

ACT 93 AGREEMENT

INTRODUCTION:

The goal of this Plan between the Franklin County Career and Technology Center Joint Operating Committee and Administrative Staff is to provide a means by which compensation affecting the school administrative personnel can be resolved within the framework of a management team philosophy.

The Joint Operating Committee (JOC) of Franklin County Career and Technology Center (FCCTC) adopts the following Administrator Compensation Plan pursuant to the "Public School Code of 1949", as amended, Section 1164. The JOC recognizes the importance of maintaining an effective Management Team to strengthen the administration and educational programs of the school and to establish and improve communications, decision-making, conflict resolution and other relationships among the members of the Team.

Furthermore, the JOC and the Act 93 team recognizes and abides by the tenets of Act 93 of 1984 which include the following:

1. The right for administrators to meet and discuss in good faith with the JOC if a majority of the administrators request to do so.
2. The right to a written compensation plan as board policy whether or not it is requested. The Plan must be good for no less than one year and contain, at the minimum, a description of the compensation plan, the salaries or the salary schedule and a list of fringe benefits.
3. Continuation of the right to a grievance process with the assistance of the Department of Education as provided for in the 1947 Anti-Strike Act.

PROGRAM OBJECTIVES:

Program objectives are established as follows:

1. To develop and maintain the management team philosophy between the JOC and the Act 93 group. In practice, this looks and sounds like ongoing dialogue between the JOC and administrators on vision, mission, goals, successes, areas for growth, etc. with the overarching goal of improving the educational offerings that maximize student growth.
2. To create and maintain relevant internal compensation practices that take into account the relationship between salaries paid teaching personnel and administrative personnel according to scope of the job. In practice, this looks and sounds like a universal understanding and acceptance that administrators are valued for the additional responsibilities of their positions and the time and effort needed to fulfill those positions.
3. To ensure that appropriate compensation is paid to administrators. In practice, this looks and sounds like ongoing reviews of administrator salaries paid in the FCCTC by position as related to same positions in the IU or region. Competitive salaries are needed to help the school attract and retain competent administrators.
4. To establish and maintain a systematic approach to compensation information. In practice, this looks and sounds like objective salary procedures are in place which insure that all administrators and supervisors are treated fairly with performance being the major differentiating characteristic among individuals.

5. To abide by the agreed upon and State approved evaluation plan for administrators. In practice, this looks and sounds like an approved JOC action denoting the administrative plan to be used which is either the current State Principal Effectiveness Plan or an alternate plan that has been approved by the Pennsylvania Department of Education (PDE).

TERM OF COMPENSATION PLAN:

The terms and conditions of this "Compensation Plan" shall be in effect beginning **July 1, 2019** and shall remain in effect until **June 30, 2023** and shall remain in effect thereafter, such time that a meet and discuss is requested by either the administrators' group or the Joint Operating Committee.

JOB DESCRIPTIONS

The Joint Operating Committee reserves the right, from time to time, based on operational need to amend or otherwise adjust the job descriptions and/or job responsibilities of Administrative Staff.

NOTE - The Joint Operating Committee reserves the right to include, exclude or otherwise revise administrative positions or create new positions during the term of this Agreement as operational or program needs arise.

LENGTH-OF-WORK YEAR:

Administrators will be contracted individually for the number of days worked per school year at the time of employment, subject, however, to the right of FCCTC to renegotiate the work-year at the beginning of each school year.

EVALUATION PROCESS:

Each administrator shall be evaluated by their Immediate Supervisor and/or Director and receive their final evaluation on or before June 30 of each year. The FCCTC will follow the evaluation guidelines as per Act 82 and utilize either the Principal Effectiveness process or an alternate evaluation process that has received approval by PDE. The performance evaluation plan is designed to give individualized consideration to Administration and to provide the basis on which salary adjustments may be granted to Act 93 personnel in accordance with their performance. Some of the assumption on which the plan is designed are as follows:

1. The basic administrative tasks and responsibilities as specified in the job description are necessary for the reasonable functioning of any school and must be the single most important criteria in measuring overall performance.
2. Jobs by their nature and source of creation have different priorities to different people and these priorities and the rationale for their ranking should be made clear to all parties involved.
3. Act 93 personnel should be supported in promoting professional experience through formal courses, workshops, and in informal ways.
4. There should be a well-documented support program which may assist in accomplishing goals.
5. Clearly understood goals, responsibility, authority, and accurate and effective evaluation of performance should be a part of every administrative assignment. The evaluation should suggest ways of improving performance in each succeeding year where improvement is shown to be needed.

6. A reciprocal degree of responsibility for professional assistance in terms of conferences, counseling, and the development of personalized in-service should be ensured where the latter are needed.
7. Each Administrator/supervisor is encouraged with the aid of staff members who report to him/her to establish a yearly procedure that will provide staff feedback on the Administrator's performance. Such feedback will be voluntarily given and not sent to the Administrator's supervisor.
8. Evaluation should focus upon aspects of current performance whereby strengths may be multiplied and weaknesses converted into strengths.

PROCEDURES

Periodically, but no less than two times per year, the Director or his/her designee shall meet individually with each member of the Administrative Staff to review progress on meeting the goals and objectives. Administrators will provide a portfolio to document activity on achieving goals. Each administrator will complete a self-evaluation and submit it to the reviewer prior to the final evaluation.

Final review sessions will be held on or before June 30 at which time final evaluations for the year will be conducted. Evaluations will cover two Areas.

Area I: Position Responsibilities: Using current position descriptions, staff members will be evaluated
Area II: Goals: Staff members will be evaluated on (At the discretion of the superintendent, this section could be used as a tool to correct performance problems and therefore would have no point value.)

Each year prior to June 30, the Director or his/her designee shall meet individually with Act 93 Personnel to complete the following:

1. Review job descriptions and recommend possible revisions.
2. Based on Board adopted goals, Act 93 personnel will develop goals and objectives for the coming year. These objectives result from building needs, district priorities, administrators' self evaluation, performance goals, staff assessment, personal/professional goals, and evaluator's observations.
3. Develop standards of performance procedures to be followed in meeting the goals and objectives.
4. The Director shall approve prior to June 30 a complete set of goals and objectives for each administrator for the coming year.

NOTE - Any employee who receives an "unsatisfactory" evaluation will not receive any pay increase for the year in which his/her performance is rated as an overall "unsatisfactory."

ACT 93 MEMBERSHIP

"Administrator" shall mean any employee of the school entity below the rank of administrative director, or assistant administrative 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.

The specific position titles covered by this agreement for the school include: Assistant to the Director and Principal.

INDEMNITY CLAUSE

The FCCTC agrees that it shall defend, hold harmless and indemnify Act 93 Administrators from any and all demands, claims, suits, actions and legal proceedings brought against the administrator in their official capacity as agent and employee of the FCCTC, provided the incident arose while the administrator was acting within the scope of their employment and excluding criminal litigation. The JOC shall provide public liability insurance to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as FCCTC administrator.

SALARY AND OTHER COMPENSATION

The starting salary for administrators for this Act 93 Agreement shall be as follows:

- Assistant to the Director: \$100,500
- Principal: \$86,500

In each subsequent year of the agreement, each administrator will receive a cost of living adjustment equal to 2% of the average from both of their prior year salaries. As an example, the COLA for the 2020-21 school year will be \$1,870 $((\$100,500 + \$86,500 / 2) * 2\%)$. Additionally, a 0-2% increase will be given based upon performance. The level of satisfactory performance will be based upon the satisfactory completion of goals established by the Administrative Director and the Superintendent of Record.

FRINGE BENEFITS

1. **Health Insurance/Vision/Dental** - Covered administrators are eligible to receive health and medical insurance coverage, vision coverage, and dental coverage under the same terms and conditions as that offered to members of the Franklin County Career and Technology Center Education Association. Members of the Act 93 group will make the same contribution toward health care as members of the teacher collective bargaining unit. The premium co-share will be made through monthly payroll deduction with pre-tax dollars.
2. **Term Life Insurance** - Term life insurance (with double indemnity) will be provided in an amount equal to **\$100,000** for each Act 93 administrator. Administrators may purchase additional term life insurance at their own expense.
3. **Long-Term Disability Care Insurance** - The FCCTC will provide long-term care insurance for each administrative employee covering nursing home and professional home care services up to a monthly benefit amount of **\$1,000**. Employees have the option to increase the coverage amount and/or add coverage for a spouse at their own expense.
4. **Tuition Reimbursement** – Act 93 administrators will be entitled to 100% tuition reimbursement of the actual tuition cost per credit hour in courses taken and credits earned after the date of this agreement. Credits taken shall be in either the employee's (1) area of professional responsibility; (2) in the field of education to improve administrative skills or educational qualification; (3) required by a program approved by the Administrative Director as filling a special need of the school; or (4) for an additional area of certification for a different professional position in career and technical administration.

Any employee who voluntarily leaves employment of the Franklin County Career and Technology Center must pay back 100% of the tuition reimbursement of the departure is within one (1) school year of the course completion or 50% of the tuition reimbursement if the departure is within two (2) school years of the course completion. "Voluntarily leaves employment" is

defined as leaving to seek employment elsewhere in or outside of the education profession. An employee who must resign due to a major life change will not be required to make any re-payment.

PAID LEAVES

- 1. Sick Leave** – Administrative employees will receive twelve (12) sick days at the beginning of each fiscal year. These may accumulate with no maximum cap. Each school year, up to five (5) accumulated sick days may be used to care for a sick child, newborn or other member of the employee’s immediate family household or an employee’s parent who may live outside of the employee’s household. Having been employed by the FCCTC for a period of at least five (5) consecutive school years, the employee, or the beneficiary of his/her retirement benefits, shall be paid a lump sum payment for accumulated sick leave under the same terms and conditions as that agreed upon under the Collective Bargaining Agreement for the Franklin County Career and Technology Center Education Association. Unused sick leave will be paid out at \$100 per day up to the maximum of 100 days into a 403(B) account.
- 2. Personal Leave** – Administrative employees receive three (3) personal days at the beginning of each fiscal year. These may accumulate to a maximum of five (5) at the end of any school year. All unused days beyond five (5) will be converted to sick leave. If a crisis or extreme emergency condition occurs and the employee’s entire available personal/emergency leave and family illness days have been exhausted, the Director has discretion to authorize additional emergency days.
- 3. Vacation Leave** – All 240-day administrative employees receive vacation days. Vacation time shall be pro-rated for new employees who have not completed a full year of service. Vacation time for all 240-day administrative employees is 20 days annually.

Vacation days may be taken at any time with the approval of the immediate supervisor and/or the Director. Act 93 employees will be reimbursed for up to 5 days of unused vacation time annually, at the per diem rate, to be deposited into a 403(B) account. Upon retirement, vacation days will be paid at current salary up to a maximum of forty (40) days.

OTHER BENEFITS

Covered administrators are eligible to receive all other benefits under the same terms and conditions as that offered to members of the Franklin County Career and Technology Center Education Association if not specifically explained in this agreement.

- 1. Travel Accident Insurance** - Administrators will be provided with School-paid travel accident insurance coverage in the amount of \$150,000.
- 2. Use of Personal Vehicle** - An employee shall be reimbursed at the rate set by the IRS per mile for use, after reporting to work, of his or her personal vehicle on school business.

COMPLAINT PROCEDURE

It is in the interest of the District that complaints be reconciled and disposed of as expeditiously as possible. Accordingly, the Administrators agree that complaints shall be resolved in accordance with the following procedures:

- A. Definitions - A complaint is a claim by a member of the Management Team that he/she has been personally affected by a violation, misapplication or misinterpretation of one or more of the provisions of this plan. A complainant is a member of the Management Team making a complaint.
- B. General Procedures
 - 1. All communications regarding complaints shall be in writing.
 - 2. All communications concerning complaints, formal and informal, shall be held confidential by all parties concerned, except where the complaint is presented to and resolved by the Joint Operating Committee.
 - 3. No level of proceedings may be by-passed. Every effort shall be made to resolve the complaint at the lowest possible level.
 - 4. The initiation of appeal procedures shall be the sole responsibility of the complainant.
 - 5. The timeline for filing of complaints should be followed in order to accurately and quickly address any outstanding issues.
- C. Specific Procedures
 - 1. Level I - When an Administrator has a complaint, they shall submit their complaint in writing to the Administrative Director within ten (10) days after the occurrence of the event, giving rise to the alleged complaint. If the complaint is not resolved to the satisfaction of the complainant within five (5) days by the above process by the Administrative Director responding to the complaint, the complainant shall then proceed to Level II.
 - 2. Level II - If the complaint is not resolved at Level I, the complainant may appeal to the Joint Operating Committee at its next regularly scheduled monthly meeting for a resolution of the complaint. The Joint Operating Committee may either hear the complaint in full at an executive session and resolve the same at such meeting or delegate to a committee the authority to resolve the complaint.

DISCHARGE

Nothing contained in this Plan is intended or shall be construed as guaranteeing any Administrator that he/she will continue in his/her current job assignment through the term of this agreement, or thereafter. The JOC reserves all managerial rights granted by the Public School Code, including, without limitation, the right to furlough, suspend, demote, discharge or remove any of its Administrators or to otherwise establish, reassign, or abolish administrative job assignments and/or positions consistent with the Public School Code.


SENIORITY

Seniority shall mean the length of service in the School from the employee's first day of work as a school administrator or as a professional employee following the date of hire.

Seniority shall be determined on the basis of school years or any fractional part thereof rounded to the nearest thousandth. An employee who works more than the normal school year shall not be considered to have accumulated more seniority than an employee who works the normal year. Service rendered, however, on a part-time basis shall be


counted as a fractional part of a school year. This provision applies only to Tenured Employees/Administrators, as is applicable under the Pennsylvania Public School Code of 1949, as amended.

In the event that any provision of this Plan is deemed to be contrary to law by a court of competent jurisdiction, such illegal provisions shall be regarded as void and all other provisions of this Plan shall continue in full force and effect.




Representative of Administrative Staff
7/15/19

Date



Representative of Administrative Staff
7/15/19

Date



Chairman of the Joint Operating Committee
7/15/19

Date