

AGREEMENT

between the

BOARD OF SCHOOL DIRECTORS

of the

WILLIAMS VALLEY SCHOOL DISTRICT

and the

WILLIAMS VALLEY SCHOOL DISTRICT ADMINISTRATORS

July 1, 2014 to June 30, 2017

AGREEMENT

WHEREAS, the Board of Directors of the Williams Valley School District recognizes the importance of maintaining an effective Management Team to strengthen the administrative and educational programs of the district, and to establish and improve communications, decision-making, conflict resolution, and other relationships among the team members;

WHEREAS, the Williams Valley Board of School Directors has voluntarily endorsed the practices and procedures of open, bilateral meet and discuss as a peaceful, fair, and orderly way to conducting its relations with its employees so far as such practices and procedures are permitted by law, and are consonant with interests of the students, the school system, and the public;

WHEREAS, pursuant to the provisions of Section 1164 of the Public School Code of 1949, as amended (Act 93 of 1984), the Williams Valley School District's Administrators and the Board of School Directors wish to document their common understanding of the Compensation Plan for the Administration; and

WHEREAS, the designated representatives of the Williams Valley School District's Administrators have met with representatives of the Board, considered and discussed with them administrative salary determination, salary amounts, fringe benefits, and related matters;

NOW, THEREFORE, it is agreed as follows:

I. Recognition

- A. The Williams Valley School District's Administrators, hereinafter called the "Administrators", are hereby recognized by the Williams Valley School District, hereinafter called the "Board", as any employee of the district, below the rank of Superintendent, identified as an Administrator in part B of this section I.
- B. The following classes of employees are specifically considered by this Agreement as part of the Williams Valley Management Team:
 - a. the Elementary School Principal
 - b. the Assistant to the Superintendent
 - c. the Senior High School Principal
 - d. the Junior High School Principal
 - e. the Supervisor of Special Education

II. Term of Agreement

The term of this Agreement shall begin on July 1, 2014 and shall continue in full force and effect until June 30, 2017, except as outlined in Section III. C of this Agreement.

III. Salary Program and Schedule

- A. The Board and each respective Administrator shall negotiate a new salary for each year of this contract. All members of the administrative team would receive a raise in salary at the discretion of the Board, which may include additional benefits. Each member of the administrative team could have a different raise, and raises could be different each year, based on the evaluation of the Administrator's performance by the School Board. All other terms and conditions of this Agreement, other than salary, shall be effective from July 1, 2014 to June 30, 2017.

- B. Contracts for any new administrators will be on a single contract separate from this or any other contract in force for the term of this Administrators' contract.
- C. Additional compensation, except as provided for in Article IV, for service outside an Administrator's area of responsibility shall be paid only after approval at a regular meeting of the Board.
- D. Any Administrator who attains a terminal degree will receive a one-time addition of \$1,000.00 to his or her base pay.

IV. Extra-Curricular and Co-Curricular Activities

Whenever an Administrator shall voluntarily participate in extra-curricular or co-curricular activities covered by the Agreement with the Williams Valley Educators' Association, the Administrator shall receive such supplemental compensation for the position as is provided by the terms of the Agreement in force with the Williams Valley Educators' Association.

V. Other Employee Benefits

Employee benefits shall be provided to all Administrators as outlined below:

A. Health Care Insurance

- 1. During the term of this Agreement, the Board shall maintain in full force and effect prepaid medical coverage for each Administrator at least equal to the current medical plan, as provided for in the current Agreement in force with the Williams Valley Educators' Association.
- 2. The Board, according to the provisions of this paragraph, agrees to provide the not-to-exceed amount of \$250.00 each school year exclusively for the purpose of one complete physical examination for each Administrator. Any Administrator undergoing a physical examination shall first submit the medical bill to any available health care insurance. The Board shall be obligated under this paragraph only upon rejection of the medical bill by such health care insurance.

B. Vision Care Insurance

During the term of this Agreement, the Board shall maintain prepaid vision care coverage for each Administrator at least equal to that provided for in the current Agreement in force with the Williams Valley Educators' Association.

C. Dental Insurance

During the term of this Agreement, the Board shall maintain prepaid dental care coverage for each Administrator at least equal to that provided for in the current Agreement in force with the Williams Valley Educators' Association.

D. Premium Share

The Administrators agree that the Administrators shall be subject to premium sharing for health care, vision care, and dental insurance upon the same terms and conditions as set forth in the contract between the District and the Williams Valley Educators' Association which commenced July 1, 2007. This premium share as contributed by the Administrators shall further be controlled by any such premium share provision in any and all successor agreements between the District and the Educators' Association until the expiration of this Agreement on June 30, 2017.

E. Life Insurance

The Board agrees to purchase Group Term Life Insurance for each Administrator during the term of this Agreement in an amount equivalent to 1.5 times the annual salary rounded to the nearest \$1,000.00 but in no event less than \$50,000.00 in any given year.

F. Income Protection Insurance

The Board shall maintain income protection coverage for each Administrator at least equal to that provided for in the Agreement in force with the Williams Valley Educators' Association.

G. Credit Reimbursement

Administrators may receive full reimbursement for educational courses related specifically to their position with prior approval for each course by the Board or the Board's designee, but such reimbursement shall be limited to 12 credits per year per Administrator.

H. Dues to Professional Organizations

The Board will pay dues for each Administrator to join one professional organization of his or her choice. Any additional dues, which the Administrator requests the Board to pay, must be presented to the Board for approval.

I. Accumulated Sick Leave

Each Administrator, who retires from the Williams Valley School District, as per the provisions of the Pennsylvania School Employees Retirement Act, will be paid at the completion of their final year of service as follows:

Effective July 1, 2014 – June 30, 2017 each Administrator will be paid \$25.00 for each day of accumulated sick leave remaining at retirement or the amount specified in the Agreement in force with the Williams Valley Educators' Association, whichever is higher.

VI. Leave

A. Administrators shall be entitled to leave as provided for under the conditions and terms of Sections 334, 335, 336, 338 and 339 of the Williams Valley School District's Policy Manual, which are excerpted below as information.

1. Sick Leave (Section 334)

Each Administrator will be entitled to one (1) sick leave day per month of employment, which shall be cumulative from year to year without limitation. All or any part of such accumulated unused sick leave may be taken with full pay in any one or more school year.

(3)

2. Personal Necessity Leave (Section 336)

Administrators are granted four (4) days per year for personal leave. These days, for which full salary shall be paid, are to be used at the discretion of the employee without any accountability to the Board.

(1)

Administrators in the Williams Valley School District who have completed three (3) years of continuous service in the Williams Valley School District may accumulate unused personal leave to a maximum of eight (8) days. This means that starting in the fourth year of continuous service in the Williams Valley School District, any unused personal leave in the third year up to a maximum of eight (8) days may be carried over into the fourth year of continuous service providing a maximum of twelve (12) days in any given school year. However, a maximum of only eight (8) such personal days may be carried over from year to year. All other days of absence within the year for personal needs not covered by the present sick leave plan or leave for bereavement plan shall be subject to Board approval and, if granted, deducted from salary.

3. Family and Medical Leave (Section 335)

Administrators shall be entitled to leave under and pursuant to the terms and conditions of the Family and Medical Leave Act.

4. Sabbatical Leave (Section 338)

Any professional employee or member of the supervisory, instructional or administrative staff or a commissioned officer, who has completed ten (10) years of satisfactory service, shall be entitled to a leave of absence for restoration of health or study.

Such leave shall be for a half or full school term or for two half school terms during a period of two (2) years.

The employee on leave of absence shall receive one-half ($\frac{1}{2}$) of the regular salary during the period of leave. Thereafter, one (1) leave of absence shall be allowed after each seven (7) years of service.

The employee on the sabbatical leave of absence shall receive full benefits paid for by the Board. The employee shall pay the employee's share of retirement based on the employee's full salary. The District shall pay the District's share of each employee's retirement payment.

5. Uncompensated Leave (Section 339)

The Board recognizes that in certain instances an employee may wish extended leave for personal reasons. When an Administrator requests absence from duties for reasons not provided in existing school policies or the School Code and has utilized all personal leave days, he or she shall submit a request for additional leave to the Board, including date(s) and reason(s) for such leave. The Board reserves the right to specify the conditions under which uncompensated leave may be taken.

VII. Work Year, Vacation, and Other Conditions of Employment

A. Administrators' Work Year

1. All Administrators shall work 240 days on the school calendar.

B. Administrators' Work Week

1. Subject to the Vacation and Holiday provisions set forth below in this paragraph, the normal work week for all administrators is expected to be Monday through Friday, but may vary reasonably to meet the needs of the Superintendent and the Board.

The following are recognized as Holidays:

1. New Year's Day
2. Presidents' Day
3. Friday Prior to Easter
4. Easter Monday/Floating Holiday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. First Day of Buck Season/Floating Holiday
11. Christmas Day
12. First Work Day following Christmas Day

These shall be Holidays provided school classes are not in session for any listed day. All Administrators will be required to work all days school classes are in session whether or not such day is listed in the above paragraph 1 through 12.

The Floating Holidays can be taken at the discretion of the Administrator on any day that school is not in session.

C. Administrators' Flex Time

There shall be no overtime even though the Administrators are expected to participate in off-hour meetings as part of their duties. At the discretion of the Superintendent, and upon reasons acceptable to the Superintendent, the Superintendent may allow the Administrators flex time. Flex time is defined as paid time off during normal and regular work hours for personal matters approved by the Superintendent. Flex time is permissible only upon permission from the Superintendent and this paragraph will not be viewed as creating any right to any form of compensatory time as that term is defined in the Fair Labor Standards Act or other applicable federal and/or state legislation.

D. Vacation

1. As provided below, Administrators shall be entitled to paid vacation, upon approval of a vacation schedule by the Superintendent as follows:

<u>Full Years of District Employment</u>	<u>Vacation Credit</u>
1 year or less	1 day per month from anniversary date to end of fiscal year
1 through 4 years	15 days per fiscal year
5 through 9 years	18 days per fiscal year
10 through 14 years	20 days per fiscal year
15 through 19 years	25 days per fiscal year
20 years or more	30 days per fiscal year

(3)

2. All days taken off, except those recognized as Holidays or recognized as leave under this Agreement, shall be considered vacation days to be deducted from available days during the terms of this Agreement.
3. a. Vacation is earned at 1/12 annual leave per month worked in each fiscal year.
- b. In each fiscal year vacation may be used before earned in that same fiscal year.
- c. Leave used and not earned will be recaptured upon termination of employment.
- d. Administrators with unused vacation days at the end of the fiscal year may elect to convert any unused vacation days to sick days at the rate of one (1) vacation day for one (1) sick day or he or she may elect to sell back the vacation days to the District at 50% of his or her current salary for each unused vacation day.

E. Personnel Files

Administrators shall have the right to access their personnel files as provided in Section 324 of the Williams Valley School District's Policy Manual.

VIII. Evaluation

There shall be a plan for regular and periodic evaluations of all administrative employees. The Board shall be informed in a timely manner as to the results of all such evaluations.

The Board directs that evaluations be performed at least once annually.

The Superintendent shall develop procedures for these evaluations. Prior to the beginning of the period under evaluation, the Superintendent shall inform the administrative employee of the criteria to be used for evaluation purposes. Such criteria may include:

- individual conferences for evaluation procedures,
- the employee's own self-evaluation,
- identification of areas of strength,
- identification of areas of weakness with suggestions for improvement in each,
- review of stated objectives and degree to which they are being met.

Each observation shall be followed by a conference between the Superintendent and the administrative employee. Both parties to the conference shall have the opportunity to sign the evaluation report and retain a copy for their records. Administrators not in agreement with their evaluation shall have the right to appeal their evaluation to the Board.

IX. Travel Reimbursement

- A. Administrators, when required to use their personal vehicles during the course of a work day in the performance of their duties, shall be reimbursed for such use at the rate required by district policy. Administrators shall not be reimbursed for the use of their personal vehicles in coming to work each work day nor returning home, or going elsewhere, at the conclusion of each work day.
- B. Administrators attending any meetings and/or workshops at the Williams Valley School District other than one regularly scheduled Board meeting per month shall be paid mileage as follows:
 - 1. from the meeting location to the border of the District multiplied by 2, if the Administrator resides outside the District, or
 - 2. from the meeting location to their home multiplied by 2, if they reside within the District.

X. Meet & Discuss

Representatives of the Williams Valley School District's Administrators and representatives of the Williams Valley Board of School Directors may meet one evening during the months of November, March, May and September to consider concerns of the parties. The Board secretary shall be responsible for preparing or having prepared minutes of each meeting, which shall be signed by representatives of both groups. In the event a condition occurs that warrants immediate consideration, the Administrators or Board may request additional meetings as necessary.

XI. Grievance Procedure

- A. Where a grievance has been presented to an Administrator's immediate supervisor, in writing, and a satisfactory resolution of the grievance has not resulted in a written agreement executed by the grieved Administrator and his or her immediate supervisor within ten (10) normal working days, to preserve his or her grievance, such grieved Administrator shall file a written request for a hearing with the Board not later than ten (10) normal working days after the date of the supervisor's written response, or not later than ten (10) normal working days after expiration of the first ten-day period if the supervisor fails to respond.

B. If the action by the Board, within ten (10) normal working days following the next regular Board of School Directors' meeting following the filing of a written grievance with the Board, has failed to resolve the grievance, it is legally recognized independent of this Agreement. The aggrieved party may take such action as authorized by law.

XII. Full Agreement

Except as otherwise specifically provided for herein, with the understanding that reference to the Agreement with the Williams Valley Educators' Association is in each case specific and there is no intent to incorporate any provisions of said Agreement herein to which specific reference has not been made, this is the complete Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 8th day of May, 2014.

ATTEST:

WILLIAMS VALLEY SCHOOL DISTRICT

Board Secretary

By: _____
Board President

WILLIAMS VALLEY SCHOOL DISTRICT ADMINISTRATORS

Elementary Principal

Assistant to the Superintendent

Senior High School Principal

Junior High School Principal

Supervisor of Special Education