

Juniata Valley School District

Act 93 Agreement

May 8, 2019

1. The six administrative personnel affected by this Agreement are the High School Principal, the Elementary School Principal, the Director of Information Technology, the Maintenance Supervisor, the Director of Student Services (10 month), and the Athletic Trainer/Athletic Director (185 day/year round position).
 - a. Compensation for the High School Principal will be established at the time of hiring. Thereafter, the salary will be adjusted by a factor of 2.5% for the forthcoming fiscal year. Such adjustment will be made the beginning of each fiscal year on July 1 and distributed in 26 equal payments every other Thursday throughout the year.
 - b. Compensation for the Elementary School Principal will be established at the time of hiring. Thereafter, the salary will be adjusted by a factor of 2.5% for the forthcoming fiscal year. Such adjustment will be made the beginning of each fiscal year on July 1 and distributed in 26 equal payments every other Thursday throughout the year.
 - c. Compensation for the Director of Information Technology will be established at the time of hiring. Thereafter, the salary will be adjusted by a factor of 2.5% for the forthcoming fiscal year. Such adjustment will be made the beginning of each fiscal year on July 1 and distributed in 26 equal payments every other Thursday throughout the year.
 - d. Compensation for the Maintenance Supervisor will be established at the time of hiring. Thereafter, the salary will be adjusted by a factor of 1.2 times the average 12 month custodian's salary adjustment or 2.5% (whichever is greater) for the forthcoming fiscal year. Such adjustment will be made the beginning of each fiscal year on July 1 and distributed in 26 equal payments every other Thursday throughout the year.
 - e. Compensation for the Director of Student Services (225 days) will be established at the time of hiring. Thereafter, the salary will be adjusted by a factor of 2.5% for the forthcoming fiscal year. Such adjustment will be made the beginning of each fiscal year on July 1 and distributed in 26 equal payments every other Thursday throughout the year.

- f.** Compensation for the Athletic Director/Athletic Trainer will be established at the time of hiring. Thereafter, the salary will be adjusted by a factor of 2.5% for the forthcoming fiscal year. Such adjustment will be made the beginning of each fiscal year on July 1 and distributed in 26 equal payments every other Thursday throughout the year.

 - i.** Due to the nature of the Athletic Director/Athletic Trainer position, there will be days during the school year where his/her services are not required. These will be exchanged 1 – 1 for days worked in the summer months.
- 2.** FRINGE BENEFITS for all members of this group will be the same as those established by the collective bargaining agreements of the employees they supervise. The benefits of the Principals, Director of Information Technology, and Director of Student Services will be determined by the Teacher Contract, and the Maintenance Supervisor's by the Service Personnel Contract. The Athletic Director/Athletic Trainer will receive the same health and fringe benefits as the members of the Juniata Valley Education Association.
- a.** DISTRICT shall pay directly, or reimburse for, payment of membership fees and other costs for service or community organizations, including the annual membership dues for the Association of Elementary and Secondary Principals, Association of Supervision and Curriculum Development, or similar organizations for administrators, where membership is judged to be necessary to maintain and improve professional skills, as permitted by state law and upon approval from the Superintendent.
 - b.** LEAVE – 12-month Act 93 members shall receive twenty (20) days of vacation annually exclusive of legal and school holidays and shall be entitled to ten (10) days of sick leave.

 - i.** Act 93 members will receive personal leave based on the following schedule:

 - 1. 2 days/year for years 1 – 2 with the Juniata Valley School District
 - 2. 3 days/year for years 3 – 5 with the Juniata Valley School District
 - 3. 4 days/year for years 6 – 24 with the Juniata Valley School District
 - 4. 5 days/year for years 25+ with the Juniata Valley School District

- ii. Personal days will accumulate to a total of six (6) days. Unused personal days in excess of six (6) days will be transferred to sick days.
 - iii. For the High School Principal, Elementary Principal, Director of Special Education and Director of Information Technology:
 - 1. At the end of each fiscal year (June 30th), Act 93 members will be paid per diem at that year's salary for any vacation days that exceed 50 days (up to a maximum of 6 days). Any additional vacation days will be forfeited. Earned sick leave days shall be cumulative as provided by state law or BOARD rules or regulations and shall be paid at the effective rate of the Agreement with the Juniata Valley Education Association upon retirement. Vacation days will be paid out at per diem in the Act 93 member's final pay as an employee of the Juniata Valley School District.
 - iv. 185-day Act 93 members will receive no vacation days. 255-day Act 93 members will receive 10 vacation days.
- c. Term life insurance coverage of \$40,000 will be provided for all ACT 93 EMPLOYEES.
 - d. The BOARD will provide an annual reimbursement not to exceed \$600 for a physical examination and/or eye care and/or prescription drugs upon submission of actual receipt for such services not covered by the health insurance plan. The results of such medical services will be available upon request to the BOARD.
 - e. The BOARD will meet with this group to discuss compensation matters upon written request
 - f. Act 93 employees will be covered under the same group health insurance and prescription drug plan as collective bargaining unit members in the JVEA. All premiums, co-pays, and buy-out provisions outlined in the JVEA contract will apply.
- 3. The BOARD will negotiate additional duties and responsibilities with the individual administrators who are affected on a case by case basis.
 - 4. PERFORMANCE EVALUATION -The Superintendent shall evaluate and assess in writing the performance of all Act 93 members with the exception of the Athletic Director/Athletic Trainer at least once a year during the term of this contract. The

evaluation and assessment shall be reasonably related to the position description and the goals and objectives of the DISTRICT for the year in question. The Athletic Director/Athletic Trainer will be evaluated annually by the High School Principal.

- a.** All ACT 93 EMPLOYEES who are required to, will be evaluated using the State Effectiveness Rubric as required by State Law.

In the event that the Superintendent determines the performance of an ACT93 EMPLOYEE to be unsatisfactory in any respect, he shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to types of improvements in all instances where the Superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the ACT 93 EMPLOYEE. The ACT 93 EMPLOYEE shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the ACT 93 EMPLOYEE's personnel file. The Superintendent's evaluation and ACT 93 EMPLOYEE's response shall be private and in no manner become public knowledge or record. Within thirty (30) days of the delivery of the written evaluation to the ACT 93 EMPLOYEE or as soon thereafter as is reasonably practicable, the Superintendent shall meet with the ACT 93 EMPLOYEE to discuss the evaluation.

5. PAYMENT FOR APPROVED CREDITS – Upon the submission of an official transcript and bursar's receipt from an accredited institution of higher education, the Juniata Valley School District agrees to reimburse Act 93 employees for tuition costs not to exceed the current Saint Francis University Graduate Education tuition rate per credit hour for up to twelve (12) credits per employee per contract year (July 1 to June 30). For purposes of determining the maximum reimbursable credits per year, the fiscal year in which each course was completed will control. The Act 93 member must earn a "B" grade or better, and all credits must be earned at an accredited university as part of a graduate program of study in an area relevant to the Act 93 member's current assignment. This agreement will apply to members beginning a program on or after November 9th, 2016. Reimbursement for Act 93 members who began a program prior to November 9th, 2016, will be governed by the previous Act 93 Agreement regarding tuition reimbursement.

- a.** All courses must be pre-approved by the Superintendent of Schools.
- b.** Act 93 members agree to remain employed with the Juniata Valley School District for a minimum of two (2) years from the date of reimbursement of

credits. If an Act 93 member would leave the district prior to this time, he/she agrees to repay the Juniata Valley School District the reimbursements accrued during the two-year window prior to his or her resignation or retirement.