

ADMINISTRATORS' (Act 93 Level 1) AGREEMENT

Article I

Introduction

This agreement sets forth the terms and conditions between the TWIN VALLEY SCHOOL DISTRICT, hereinafter called the District/employer, and the TWIN VALLEY ADMINISTRATORS, hereinafter called administrators/employees.

ARTICLE II

Term of Agreement

The term of this agreement shall begin on July 1, 2008 and continue in force and effect until June 30, 2013.

ARTICLE III

Work Year Calendar

Each twelve-month administrator will work 260 days inclusive of holidays and vacation time and five non work days annually*. There will be five non-work days per year as follows:

Winter vacation – four days annually
Spring vacation – one day annually

*In the event of a 261-day work year calendar, the additional non-work day will be scheduled during the spring vacation. Holidays may be flexed at the sole discretion of the superintendent. The Superintendent has the authority to approve additional workdays beyond those designated in the work year calendar and for payment on a per diem basis for those workdays.

Each administrator shall, for and during the entire term of this contract, devote on an exclusive basis his/her full time, skill, labor and attention to said employment as an administrator in the District. Consultative work, speaking engagements, lecturing, teaching, coaching, officiating or any activity that has the potential to interfere with the responsibilities of the administrator's position must be pre-approved in writing by the Superintendent. It is incumbent upon the Superintendent and the employee to mutually agree on the request for approval of additional employment opportunities. However, when the employee cannot reach agreement with the Superintendent, he/she may request a meeting with the Superintendent and Board to appeal the decision.

ARTICLE IV

Other Employee Benefits

1. INSURANCES

a. Medical Insurance

The employer will purchase coverage in a medical plan for all full-time employees at the rate of 100% for the life of contract. This shall include a major deductible of \$150 single/\$300 family per year. Major Medical Lifetime Max: \$1,000,000 + CPI. Employees may elect coverage for dependent members of their family and the employer will pay one hundred percent of the premium. Coverage will be at least equal to that purchased for faculty.

No HMO anymore

In addition, an employee may opt out of all medical coverage and receive an annual payment of \$4,000.

b. Dental Insurance

The employer shall pay 100% of the dental insurance coverage for all full-time employees. Employees may elect coverage for dependent members of their family and the employer will pay 100% of the premium. Coverage will be at least equal to that purchased for faculty members.

No HMO anymore

c. Vision Plan

The employer shall provide a vision care insurance plan which will reimburse an employee a maximum of \$150 for an examination and \$150 for the cost of a change of lenses and/or frames, for employee or dependent, once per year.

d. Cafeteria Plan

The District will provide a cafeteria plan for additional medical expenses at the annual rate of 1.5% of the base salary. An additional 2.0% will be added to the cafeteria plan or placed in an annuity for administrators who have not utilized any tuition payments in the prior or current agreement year (July 1- June 30). Administrators may add to the cafeteria plan as long as the total dollars does not exceed \$5000. This money can be used as designated as the provider. Money left in the account cannot be returned to the employee.

e. Long-Term Disability Insurance

The employer shall provide an accident and health insurance program that will guarantee 66 2/3% of the employee's salary until age 70. The employer shall pay the premium for this program.

f. Short-Term Disability Insurance

The employer shall provide a short-term disability plan at the employer's expense. Benefits will commence with the expiration of accumulated sick leave and continue until the inception of long-term disability coverage. The benefit will be sixty-six and two-thirds percent of salary, subject to a maximum of \$450 per week.

g. Life Insurance

The employer shall provide group term life insurance equal to twice (2X) the administrator's current salary rounded to the nearest \$1,000.

h. Split Dollar Plan - \$250,000

Beginning with the fifth year of employment in an administrative position, each administrator is enrolled in a split dollar insurance program. The insurance is owned by the individual with premiums being paid by the District. Upon termination, retirement or death, the policy will remain with the District until such time as the individual or estate chooses to cash in the policy. At that time, the District will receive any monies paid in premiums plus a defined portion of the benefits. The taxes paid by the individual on the District's portion of the benefit will be deducted from the final payment to the District. A new administrator to this Act 93 group hired July 1, 2007 or after will receive the following percentage, which is based on his/her longevity in the District: any administrator hired prior to July 1, 2007 is grandfathered and qualifies under the original schedule of payments found in the prior agreement.

July 1, 2007 and after

5 to 8 years in the District	40% after premiums are deducted
9 to 10 years in the District	50% after premiums are deducted
After 12 years in the District	60% after premiums are deducted
After 15 years in the District	75% after premiums are deducted
After 20 years in the District	100% after premiums are deducted

Pre July 1, 2007

3 to 5 years in the District	40% after premiums are deducted
6 to 10 years in the District	50% after premiums are deducted
After 10 years in the District	60% after premiums are deducted
After 15 years in the District	75% after premiums are deducted
After 20 years in the District	100% after premiums are deducted

i. Pennsylvania School Employees Retirement System

The District shall contribute on an annual basis 30% of the administrator's contribution to the Pennsylvania School Employees Retirement System.

2. LEAVES

a. Death or Military

Leave shall be granted consistent with leaves granted to certified professional staff by School Code.

b. Legal Leave

(1) Witness Leave – Employees shall be granted leave for witness service provided:

- (a) The employee has been subpoenaed;
- (b) The case does not involve the school District in an adversary way; and
- (c) The employer is not being tried for an alleged illegal act.

The employer shall pay the employee the difference between his/her salary and any payment of monies for witness services required.

(2) Jury Duty – The employer shall pay the employee the difference between his/her salary and any payment of monies for jury duty service.

c. Sick Leave

Sick leave shall be granted at a rate of 12 days per year for all full-time twelve-month administrators. Sick days for administrators working less than 12 months will be prorated. Each administrator may annually use up to ten sick leave days for immediate family illness documented by a medical doctor. A doctor's note may also be required by the Superintendent if he/she feels that an administrator has missed a significant amount of time due to illness or has a pattern of absence. In extreme situations, the Superintendent has the sole discretion to grant the use of additional days for family illness.

d. Personal/Emergency Leave

Two days leave of absence annually for personal, legal, business or family matters shall be granted employees, cumulative to five days.

e. Childbearing/Childrearing Leave

A leave of absence shall be granted for childbearing/childrearing purposes according to the guidelines used for faculty members.

f. Vacations

All administrators hired after June 1, 2001 who work twelve months will earn vacation according to the following schedule:

0 - 5 years	15 days annually (prorated)
More than 5 years	20 days annually (prorated)

Administrators earning vacation can carry up to twice (2X) their annual allotment of vacation days into the next school year. In addition, administrators may convert ten vacation days to sick days at the end of each school year. Once converted, the days may not be used as vacation time.

Administrators who do not use all of their vacation days in a given year may receive 85% of the per diem rate in cash payment, or 100% of the per diem rate if deferred to a 403B plan, for no more than five days. In order to receive payment for vacation days or convert them to sick days, the employee must submit a request in writing by June 15 of the school year for approval by the Superintendent.

Upon termination of employment the employee will be paid for a maximum of one and one-half of the normal annual vacation allotment, assuming this number or more remain unused at the time and have not been previously deferred.

3. OTHER

a. **Tax Sheltered Annuity**

This plan is available to all employees by means of payroll deductions. Payroll deduction plans must be initiated 30 days prior to the effective date of deduction.

b. **Physical Examination**

Each employee shall undergo a complete physical annually by a medical professional chosen by the employee.

c. **Professional Dues**

Each employee shall have dues paid, by the employer, for his/her professional organization as well as any other memberships required by the employer.

d. **Conference or Convention**

Each employee shall have the expenses of one conference or convention paid by the employer for educational improvement, subject to approval by the Superintendent.

e. **Credit Reimbursement**

The employer shall pay tuition for graduate courses taken by an administrator. The administrator must submit the invoice to the business office for prepayment of courses. In the event that an administrator earns less than a grade of "B" or "pass" in any course, the administrator will reimburse the District within 30 calendar days for all tuition costs. If the administrator does not fully attend the scheduled number of classes, the District may require some or all of the tuition be paid by the employee. All credits must receive prior approval by the Superintendent in order to qualify for reimbursement.

If an administrator leaves the District with less than five years of service to the District, he/she must reimburse the District prior to the last day of work for courses taken in the prior 12 months.

f. **Mileage Reimbursement**

The employer will pay for required mileage of all employees in the execution of school business at the I.R.S. approved rate, except for daily trips to and from school.

g. **Cellular Phones**

The employer will provide a cellular phone, if approved by the Superintendent, to administrators for business use.

ARTICLE IV

Wages and Salaries

1. ADMINISTRATOR'S COMPENSATION

The salary ranges will be adjusted each year by the March cost of living (COLA) for the Philadelphia area. The final determination of the range is at the discretion of the Twin Valley School Board. Any administrator who reaches the top of the range for the position will not receive additional raises, except for performance compensation which will not be included in the base salary. Salary ranges are listed in addendum #1.

Salary increases will be determined using the following formula and will be added to the July 1 base salary for the next school year:

Satisfactory Performance COLA of the current year's salary *
Performance Compensation 0-3% of the current year's salary
* COLA cannot exceed a maximum of 4.5% or a minimum of 2%

The immediate supervisor, with approval of the Superintendent, will complete the evaluation and recommend the appropriate performance evaluation increase. Performance initiatives, administrator expectations, additional required events, and building or program profiles are all part of the performance evaluation. Once performance initiatives are implemented, it is expected that the initiatives will be sustained annually and new performance initiatives developed with direction of the immediate supervisor.

Exemplary Bonus

An additional amount, not to exceed 2% of the current year's salary, will be awarded for exemplary work that reflects innovation, need of the district and significant progress. Administrators will meet with their supervisor and/or superintendent in advance to determine their eligibility for this money. No more than one-half of the administrators are eligible to receive the increase in any given year. One may receive bonus money in consecutive years. "Exemplary work" money is not part of the base and is paid on the last day of the fiscal year.

2. SEVERANCE AND RETIREMENT

Administrators must complete ten years of administrative service in the District to be entitled to a severance or retirement payment. In addition, the District must receive formal, written notice of the retirement ninety days prior to the last workday. In unusual circumstances and after consultation with the Board of School Directors, the Superintendent may waive the ten-year requirement or 90-day notice. Any administrator who receives an unsatisfactory rating will not receive credit for that year towards the final severance and/or retirement payment. An administrator who is reassigned or voluntarily moves to a non-administrative position will receive two times the number of years in administration in the Twin Valley School District as the percentage for determining severance payment. This amount will be paid on June 30 of the last year of the administrative position in the District. In order to be eligible for a retirement payment, the retiree must have filed for PSERS pension payments. The formula for severance/retirement payment is as follows:

The sum total of the number of years of service to the District plus twice the number of years of administrative service to the District as a percentage of final year's salary, not to exceed \$70,000 for retirement and \$50,000 for resignation.

Example	15 years in TVSD
	<u>20 (10 years in TVSD as an administrator X 2)</u>
	35% of salary

Retirement

Administrators who file with PSERS for retirement will receive payment at the rate of \$30.00 per day for accumulated sick leave.

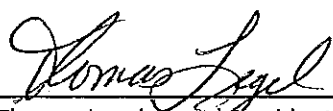
Salary Chart	07/08 min	07/08 mid	07/08 Max
Asst Sup't Secondary Ed (Letter of Eligibility)	\$114,312	\$129,900	\$145,489
Secondary Education Administrator	\$108,416	\$123,201	\$137,985
H.S. Principal	\$102,350	\$116,306	\$130,263
Pupil Personnel Administrator	\$97,639	\$110,953	\$124,268
M.S. Principal	\$95,225	\$108,211	\$121,196
M.S. Project Principal	\$87,128	\$99,009	\$110,890
Elementary Principal	\$93,141	\$105,843	\$118,544
Elementary Principal	\$93,141	\$105,843	\$118,544
Elementary Principal	\$93,141	\$105,843	\$118,544
Athletic/Activities Director	\$58,000	\$65,000	\$72,755
H.S. Assistant Principal	\$80,335	\$91,290	\$102,245
H.S. Assistant Principal	\$80,335	\$91,290	\$102,245
Information Technology Administrator	\$75,917	\$86,269	\$96,622
Special Ed Supervisor	\$72,600	\$82,500	\$92,400
HR Director/Board Sec (BS/HR Certificate)	\$80,960	\$92,000	\$103,040
Instruction Technology Director	\$72,326	\$82,189	\$92,051
Facilities/Building Program Director	\$81,081	\$92,138	\$103,195
M.S. Assistant Principal	\$79,030	\$89,807	\$100,584
Operations Director/Bidding/Production	\$65,992	\$74,991	\$83,990
Food Service/Child Acc't Director	\$68,319	\$77,636	\$86,952
HR Director/Board Sec	\$76,868	\$87,143	\$97,600
Communications Director/Security	\$59,883	\$68,049	\$76,214

Memorandum of Understanding

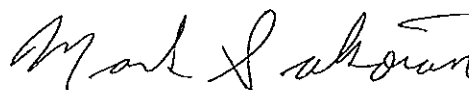
Administrative Level I

Whereas, the parties being the Twin Valley School District Administrators – Level I group and the Twin Valley School District (hereinafter “District”) are part to an Agreement which expires on June 30, 2013. This memorandum sets in writing the following terms:

- 2 year salary freeze
 - July 1, 2011 – June 30, 2012 and July 1, 2012 – June 30, 2013
- 3 year agreement extension
 - Extension for the following years: July 1, 2013 – June 30, 2014, July 1, 2014 – June 30, 2015 and July 1, 2015 – June 30, 2016
- 4 additional personal days per year for the length of agreement, preapproval of superintendent required as to which days may be taken
- 5 telecommute days for length of agreement, preapproval of superintendent required as to which days may be taken
- Base compensation increase as follows:
 - increase effective beginning July 1, 2013
 - to be calculated using the average of CPI and tax index, to a maximum of 3% per year:
 - CPI will be determined in April using the average of the last three reported CPI rates.
 - Tax index rate (for the July 1, 2013 increase will be calculated using the district’s index rate for 2013-2014...)
 - Base compensation increase will be calculated using the above method for July 1, 2013 – June 30, 2014, July 1, 2014 – June 30, 2015 and July 1, 2015 – June 30, 2016
- Performance compensation
 - Shall be paid as a lump sum on the last day of the fiscal year and shall not become part of base for future calculations.
 - Paid on June 30, 2014, June 30, 2015 and June 30, 2016.
 - 0-2% of the current year’s salary, based on job performance, at the discretion of the Superintendent. A performance evaluation system will be developed and implemented to accurately assess performance.
- Defined formal initiatives will not be required
- Reduction in staff
 - Reduction in staff of administrators hired in an administrative position prior to June 30, 2011, shall be through attrition or unsatisfactory performance only, and the parties agree to meet and discuss not filling a vacant position prior to the employer making a decision.



Thomas Legel, Board President
Twin Valley School District



Twin Valley School District Administrators – Level I
Group Representative

5-20-11

Date

5-17-11

Date

Addendum A – Administrators’ Agreement – July 1, 2008-June 30, 2013

The following changes in language were presented to the Act 93 Administrators on November 21, 2008 and approved by the Twin Valley School Board at the regular school board meeting on

Medical Coverage Option Article IV, 1.a.

As part of the Section 125 program, the employer will purchase coverage in a medical plan for full time employees at the rate of 100% for the life of the contract. This shall include a major deductible of \$150 single/\$300 family per year. Major Medical Lifetime Max: \$1000 + CPI. Employees may elect coverage for dependent members of their family and the employer will pay one hundred percent of the premium. Coverage will be at least equal to that purchased for faculty. In addition, an employee may opt out of all medical coverage and receive an annual payment of \$4000. There will no longer be any HMO plan.

1. Cafeteria Plan Article IV, 1.d

The District will provide a cafeteria plan for additional medical expenses at the annual rate of up to 1.5% of the base salary. Administrators may add to the cafeteria plan as long as the total dollars do not exceed \$5000. This money can be used as designated consistent with the provider guidelines. Money left in the account cannot be returned to the employee.

2. Pennsylvania School Employees Retirement System Article IV, 1.i

The District shall contribute on an annual basis 56% of the administrator’s contribution to the Pennsylvania School Employees Retirement System.

3. Credit Reimbursement Article IV, 3.e.

Each year, the District will pay tuition for graduate courses taken by an administrator for any amount exceeding a limit of two percent of the administrator’s salary for that year. The administrator may submit the invoice for prepayment of the tuition amount and the District will pay the University. The request for any district payment of tuition must include proof of payment for previous tuition amounts paid by the administrator during the school year. In the event ... twelve months.

4. Split Dollar Plan - \$250,000 Article IV, 1.h

Beginning with the fifth year of employment in an administrative position, each administrator is enrolled in a split dollar insurance program. The insurance is owned by the individual with premiums being paid by the District. Upon termination or retirement, the policy will remain with the District until the individual’s death. At that time, the District will receive any monies paid in premiums plus a defined portion of the benefits. The taxes paid by the individual, if any, on the District’s portion of the benefit will be deducted from the final payment to the District. Neither the individual, nor his estate, shall have any entitlement at any time to the cash surrender value of the policy. A new administrator.... agreement.

5. Vacations Article IV, 2.f

Administrators earning vacation can carry up to twice their annual allotment of vacation days into the next school year. Employees, who accrue more than the annual allotment of vacation days in any given year, will receive pay for up to five vacation days. If additional days still remain beyond the annual allotment, up to ten days may be converted to sick days. Once converted, the days may not be used as vacation time.