

AGREEMENT

Between

**DOVER AREA SCHOOL DISTRICT BOARD OF
SCHOOL DIRECTORS**

And

**DOVER AREA SCHOOL DISTRICT ACADEMIC
AND NONACADEMIC ADMINISTRATORS**

For the period of

July 1, 2021 to June 30, 2024

Approved by the Dover Area School Board

:Board President

INTRODUCTION:

The goal of this Plan between the Dover Area School District's Board of Education and Administrative Staff is to provide a means by which compensation affecting the school administrative and supervisory personnel can be resolved within the framework of a management team philosophy.

The Board of School Directors of Dover Area School District adopts the following Administrator Compensation Plan pursuant to the "Public School Code of 1949", as amended, Section 1164. The Board recognizes the importance of maintaining an effective Management Team to strengthen the administration and educational programs of the district, and to establish and improve communications, decision-making, conflict resolution, and other relationships among the members of the Team.

Furthermore, the district 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 board of school directors if a majority of the administrators so request.
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:

- a) To develop and maintain the management team philosophy between the Board of Directors and the Act 93 group. In practice, this looks and sounds like ongoing dialogue between the board and administrators on vision, mission, goals, successes, areas for growth, etc. with the overarching goal of improving the educational offerings that maximize student growth.
- b) 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.
- c) To ensure that appropriate compensation is paid to administrators. In practice, this looks and sounds like ongoing reviews of administrator salaries paid in the district by position as related to same positions in the IU or region. Competitive salaries are needed to help the school district attract and retain competent administrators.
- d) 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.
- e) To abide by the agreed upon and State approved evaluation plan for administrators. In practice, this looks and sounds like an approved Board action denoting the administrative plan to be used in the district which is either the current State Principal Effectiveness Plan or an alternate plan that has been approved by the Pennsylvania Department of Education.

TERM OF COMPENSATION PLAN:

This plan is effective **July 1, 2021** and shall continue until **June 30, 2024**. In the event this agreement expires, all portions and categories will remain active until the next agreement is approved.

EVALUATION PROCESS:

Each Academic administrator shall be evaluated by the Superintendent or Assistant Superintendent and receive their final evaluation on or before November 30th of each year. The District 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 for all academic administrators. Salary adjustments will be made as soon as the final school/district data is available and upon completion of the final evaluation and is retroactive to July 1st of each year.

Each Non-Academic administrator shall be evaluated by the Superintendent, Assistant Superintendent or Chief Financial and Operations officer and receive their final evaluation on or before July 30th of each year. The District will use a District-wide non-Academic Evaluation form which aligns to the PDE Framework for Leadership rubric. Salary adjustments will be made as soon as the final school/district data is available and upon completion of the final evaluation and is retroactive to July 1st of each year.

DEFINITION:

For the purpose of this agreement, the term Administrator shall refer to the following academic positions: School Principals, School Assistant Principals, Director of Exceptional Children, and CTE Director. This agreement will also refer to the following non-academic positions: Director of Athletics and Student Organizations, Director of Technology, Director of Facilities, Director of Public Relations/Child Accounting, Director of Food Services, and the Business Manager. Additional positions may be added to this definition at the discretion of the School Board.

LENGTH OF WORK YEAR:

All current administrative positions have a 12-month work year (261 workday schedule). Administrators are expected to report to work on inclement weather days unless otherwise directed by the Superintendent or the State Department.

INDEMNITY CLAUSE:

The district 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 individual capacity or official capacity as agent and employee of the district, provided the incident arose while the administrator was acting within the scope of their employment and excluding criminal litigation. The Board shall provide public liability insurance for the administrator up to \$4 million dollars to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as district administrator. If an administrator retires from the school district in good standing, then the indemnity clause remains in effect for an additional ten years.

SALARY AND OTHER COMPENSATION:

- a) During each year of the agreement, all administrators will be eligible to receive up to a 3% increase in salary based on their annual evaluation rating. All salary increases provided each year will be added to the administrator's base salary. Non-academic administrators will receive their increase effective July 1st. Academic administrators will receive their increase each year following the finalization of 82-2 performance evaluation. Salary increases for academic administration will be retro-active to July 1st.
 - 0% for a failing rating
 - 1% for needs improvement rating

- 3% for proficient rating
- 4% for distinguished rating
- b) There will be no bonus pay for attainment of additional degrees.
- c) In order to remain competitive in our local area, the following salary ranges are in effect during this agreement.
- d) Current salaries will not be reduced to fit scale. All administrators that are currently above their range will continue to receive that compensation and be eligible for the yearly increase.
- e) Any changes to this category shall provide an opportunity for a meet and discuss with the Administrative Act 93 team.

RANGES DEFINED

ACADEMIC			
Range One	Range Two	Range Three	Range Four
HS Principal	MS Principal	ES Principal	HS Assistant Principal
	Dir of Exceptional Children	CTE Director	MS Assistant Principal

Based on years in the Range			
Academic Administrator			
	Min	Mid	Max
Range 1	\$ 100,710.00	\$ 118,596.47	\$ 144,568.43
Range 2	\$ 95,115.00	\$ 112,007.77	\$ 136,536.85
Range 3	\$ 89,520.00	\$ 105,419.08	\$ 128,505.27
Range 4	\$ 82,200.00	\$ 96,799.02	\$ 117,997.47
<i>**Based on a 20-year spread</i>			

NON-ACADEMIC		
Business Manager	Dir of Food Service	
Dir of Athletics and Student Organizations	Dir of Public Relations / Child Accounting	
Dir of Facilities	Dir of Technology	

Non-academic starting salaries will be based on their position and their overall years of experience within their functional area.

SICK LEAVE:

- a) On July 1st, each administrator shall be credited with sick leave allowance in accordance with the following schedule: 12-month employee = 12 days
- b) Sick days at retirement are capped at 150 days which will be paid at the substitute rate per day. Payment will be made into a 403B or 457B plan. Administrators shall not be eligible for this benefit until the District has employed the individual for five (5) years.
- c) Fifty (50) days of sick leave may be transferred from another school district.
- d) If an administrator involuntarily leaves the district due to just cause, no payment of sick days will be made to the administrator.

VACATION DAYS:

- a) The district shall provide twelve (12) month administrative employees the opportunity to earn vacation time annually.
- b) All twelve (12) month administrative employees will earn 1.5 days of vacation per month for a total of 18 vacation days. These days will be credited on July 1st each year.
- c) On June 30th, any administrators with more than thirty (30) will have the option to have five (5) days of previous year's remaining vacation days to be paid out at full diem rate. Per diem is defined as the employee's salary divided by number of scheduled work days in the year.
- d) No Administrators may carry over more than a total of thirty (30) vacation days. On June 30th of every year, any days over thirty (30) will be transferred to Sick time.
- e) Administrators who are in their first year of employment with the district and leave will reimburse the district for all paid vacation time utilized.
- f) Administrators must request scheduled vacation through their Supervisor in a timely manner prior to the scheduled first day off.
- g) All vacation schedules are subject to final approval by the Superintendent.
- h) Upon separation of employment and with a 60-day notice, the balance of earned and unused vacation will be paid at full per diem. Per diem will be calculated based on 261-day work year.

PERSONAL LEAVE:

All administrators under this agreement will be given 3 days of personal leave. All personal leave requests must be made within 48 hours of the desired time to the superintendent. Personal Leave will not be carried over into the following year.

JURY DUTY LEAVE:

Each administrator shall be entitled to receive jury duty leave in the event said administrator is called upon to serve on a jury in the state or federal courts of the Commonwealth of Pennsylvania. Salaries and benefits for such administrators shall continue during the term of such leave, as long as said administrator reimburses the school district the amount received from said courts as payment for jury duty. Leave for jury duty does not count as vacation or personal leave.

LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT:

- a) A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the board of school directors and shall be restricted to activities required by regulations of the State Board of Education and by the laws of this Commonwealth for a professional certificate or commission or to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the board of school directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. At a minimum

for a half school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. At a minimum for a full school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.

- b) The administrator requesting a leave of absence for professional development shall submit to the board of school directors a detailed plan describing the professional development activities to be undertaken. The board shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the administrator shall provide to the board of school directors satisfactory evidence that his/her approved plan for professional development was fully complied with during the leave of absence. If the administrator fails to do so, unless prevented by illness or physical disability, the administrator shall forfeit all benefits to which he/she would have been entitled under the provisions of this act for the period of the absence for professional development. The administrator shall also submit to the Superintendent within the first month following the conclusion of the leave an official transcript of all courses completed. Failure to submit the following will result in forfeiture of all compensation and benefits paid by the district:
 - Official transcript of all courses completed
 - Required reports
- c) Acceptance of a leave of absence for professional development incurs a commitment by the administrator to return to active duty in this district immediately following the leave.

PAID HOLIDAYS

All administrative employees shall receive the following paid holidays annually unless school is in session, as follows:

- New Year's Eve and New Year's Day
- Martin Luther King's Day
- President's Day
- Easter Holiday Break
- Independence Day
- Memorial Day
- Labor Day
- Columbus Day
- Thanksgiving Break
- Winter Recess

PROFESSIONAL DEVELOPMENT:

- a) Administrators will be reimbursed for Act 45 credits.
- b) A Professional Development conference will be at the recommendation of the superintendent, discretion of the Board, and the availability of district funds.
- c) The district will pay annual membership costs for one (1) professional organization of the administrator's choosing and as related to area of certification with Supervisor approval.
- d) Should an administrator leave the district within one year or less of course completion, that administrator would be responsible for 50% of reimbursement cost to the district. An

administrator that remains in the district beyond one year of course completion will no longer be required to reimburse the district.

BENEFITS:

- a) A term life insurance policy equal to twice the administrator's salary. In addition, the employee has to option to purchase an equivalent policy at the employee's expense not to exceed \$500,000.00.
- b) \$2,000 Employer Matching Tax Sheltered Annuity Plan paid on or before August 30 each fiscal year. The administrator can begin contributing employee deferral(s) July 1 through June 30 of the previous school year to meet and be eligible for the match employer contribution on or before June 30. The District, as the employer, will match administrator's tax-sheltered contribution dollar for dollar up to a maximum of \$2,000 per fiscal year. Administrator's tax-sheltered contribution(s) must be in accordance with the Districts 403B Plan document. Vendor selections can be any vendor who accepts employer contribution and is listed on our current vendor list.
- c) Medical and Dental Benefits:
 - As accorded to the professional staff by contractual agreement. The District reserves the right during this agreement to implement a Health Savings Medical Plan for administration.
 - Upon retirement from education, after twenty (20) years of educational service, ten (10) of which must have been as an Administrator within the District, any Administrator may choose to continue to receive his/her benefits (individual coverage only) through the District's insurance program, by paying 50% of the total district cost for individual coverage listed in the contract.
 - Benefits for Administrators will be in effect for a maximum period of seven (7) years or age 65 whichever occurs first.
 - Disability insurance following a 90-day waiting period of sixty percent (60%) of monthly salary to maximum of \$5,000 per month.
- d) Travel Accident Insurance, basic coverage, for Administrators is provided under this agreement for purpose to protect against accidents occurring while an Administrator is on school premises in execution of duties or when traveling on school related business. Twenty-four (24) hour coverage is available for administrators at the additional cost per the coverage plan.

PROTECTIVE LANGUAGE:

Just Cause:

- An employee can be discharged or otherwise disciplined (for example, by suspension or demotion) only for "just cause."
- An employee who is disciplined can file a complaint.
- If the complaint is not settled satisfactorily, the Act 93 group can require it to be decided by an arbitrator.
- The arbitrator will hold a hearing and then issue a decision that is final and binding.

Discharge:

Discharge of any employee shall be subject to arbitration or to proceedings at law under the Pennsylvania Public School Code as the affected employee may elect, subject to the following conditions and restrictions:

- a) Discharge shall be commenced by the delivery to the employee of a Notice of Charges.
- b) The affected employee must, by written notice delivered to the Superintendent with twenty-one (21) days receipt of such notice, elect between arbitration and proceedings

under the Public-School Code. Failure to timely elect shall be deemed consent to discharge and a waiver of all rights to contest the employee's discharge.

- c) If the affected employee elects to proceed under the Public-School Code, the District shall promptly deliver to the employee a Notice of Hearing on the Charges, fixing the hearing for not less than ten (10) nor more than fifteen (15) days after such notice of hearing. All proceedings thereafter shall be in accordance with the Public-School Code.
- d) If the employee elects arbitration, the District and Employee shall submit the matter to the Bureau of Mediation for a panel of arbitrators.
- e) Where the employee elects arbitration, the arbitrator shall be bound by the provisions of the Public School Code and judicial precedents hereunder, and his/her determinations on such matters of law shall be subject to judicial review and correction as matters of law, in the applicable appellate proceedings. Discharge shall not be governed by just cause.

SENIORITY:

Seniority shall mean the length of service in the District from the employee's first day of work as a school district 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.

CHANGES TO AGREEMENT:

Once the agreement is enacted by a school board vote, no changes to this agreement can be made unless agreed to by both parties through a written Memorandum of Understanding (MOU).