FRANKLIN COUNTY CAREER AND TECHNOLOGY CENTER ADMINISTRATIVE DIRECTOR EMPLOYMENT AGREEMENT 2022-2025

EMPLOYMENT AGREEMENT

The Joint Operating Committee "JOC" of the Franklin County Career and Technology Center adopts the following Administrative Director Employment Agreement pursuant to the "Public School Code of 1949" as amended, Section 1164.

The JOC recognizes the importance of maintaining effective management to strengthen, maintain, and review the vocational programs of the CTC.

As a condition precedent to this contract, the Administrative Director shall continue to hold a valid Administrative Director's certificate issued by the Department of Education, Commonwealth of Pennsylvania.

The Administrative Director will continue to assume the responsibilities associated with the supervision of the Adult Education program until further notice.

The Administrative Director shall be charged with performing all duties incident to the office of the Administrative Director as set forth in the Public School Code and such other duties as may be legally prescribed by the Joint Operating Committee.

TERM OF COMPENSATION PLAN

This plan is effective July 1, 2022 and shall continue until June 30, 2025.

DEFINITIONS

The term "Administrative Director" within this plan shall mean Director of the Franklin County Career and Technology Center.

ASSESSMENT OF PERFORMANCE

The JOC shall evaluate, in writing, the performance of the Administrative Director at least once a year during the term of this contract, no later than June 30th of each year, using a mutually agreed upon method as the basis for said evaluation.

COMPENSATION PLAN

- 1. The Administrative Director will receive an annual salary of \$115,000 for the 2022-23 school year. A 3-5% increase in salary will be awarded the 2nd and 3rd year of the contract based upon a satisfactory year-end assessment of performance by the JOC.
- 2. The Administrative Director in coordination with the JOC will develop and revise, on an annual basis, a 3 and 5 year Management Plan indicating goals and priorities to be accomplished.

FRINGE BENEFITS

- 1. Twenty (20) vacation days per year accumulated to a maximum of 40 days.
- Sixteen (16) holidays are added to the vacation days. Any holidays scheduled as school days
 will result in equivalent vacation. Labor Day, Columbus Day, 2 days at Thanksgiving, 5 days
 at Christmas, Martin Luther King's Birthday, Washington's Birthday, Good Friday, Easter
 Monday, Memorial Day and 4th of July.
- 3. For the length of this contract, the Administrative Director will make the same contribution toward health care as members of the teacher collective bargaining unit. The premium coshare will be made through monthly payroll deduction with pre-tax dollars.
- 4. Life Insurance The FCCTC Administrative Director will receive Group Term Life Insurance coverage (individual) in the amount of \$100,000.00.
- Professional Organizational Dues The FCCTC Administrative Director will receive payment for annual dues in professional organizations of his/her choice not to exceed \$100.00 per year.
- 6. The Administrative Director shall receive ten (10) days sick leave per year which will accumulate.
- 7. The Administrative Director shall receive two (2) days personal leave per year and one additional day to be deducted from accumulated sick leave if used. Two days personal leave can be converted to sick leave if unused.
- 8. Absence due to the death of a relative Whenever the Administrative Director shall be absent from his duties because of a death in his immediate family, there shall be no deduction in salary for an absence not is excess of three (3) school days. The Joint Committee may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son,

daughter, husband, wife, mother-in-law, father-in-law, or near relative in the same household, of any person with whom the Administrative Director has made his home.

Whenever the Administrative Director is absent because of the death of a near relative there shall be no deduction in the salary for absence on the day of the funeral. The Joint Committee may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

- 9. Absence Because of Appearance Before a Judicial or Administrative Tribunal —When the Administrative Director is called for jury duty or, in any action arising out of the performance of his duties, he shall be compensated his full salary less the pay received for the performance of such obligations. Such compensation shall not apply to the Administrative Director who is under suspension pending an investigation and hearing on charges.
- 10. The Administrative Director shall be entitled to reimbursement for mileage, meal and overnight expenses for purposes of travel related to operation of the FCCTC. Travel expenses will be reimbursed at the current IRS rate.
- 11. The Administrative Director shall be entitled to all other benefits that are part of the PSERS and the Pennsylvania School Code. The Administrative Director will also receive any additional employee benefits not specifically covered in this agreement that have been negotiated in the Act 93 Agreement.
- 12. The employer reserves the right to have the Administrative Director examined by a physician of the District's choice for sick leave taken.

RETIREMENT

- 1. Retirement Medical Benefits: FCCTC shall not provide post-retirement medical insurance benefits to the Administrative Director.
- 2. For employees who retire from employment and meet the eligibility requirements hereinafter set forth, the employee shall receive retirement incentive benefits in accordance with the following:
 - Upon retirement from employment or upon death of any covered Administrator while employed by the Joint Operating Committee as the Administrative Director to which this agreement pertains, and having been a member thereof 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 and vacation leave under the same terms and conditions as that agreed upon under the Act 93 Agreement.
 - Unused sick leave will be paid out at \$100 per day up to the maximum of 100 days.

• Unused vacation leave will be paid out at per diem rate up to the maximum allowable of 40 days.

TERMINATION PROVISIONS

Prior to the expiration date stated for in this Agreement, the Agreement may be terminated only by:

- 1. Resignation of the Administrative Director upon sixty (60) days written notice to the JOC;
- 2. Written mutual agreement of the parties; or
- 3. Discharge of the Administrative Director for the causes under the procedures set forth in the Pennsylvania Public School Code of 1949, as amended. In the event of discharge following a hearing before the JOC Directors, the Administrative Director may exercise any rights of appeal or review granted under the Local Agency Law, the Public School Code and/or any other applicable laws enforceable in this Commonwealth.

ARBITRATION OF DISPUTES

As a condition of employment with Franklin County Career and Technology Center, any claim against the Franklin county Career and Technology Center as a result of employment, including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act and the Pennsylvania Human Relations Act, shall be exclusively resolved through binding arbitration. The arbitration will be conducted through the American Arbitration Association with the parties splitting the cost of arbitration. The arbitrator shall have the right to order any damages. The foregoing is subject to the provision of the Pennsylvania Public School Code and the Local Agency Law.

DURATION OF THE AGREEMENT

The Employment Agreement shall become effective on July 1, 2022 and shall continue in full force and effect until June 30, 2025. Approved by: