall mean any employee of the school entity below the rank of district superintendent, executive director, director of vocational-technical school, 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.” However, this definition shall not apply to anyone who has the duties and responsibilities of the position of business manager or personnel director, but not to include principals.

The term "Board" when used in this Agreement shall refer to the legally elected representatives of the School District.

SECTION B

The Board agrees not to meet and discuss with any administrators' organization other than the Association for the duration of this Agreement, unless required to do so under law, pursuant to PLRB or court directive. Nothing contained herein shall be construed to prevent any individual principal or supervisor from presenting a grievance or having the grievance adjusted with the Board without the intervention of the Association, if the adjustment is inconsistent with the terms of this Agreement. Nothing contained herein, however, shall grant any rights to the grievant to arbitrate the matter in accordance with any provision of law. The Board of School Directors shall be the final arbitrator of any grievances pursuant to this Agreement.

SECTION C

If any clause, sentence, paragraph, or part of the Agreement, or the application thereof to any person(s) or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of the Agreement and the application of such provision to other person(s) to circumstances where such other person(s) or circumstances are clearly not affected by the judgment, and shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

SECTION D

In the event that the Spring-Ford Education Association or any other employee group in the District, other than the Superintendent, Assistant Superintendent, Business Manager, or Human Resources Director, negotiates or receives, at any time during the term of the current Compensation Plan pursuant to Section 11-1164 of the School Code, a benefit that exceeds the benefit extended to the administrators pursuant to this Compensation Plan, the same benefit or the equivalent shall be extended to the administrators as part of this Compensation Plan pursuant to Section 11-1164 of the School Code. If the parties disagree on the application of this most favored nations clause, it is agreed that the issues shall be unilaterally determined by the Board of School Directors of the Spring-Ford Area School District. The Board shall be singularly authorized to decide whether another Bargaining Unit or employee group has received a greater or more favorable benefit than the administrators pursuant to this Compensation Plan. This provision shall not apply to Article II; Section A Salary; Article III, Section D Benefits for Sick Leave; and Article IV, Section D Health Benefits.

ARTICLE II - SALARY

SECTION A

The salary increase for the **duration of this Agreement** shall be based upon performance (based on 2% of **overall payroll for employees covered by the Act 93 Agreement**). *Refer to Appendix A for further information about Administrator Evaluations.*)

New employees hired to the position shall be hired at a rate set by the Superintendent, which may be higher or lower than the incumbent Administrative salary for the position, based upon qualifications and experience of the new employee.

SECTION B

Annually, after July 1st of the new fiscal year, each employee represented by the Association shall receive a one thousand dollar (\$1,000) merit pay based on the results of the goals established annually by the Leadership Team and the Superintendent. This merit pay is compensation that is paid as a one-time payment not reflected in the annual salary rate.

The annual salary increment for a given fiscal year for individual positions covered by this Agreement shall not be payable to and shall be forfeited permanently by any employee represented by the Association who receives a final unsatisfactory rating during the preceding fiscal year as determined by the Superintendent.

ARTICLE III – LEAVE

SECTION A - VACATION

Each employee represented by the Association shall receive twenty (20) paid vacation days per year. Vacation days may be taken during the school year while students are in school, only with prior approval of the Superintendent. **Employees have 15 months to utilize their yearly allotment of vacation days. Vacation days from the prior school year that have not been used by October 31 will be removed from the employee's vacation allotment.**

Any employee represented by the Association who resigns or retires from his/her position before the end of the year shall be credited with vacation earnings for the year proportionate to the length of his/her service that year.

At the time of separation, the employee represented by the Association shall be paid for any vacation days to which he/she is entitled for the current year and for any unused vacation days accumulated from the previous year. Payments for vacation shall be made at the rate of pay in effect for the employee at the time the vacation is taken. In the event of death of an employee, his/her beneficiary shall be entitled to receive said payment.

A new principal or administrator who begins employment during the year after July 1 is eligible to accrue and utilize vacation leave on a monthly basis. Employees may access these amounts through the end of their first full fiscal year of employment, at which time vacation leave will then be awarded every year on July first.

SECTION B - PERSONAL DAYS

All employees represented by the Association shall receive three (3) allowable personal days per year without loss of pay. Unused days shall be added to and accumulate as sick days.

SECTION C – BEREAVEMENT LEAVE

Bereavement Leave

1. Death in Immediate Family: Five (5) days for members of the employee's immediate family. Immediate family includes: spouse, father, mother, brother, sister, son, daughter, parent-in-law, son-in-law, daughter-in-law, or near relative who resides in the same household, or any person with whom the employee makes his home.

2. Death of Near Relative: One day for the funeral of a near relative will be permitted. A near relative is defined as: first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

SECTION D - SICK LEAVE

All employees represented by the Association shall receive, with proper approval, twelve (12) sick days per year without loss of pay and shall be permitted to accumulate, without limit, all unused sick days.

SECTION E – ADMINISTRATIVE SICK LEAVE BANK

1 All members of the Spring-Ford Principals and Administrators Association, the Superintendent, Assistant Superintendent, HR Director, Business Manager, and Assistant Business Manager are eligible to participate in the sick leave bank.

2. Members must contribute a minimum of two sick days to be eligible to

withdraw from the sick bank. Both days do not have to be in the initial year but members are not eligible to request a withdraw until they have contributed a minimum of two days.

3. When all other sick, personal, vacation, or any other paid leave provisions are exhausted a member may apply for a maximum of 20 days from the sick leave bank.
4. Sick banks days may be used for any reason that is normally permitted for sick days from the sick leave. Withdraws from the sick bank may only be made once in a school year.
5. Once the bank falls below 50 days, members will be asked to contribute an additional day in order to stay a member of the sick bank. Once days are contributed they become property of the sick bank.
6. Sick bank days will be paid at the individual's per diem rate, or the average of all members of the group minus the three lower members, whichever is lowest.
7. The record keeping of the sick bank will be kept by the SFPSA.
8. Any questions or disputes will be resolved by the executive board of the SFPSA.
9. Upon application for withdraw from the bank a committee of no less than three members shall be appointed by the SFPSA to review requests and supporting medical certification documentation.

SECTION F - BENEFITS FOR SICK LEAVE

Effective July 1, 2007, for full-time employees covered by this Employee Plan who retire from service within the Spring-Ford Area School District on or after the date of this Employee Plan, during the term of this Employee Plan, shall receive a non-elective contribution to one or more annuity contracts described in Code Section 403(b), and/or 457(b), the dollar amount derived from the application of the following schedule payable on the 10th day of the month following the month of retirement.

Accumulated Leave

Sick Leave	50 or Less Days	X	\$21
	51-100 Days	X	\$23
	101-150 Days	X	\$26
	151-200 Days	X	\$29
	201 Days or More	X	\$32
Personal Leave			\$58

These District non-elective contributions shall be subject to an amount up to or equal to the limits established by law for such accounts. Further, if the employee's compensation exceeds the limits established for such contracts in the year of separation of service or thereafter, the District shall cause to be contributed as a non-District, non-elective contribution to one or more annuity contracts described in Code Section 403(b),

and/or 457(b), in an amount up to and equal to the established limits for such contributions and each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted, whichever occurs later.

In order for such contributions to be made, all employees covered by this Employee Plan, during the term of this Employee Plan, will be required to acknowledge and agree that the employee is deemed to be in constructive receipt of any of the amounts contributed or intended to be contributed to the Section 403(b), and/or 457(b), annuity contracts that they will reimburse the District for any withholding taxes and interest thereon, which the District may be required to pay as the result of such constructive receipt. Alternatively, at the request of the District, the employee covered by the Employee Plan shall pay such taxes directly to the Internal Revenue Service or the Pennsylvania Department of Revenue, as required. Further, as a condition of this Employee Plan, the employee will agree to indemnify and hold harmless the District, its agents, employees, and board members from any claim which the Internal Revenue Service or the Pennsylvania Department of Revenue could assert with respect to this Employee Plan as it relates to this benefit for unused sick leave provision.

Effective July 1, 2009, all new administrators hired into the Association shall only be eligible for a maximum benefit of up to 150 days under this retirement provision.

To the extent permitted by applicable law, the Board agrees to sponsor an Insurance Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, in which retirees will be able to participate with respect to the amounts payable to them under this Section. In such a case, the retiring Administrator's election shall be governed by the Section 125 Plan.

Article III D of the Administrators Agreement as amended above shall solely govern the payments for unused sick leave.

ARTICLE IV - INSURANCE PROTECTION

SECTION A - HEALTH BENEFITS

1. Core Health Plan

Employees under this plan may choose one of the following options and the District agrees to provide the following payments toward the plans as listed:

Plan Offerings: 2014-2015

PC 310	96%
PC 20/30/70	88%
PC 20	88% of PC 20/30/70, (<i>Employee pays 100% buy-up</i>)

Plan Offerings: 2015-2016

In the event that an agreement is reached with the Spring-Ford Education Association prior to the start of the 2015-2016 fiscal year and new medical plans and/or employee co-shares are introduced, the District reserves the right to provide the same plans and/or same percentage toward payments to the medical

plans to members covered by this Agreement as they will for members of the Spring-Ford Education Association.

Should an agreement not be reached prior to the start of the 2015-2016 fiscal year, the District will provide the same percentage toward the medical plans as listed for the 2014-2015 fiscal year.

The employee through mandatory payroll deductions shall pay the difference between the premium and the District contribution.

The District reserves the right to meet its commitment hereunder by obtaining equal to or better than previously offered benefits from any other carrier of its choosing and reserves the right to modify and/or revise employee contributions to healthcare cost contributions based upon the cost of the District to maintain adequate and quality employee insurance coverage. The District will provide one Health and Prescription package per family.

1a. Changes in the Health Care Plan

Employees electing medical care coverage are committed to that selection for a period of 1 year unless a 'Life Event Change' occurs (in compliance with the guidelines of the insurance carrier at the time of the event).

1b. Health Care Waiver

1) An employee is not eligible for the waiver if the employee is covered as a dependent in a Spring-Ford Health Care Plan.

2) Employee will receive, in lieu of the health insurance and prescription plan, a payment of \$125.00 per month (see conditions under the insurance benefit options). The employee electing this option may not subsequently enroll in the insurance waived unless the insurance protection provided elsewhere for the waivee is involuntarily terminated, or waivee loses coverage because of a change of employment of the spouse.

3) An employee who waives the health insurance and the prescription plan may enroll in the vision and/or dental plan at District expense.

1c. Sponsorship of Internal Revenue Code Section 125 Plan

1) The District agrees to sponsor an Internal Revenue Code Section 125 Plan which will be the sole method through which an employee will have access to the benefits provided under the health and prescription plan sponsored by the District.

2) Under the Section 125 Plan, employees shall, at the commencement of each school year, i.e. July 1, have the option to elect not to be covered under any District sponsored health and prescription plan for the next Contract year. Any employee who waives all coverage for him/herself, spouse, and all dependent(s), or if the employee does not have a spouse and all dependent(s), than him or herself, for a Contract year shall be eligible to receive a cash bonus equivalent to \$125.00 per month or a total of \$1,500.00 per school year.

Any employee who has so waived coverage and received the cash bonuses and (i) is permitted under the terms of the Section 125 Plan to revoke his or her waiver for the remainder of the Contract year or (ii) terminates his or her employment prior to the end of the school year for which coverage has been waived, agrees to reimburse the District (and be deemed to have authorized the payroll withholding therefore) for an amount equal to the number of working days left in the Contract year on the date of revocation or termination over the total working days in the school year times the cash bonus payment.

SECTION B – DENTAL, VISION, & Rx PROGRAM

1. Dental Care Program

For the term of this Agreement, the District agrees to provide for each full-time member, single/family coverage. The percent contribution to be paid by the employee is equal to the percent contribution the employee pays for his/her health benefits. The District reserves the right to meet its commitment hereunder by obtaining equal to or better benefits from any other carrier of its choosing. The Dental Plan shall contain the following types of coverage:

Basic	100% UCR
Diagnostic Services	100% UCR
Preventive Services	100% UCR
Minor Restorative	100% UCR
General Services	100% UCR
Oral Surgery	100% UCR
Prosthetics and crown, inlay restorations	50% UCR
Periodontics	50%UCR
Orthodontics	80% UCR

2. Vision Care Program

For the term of this Agreement, the District agrees to provide for each full-time member, single/family coverage. The percent contribution to be paid by the employee is equal to the percent contribution the employee pays for his/her health benefits. The District reserves the right to meet its commitment hereunder by obtaining equal to or better benefits from any other carrier of its choosing.

3. Prescription Program

For the term of this Agreement, the District agrees to provide for each full-time member, single/family coverage. The percent contribution to be paid by the employee is equal to the percent contribution the employee pays for his/her health benefits. The District reserves the right to meet its commitment hereunder by obtaining equal to or better benefits from any other carrier of its choosing.

SECTION C - LIABILITY INSURANCE

The Board agrees to secure from an insurance carrier of its choosing, automobile liability insurance to provide an additional insurance to an employee represented by the Association (applicable only when the employee's own liability insurance coverage limits have been paid) against liability expenses incurred by the employee for other party claims resulting in the approved (by the employee's supervisor) use of his/her own automobile in the performance of school duties. The maximum limit of coverage to be provided shall be \$10,000,000.

SECTION D - TERM LIFE INSURANCE

Term Life insurance coverage with double indemnity for accidental death or dismemberment shall be provided at Board expense in an amount of two times the salary of the employee represented by the Association. Notwithstanding anything contained to the contrary, the maximum insurance for any employee under this Plan shall be Two Hundred Fifty Thousand Dollars (\$250,000) with double indemnity for accidental death or dismemberment.

SECTION E-PERSONAL PROPERTY

The Board agrees to reimburse employees represented by the Association for loss, damage, or destruction of clothing or personal property exceeding \$5.00 in value, which occurs while the employee is engaged in a disciplinary action with a student(s) or as a result of such action. Loss shall be deemed to "result from action" if it occurs within thirty (30) days of a disciplinary action which has been promptly reported to the Superintendent in writing. The maximum reimbursement per occurrence shall be limited to \$300.00.

SECTION F - RETIREES' MEDICAL BENEFITS

1. Full-time employees represented by the Association who retire after July 1, with fifteen (15) or more years of service with the Spring-Ford Area School District and at least twenty-five (25) years of credited service with the Pennsylvania Employee's Retirement System (hereinafter referred to as "Retiree" or "Retirees") shall, subject to the agreement of the Board's insurance carrier, be entitled to continue their hospitalization, medical-surgical, and major medical insurance through a plan sponsored by the Board in accordance with Section 5.513 of the PA School Code. The full-time employee's option to elect to continue coverage shall terminate within thirty (30) days of the employee's retirement.

The Board agrees to subsidize, the cost of individual coverage at the rate of \$100.00 per month beginning with the first month an election to continue coverage is made and ending at the earlier of the expiration of: (1) seven (7) years from the first day of the month of continuing coverage;(2) in accordance with Section 5.513 of the PA School Code; (3) or the date of the Retiree's death. This applies to full-time employees who retire, satisfy both service requirements, and elect to continue coverage through a Board sponsored plan. Board premium payments shall be made directly to the insurance carrier on a quarterly basis. The Board's obligation to make any such payments is expressly contingent upon the Board's prior receipt from the Retiree of the

balance of the premiums being charged for the quarter for which the premium represents payment.

The Retiree must submit to the Business Manager his portion of the premium no later than the 15th day of the month prior to the first day of the quarter (June, November, January, March). If such payments are not received in a timely manner, the Board may elect to terminate coverage, based upon procedures established by the Business Department.

2. The Board's obligation under this subsection C is expressly contingent upon the agreement and/or consent of the insurer providing the coverage which the Retiree desires to continue. In the event that such participation privileges are not permitted, or subsequently revoked, by the insurer, both the Board's obligation to permit the Retiree to remain as a participant in the Board's health benefit plan and agreement to subsidize the premium costs, shall immediately terminate.

3. The Board's quarterly contributions as described and limited by the preceding paragraph number 2 may, at the election of the Retiree within the thirty (30) day period following retirement, be subject to the following conditions:

- a. The insurer permits the continuation of the Retiree within the same group;
- b. The cost of the Retiree's continuation of the plan can be subsidized 100% by the Board's quarterly contribution. Retiree contributions will not be accepted;
- c. The Retiree's selection of insurance coverage to which this benefit is to be applied is irrevocable;
- d. The Board's liability for continuation of insurance ceases upon the occurrence of the earlier of: (i.) the circumstance of paragraph 2 coming into effect as if the Retiree elected to continue health benefit coverage through a Board-sponsored plan; (ii.) at such time as the Board's quarterly contribution is not equal to or greater than the quarterly premium charge; (iii.) the Retiree's death; (iv.) in accordance with Section 5.513 of the PA School Code; or; (v.) seven (7) years from the first day of the month of continuing coverage.

Retiree eligibility for the Board's quarterly contribution does not preclude participation in the Board's group medical-surgical, hospitalization, and major medical insurance plans at the Retiree's expense.

ARTICLE V - TUITION REIMBURSEMENT

The total amount of tuition reimbursement distributed to the Association will not exceed \$90,000 each fiscal year of this Agreement. Tuition reimbursement will be distributed on "first come, first serve basis". In the event that a member of the Association is unable to receive tuition reimbursement in the immediately preceding school year because the cap of \$90,000 was exceeded, such employee will be entitled to receive priority for such tuition reimbursement in the following year. Such tuition reimbursement shall be subject to the following requirements:

1. Prior written approval issued at the discretion of the Superintendent shall be required for all undergraduate and graduate courses and must be submitted within ten (10) calendar days of the start date of the course.

2. Correspondence courses, video courses, Intermediate Unit courses and courses offered by foreign (out of state) colleges through local study groups or clusters are precluded from eligibility for reimbursement.

3. Reimbursements shall be made within 30 days of approval at the first Board meeting following the submission of a transcript or grade report showing a grade of "B" or higher, or a "P" for pass/fail courses will be eligible as well as evidence of payment for such pre-approved course or courses. Reimbursement requests must be submitted within ninety (90) days of the last class meeting date.

4. In the event that the employee represented by the Association receives reimbursement pursuant to this paragraph and does not continue employment in the District following reimbursement, the employee shall be obligated to reimburse the District as outlined.

The monies paid shall be reimbursed at the following rates for up to three (3) years following participating in tuition reimbursement:

- 100% of total reimbursed if separation within 1 year;
- 75% of total reimbursed if separation within 2 years;
- 50% of total reimbursed if separation within 3 years.
- If separation occurs after 3 years, the employee is not required to reimburse the district.
- The District reserves the right to collect the same via payroll deduction or entertain any and all such other actions that may be instituted to collect said sums of money.

EXAMPLE: A principal has been pursuing her doctorate for 5 years and has received \$8,000 in reimbursement per year.

Upon earning her doctorate, she terminates employment with the district within one year of receiving reimbursement. She owes \$24,000 back to the district (100% of \$8,000 for 3 years).

If she terminates her employment with the district within two years of participating in tuition reimbursement, she owes \$12,000 (75% of \$16,000).

If she terminates employment with the district within three years of participating in tuition reimbursement, she owes \$4,000 (50% of \$8,000).

5. No reimbursement shall be made to employees completing courses whose costs have been fully covered by a scholarship, government, or private grant. In cases where a partial scholarship or grant covers a portion of the tuition costs, the Board will pay the difference of cost, subject to the requirements in this Article V.

6. All credits taken beyond the Master's level shall be graduate level courses from an accredited college or accredited university. Only accredited colleges/universities shall be eligible. Only those courses relating to the employee's certification and/or teaching areas and general education and other courses as may be approved by the Superintendent shall be eligible for reimbursement.

ARTICLE VI -- DOCTORAL STIPEND

A stipend for an administrative employee holding a Doctoral degree shall be paid \$2,500 each year on July 1 for each year of this Agreement. This stipend shall be paid once a year and will not be used to calculate the base salary of the individual.

ARTICLE VII – ACT 45 REIMBURSEMENT

The Board will reimburse Act 45 charges for employees completing professional development hours. These hours must be offered through an approved PILS provider and not be eligible for college credits and/or tuition reimbursement. The total amount of Act 45 reimbursement distributed to the Association will not exceed \$10,000 each fiscal year of this Agreement. Act 45 reimbursement will be distributed on “first come, first serve basis”.

To be eligible to receive reimbursement for Act 45 hours, prior written approval issued at the discretion of the Superintendent shall be required and must be submitted within ten (10) calendar days of the professional development. Reimbursements must be submitted within thirty (30) calendar days upon the completion of the Act 45 approved professional development.

ARTICLE VIII – 220 DAY/YEAR ASSISTANT PRINCIPAL

This administrative position will be part of the Act 93 Association and will receive all benefits as outlined in the agreement, with the following exceptions:

- No vacation days will be allocated for this position
- No holidays will be paid for this position

ARTICLE IX- MISCELLANEOUS PROVISIONS

SECTION A - MEMBERSHIP DUES

District contribution for membership dues is not to exceed \$800.

SECTION B - TAX-DEFERRAL PROGRAMS

The District shall provide the option for employees to participate in a 403(b) and a 457(b) offered by any of six (6) tax-deferred investment programs approved in writing by the Spring-Ford Area School District. The District's only obligation under this provision shall consist of making payroll deductions as authorized in writing by the employee and remitting the amounts deducted to the tax deferred investment program selected by the employee. The District does not warrant, on either a current or future basis, that the plan or plans selected by the employee or the contributions made are either non-taxable or eligible for the tax deferral under any provision of law.

A request for payroll deduction filed with the Business Office before the tenth of the preceding month will be incorporated in payroll procedures to effect enrollment or changes in enrollment in the plan or plans selected.

SECTION C

Nothing in this Agreement shall confer any form of collective bargaining rights on the Spring-Ford Principals and Administrators Association, nor shall the Spring-Ford Principals and Administrators Association be deemed to have a right to strike, or a right to file grievances pursuant to the Public Employee Relations Act or pursuant to the Public School Code of 1949, as amended.

All areas not specifically addressed and/or identified in this plan shall be followed as set forth in the Spring-Ford Area School District Board Approved Policy Manual.

ARTICLE X - DURATION OF AGREEMENT

The Agreement shall be effective as of **July 1, 2014**, and shall continue until **June 30, 2016**. This contract shall further automatically extend from year to year thereafter, unless sixty (60) days prior to any anniversary date either party gives to the other, in writing, notice of an intention to terminate or modify this Agreement.

SPRING-FORD PRINCIPALS AND SUPERVISORS ASSOCIATION

By: _____
President Date

By: _____
Secretary Date

SPRING-FORD BOARD OF SCHOOL DIRECTORS

By: _____
President Date

By: _____
Secretary Date

APPENDIX A

Annual Evaluations:

Employees will be evaluated by their supervisor on the following:

- **Leadership**
- **Job Knowledge**
- **Management**
- **Teamwork**
- **Attitude**
- **Communication**
- **Responsiveness**
- **Judgment**

Employees shall receive an overall rating of: Commendable, Above Average, Satisfactory, Needs Improvement, or Unsatisfactory.

The Annual Evaluation will serve to address any performance concerns, discuss areas of growth, or to simply review job performance. Employees with an overall rating of Unsatisfactory or Needs Improvement will be placed on a Performance Improvement Plan.

With the 2014-2015 implementation of the Principal Effectiveness Model, the school district may be restructuring the annual rating tool and procedures for building level Act 93 employees. An addendum to this current agreement will be prepared by November 1, 2014 that will outline the composition of the new annual rating tool and procedures for building level Act 93 employees.

Salary increases will be based upon the overall evaluation and will not exceed 2% of total payroll for those covered by the Act 93 Agreement.