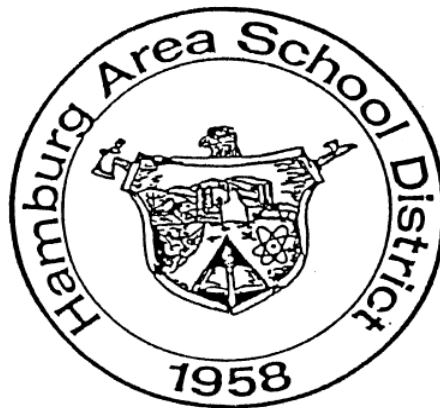


MANAGEMENT EMPLOYEES' AGREEMENT

July 1, 2015 – June 30, 2018



A great place to live and learn.

**HAMBURG AREA SCHOOL DISTRICT
HAMBURG, PA 19526-0401**

June 9, 2015

**AGREEMENT BETWEEN HAMBURG AREA SCHOOL DISTRICT
AND HAMBURG AREA MANAGEMENT ASSOCIATION**

I. PURPOSE

The general purpose of this agreement is to foster mutual support and loyalty between Administrators, Supervisors, and Directors and the Board of School Directors, working together within state statutes, guidelines provided by the Department of Education, and policies established by the Board of School Directors.

Management and the Board recognize the need for cooperation, understanding, and mutual support to operate an effective program of educational opportunity in the Hamburg Area School District.

Specifically, this agreement is intended to provide a means by which compensation matters affecting school management personnel can be resolved within the framework of a team philosophy.

II. RECOGNITION

The HAMBURG AREA MANAGEMENT is hereby recognized by the HAMBURG AREA SCHOOL DISTRICT, hereinafter called the employer, as the exclusive representative for the employees properly included in the unit of management employees of the school district under the conditions of Pennsylvania Law (Act 93) and the Public School Code of 1949 (Section 1164).

For the purpose of this agreement, management shall include:

PRINCIPAL	HIGH SCHOOL
CO/ASSISTANT PRINCIPAL	HIGH SCHOOL
PRINCIPAL	MIDDLE SCHOOL
CO/ASSISTANT PRINCIPAL	MIDDLE SCHOOL
PRINCIPAL	ELEMENTARY SCHOOL
PRINCIPAL	ELEMENTARY SCHOOL
DIRECTOR, ATHLETICS	DISTRICT
DIRECTOR, CURRICULUM & INSTRUCTION	DISTRICT
DIRECTOR, FOOD SERVICE	DISTRICT
DIRECTOR, FACILITIES	DISTRICT
DIRECTOR, INSTRUCTIONAL TECHNOLOGY	DISTRICT
DIRECTOR, SPECIAL EDUCATION	DISTRICT
SUPERVISOR, INFORMATION TECHNOLOGY	DISTRICT
COORDINATOR, TRANSPORTATION/ CHILD ACCOUNTING	DISTRICT

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

III. TERMS OF AGREEMENT

The terms of this agreement shall begin on July 1, 2015 and shall continue in full force until June 30, 2018, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

IV. SALARY AND WAGE PROVISIONS

The parties agree to the salary and wage provision reflected in Appendix A.

The Hamburg Area School District will implement a *Pay For Performance* Evaluation for Management Employees.

V. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix B attached to and made part of this agreement.

Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section III shall be evidenced by a revised Appendix B which shall be executed by the parties and attached hereto and made part of this agreement.

VI. GRIEVANCE PROCEDURE

It is in the interest of the general public, and in the interest of the school children that both employer and management serve, that grievances be reconciled and disposed of as expeditiously as is possible.

The parties agree that grievances which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Public Law 1183, No. 492.

VII. MEET AND DISCUSS

The parties agree that members of Management have the opportunity to meet and discuss with the Board in the event there are matters that have not been resolved after the regular channels have been followed.

VIII. WAIVERS

The parties agree that no additional discussions on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

APPENDIX "A"
SALARY AND WAGE PROVISIONS

During the term of this agreement, administrators covered by this agreement shall receive compensation based on performance. The Superintendent will be responsible for evaluating all administrators covered by the Agreement. (See attached Evaluation Form)

During the term of this agreement, entry level salaries for employees covered by this agreement will be determined by the Superintendent and the Board of School Directors. For the purpose of each administrator's state rating, the Pennsylvania Department of Education evaluation system will be used, but for the purpose of salary, the existing Hamburg Area School District (Pay for Performance) evaluation system will be used with salary adjustments as defined below:

1. **Unsatisfactory:** 0% increase with \$0 contributed into a 403(b) and/or 457(b).
2. **Satisfactory:** Increase equal to \$2500.
3. **Commendable:** Increase equal to \$2500 plus \$1,000 contributed into a 403(b) and/or 457(b).
4. **Exceptional:** Increase equal to \$2500 plus \$2,000 contributed into a 403(b) and/or 457(b).

Salary increases will be recommended to the board of school directors by the Superintendent based on performance. Budgeted funds may also be used at the discretion of the Superintendent for market value adjustments and/or one time merit bonuses for work that exceeds expectations in any given year.

In addition, salary increase adjustments for individual management employees may be recommended to the Board by the Superintendent at any time during the term of the agreement.

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APPENDIX "B"
OTHER EMPLOYEE BENEFITS

I. SICK LEAVE

- A. Employees will have unlimited accumulation of sick leave, from year to year, at the rate of 12 days per year for 12 month employees (and 10 days per year for 200 day employees).
- B. All or any part of such accumulated unused sick leave may be taken in any one or more school years.
- C. Any employee who retires shall receive payment for unused sick leave at \$70 per day.
- D. Payment for unused sick leave shall be made to the employee only upon retirement. In the event of death of the employee before retirement, such allowance shall be paid to the employee's beneficiary.

II. EMERGENCY LEAVE

- A. The employer shall grant two (2) full days emergency leave (without loss of pay) during a school year. The emergency day must be approved by the Superintendent and are not cumulative.
- B. The Superintendent shall be authorized to approve request for the following reasons:
 - 1. Serious illness or accident involving a member of the immediate family (father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative) who resides in the same household.
 - 2. Emergencies affecting the employee's legal residence (fire, water destruction, structural damage, burglary, vandalism).
- C. Additional emergency days may be granted for urgent reasons, at the discretion of the Superintendent. Urgency shall be the criterion for determining the number of days as well as the validity of the request.

III. PERSONAL LEAVE

- A. The employer shall grant two (3) full days personal leave (without loss of pay or accumulated sick leave) during each year of the agreement. The personal days must be approved by the Superintendent. Personal days shall be subject to these guidelines:
1. Employee must notify the Superintendent in writing on the form provided for this purpose, at least three (3) days prior to using a personal day. In the event an employee wants to rescind the request, they must do so at least one (1) day prior to requested day by giving written notice to the Superintendent.
 2. Personal days shall not be granted during the first week (5 school days) of the school calendar or the last week (5 school days) of the school calendar or on a scheduled in-service day. Exceptions may be granted for urgent reasons, at the discretion of the Superintendent. Urgency shall be the criterion for determining the validity of the request.
 3. Employees may accumulate personal leave, but shall be limited to a maximum of five (5) days use in a school year. At retirement, unused leave shall be considered as sick leave and reimbursable in accordance with the provisions of this agreement.

IV. BEREAVEMENT LEAVE

- A. Whenever an employee is absent from duty because of death in the immediate family, there shall be no deduction in salary for an absence of three (5) school days. However, the Superintendent may extend a period of absence with pay at his discretion.
- B. No deduction in pay for absence on the day of the funeral shall be made because of the death of a near relative. The Superintendent may extend the period of absence with pay as the case may warrant.
- C. This leave is in accordance with the provisions of the school laws of Pennsylvania.

V. HEALTH COVERAGE

- A. The employer shall purchase coverage in the Blue Cross/Blue Shield and Major Medical Plan for the employee. In addition, the employer will contribute towards the same coverage for other members of the family as defined by Blue Cross/Blue Shield and Major Medical Plan. **The employee will contribute to the cost of the medical plan at a percentage that aligns with the Professional Employee Agreement and number of days employed per year. 10 month employees with pay 10% in 2015-16, while 12 month employees will contribute 7.2%. For the remainder of the agreement, 10 month employees will pay 12%, while 12 month employees will pay 9.2%.**
- B. The employer shall pay for Blue Shield Dental Care (Basic Program) as described in the plan for each employee only, provided such employee elects, in writing, to participate therein. Dependency coverage may be obtained on a payroll deduction basis provided the minimum requirements of the carrier are met.

VI. MEDICAL PLAN

- A. During the term of the agreement, the employee will be reimbursed to a maximum amount of \$800 for any medical expense not reimbursable by any other plan, incurred by employee or his/her dependent upon the presentation of a receipted invoice.
- B. Requests for reimbursement shall be submitted to the Office of the Superintendent by June 30 and will be reimbursed within 60 days.
- C. Any unused portion of reimbursement may be carried over to a succeeding contract year.

VII. LIFE INSURANCE

- A. The employer shall provide life insurance coverage for each employee equal to twice the annual salary. This coverage is to be effective on the first day of the new fiscal year.

VIII. INCOME PROTECTION PLAN

- A. The employer shall provide an income protection plan to protect its sick or disabled employees during an extended absence for illness after sick leave has been exhausted. This plan will pay 1/2 of the employee's per diem rate per day.* Payment shall be for a period not to exceed one year and will be made under these conditions:

*Twelve-month employees will use 260 days to determine per diem rate.

1. Eligibility for Income Protection will begin when all accumulated sick leave has been exhausted.
2. Payment will not be made for a period of absence of less than ten (10) consecutive working days. These days to begin when eligibility has been established as provided in Part I above.
3. Payment will not be made for illness or disability incurred during activities not associated with the Hamburg Area School District for which remuneration was received.
4. Payment will not be made if the employee is eligible for social security disability payments or worker's compensation.
5. Payment will be made upon receipt of a properly completed request form which verifies the absence and the reason for absence.

IX. RETIREMENT PLAN

- A. The employee is a member of the Public School Employees Retirement System (P.S.E.R.S.).

X. VACATION - AFTER COMPLETION OF ONE YEAR'S EMPLOYMENT

- A. A total of 20 days vacation will be granted in each school year. (Not more than 15 days can be carried over after June 30.)
- B. After 20 years of service in the Hamburg Area School District, an employee shall receive one (1) additional day vacation leave for each year of service up to a maximum of twenty (25) days.
- C. Vacation days may be taken at any time during the school year providing arrangements have been made with the Superintendent. An exception being that all employees shall be present during the last week prior to the opening of school, unless authorization has been approved by the Superintendent.

- D. Two hundred day employees do not receive vacation. However, if employees are required to be employed more than 200 days, they will be entitled to proportionate vacation or compensation. This time may be taken during the school year, provided approval has been received from the Superintendent.
- E. Vacation time will not be granted during a sabbatical leave.

XI. HOLIDAYS

- A. Holidays shall be those listed on the district calendar for the school term and shall also include the “summer holidays” of July 4th and Labor Day. (Not applicable to 200 day employees.)
- B. Whenever school is not in session, employees shall not be expected to report to work. (This does not include in-service days.)

XII. EMERGENCY APPOINTMENTS

- A. Employees may be excused with pay from assignment for appointments that cannot be made other than during the work day. This shall be implemented at the discretion and approval of the Superintendent.

XIII. REIMBURSEMENT FOR TRAVEL EXPENSE

- A. The employee, when traveling on behalf of the school district, shall be compensated at the most current rate per mile as provided by the school district.

XIV. MEMBERSHIP FEES

- A. The school district will pay the fee essential for the employee’s membership in one organization commensurate with his/her position. This must be approved by the Superintendent.

XV. PROFESSIONAL DEVELOPMENT

- A. The employer will pay the average cost of graduate tuition incurred for all graduate level courses in a college or university approved program. PSU

Berks, Weidner University, Immaculata, and Lehigh University will be used to determine the average. All courses must be pre-approved by the Superintendent of Schools in order to qualify for reimbursement.

- B. Administrators who resign their positions after taking graduate courses must return to the District a percentage of the tuition paid by the District as follows:

Leaving the District 3 years after payment	=	0%
Leaving the District 2 years after payment	=	33.33%
Leaving the District 1 year after payment	=	66.66%
Leaving the District less than 1 year after payment	=	100%

XVI. CONFERENCES

- A. Employees may attend conferences, conventions, meetings, and participate in educational activities that will enable them to become more efficient and productive in carrying out their designated duties. Attendance shall be in accordance with Board Policy and reimbursement shall be in accordance with Board Policy

XVII. SAVINGS PLANS

- A. The employee shall have the opportunity to participate in a tax sheltered annuity and/or savings bond plan at a level to be chosen by the employee. The school district will not contribute.

XVIII. COURT DUTY

- A. Time that is necessary to serve as a juror or witness in school district related business shall be granted to a full-time employee with full pay on condition that money received for such service shall be given to the school district for deposit in the general account.
- B. The school district reserves the right to deduct from the salary of the employee the amount of money received by such employee while serving as a subpoenaed juror or witness in the event the employee fails, for any reason, to pay the money received to the school district.

XIX. FINAL YEAR SERVICE INCREMENT

- A. In recognition of service rendered by an employee who will retire during the contract year, a severance payment will be made.

The following conditions and schedule of benefits shall apply:

1. At least sixty (60) days notice of intent to retire shall be given, in writing, to the Superintendent.
2. Retirement shall meet the regulations of the Public School Employees Retirement Board.
3. Severance payment will be made in June of the contract year, provided the employee has submitted a letter of resignation to the Superintendent and is effective at the end of the contract year.
4. Severance payments shall not be added to salary for retirement computation.
5. All service must have been in the Hamburg Area School District.

YEARS OF SERVICE

SEVERANCE PAYMENT

10 – 20

\$ 100.00 per year

21 - 30

\$ 125.00 per year

31+

\$ 150.00 per year

XX. MEMORANDUM OF UNDERSTANDING

- A. The employer acknowledges the uniqueness of Middle Management's position and responsibilities, but recognizes the need for basic guidelines concerning the employment year and work day.
1. For the purpose of clarification, 260 days shall be considered the standard employment year, and thus subject to the respective vacation and holiday benefits.
 2. Due to the variance in the responsibilities, it is difficult to establish a "basic" work day, but it should coincide with the hours of those for whom you are responsible, as a minimum. Employees should be "on the job" at least one-half hour before and after these individuals. Basically, as Middle Management, you are expected

to devote the time necessary to attain the goals of the organization. Specific concerns should be discussed with the Superintendent.

3. A principal from each level and all other administrators will be required to attend the first regularly scheduled board meeting of the month (Committee-of-the-Whole Meeting). Exceptions can be made by the Superintendent for extenuating circumstances.
4. A principal from each level, the Business Administrator, and the Assistant Superintendent will be required to attend the second regularly scheduled meeting of the month (voting meeting). Exceptions can be made by the Superintendent for extenuating circumstances.
5. Where not specifically mentioned, all the rights and privileges extended to employees shall be extended to Management.

XXI. EFFECTIVE DATE OF SIGNATURE

This agreement is made and entered into this 12th day of April 2010, and by and between the HAMBURG AREA SCHOOL DISTRICT and the HAMBURG AREA MANAGEMENT EMPLOYEES (ACT 93).

By _____

Hamburg Area School District
President

By _____

Hamburg Area Management Employees
Representative

By _____

Hamburg Area School District
Secretary

By _____

Hamburg Area Management Employees
Representative

APPENDIX "C"

**EMPLOYEE EVALUATION
MANAGEMENT ADMINISTRATORS**

Management Administrators will be evaluated by the Superintendent of Schools, utilizing an instrument developed mutually by the Superintendent and Act 93 Personnel.

- Not later than May 15, the Superintendent will complete the employee evaluation.
- The employee will receive the evaluation not later than June 1.
- Salary changes will become effective at the start of the succeeding fiscal year.
- In the event the employee is not satisfied with the rating, he/she has the right to meet and discuss the evaluation with the Superintendent. In the event the employee and Superintendent cannot come to a mutual agreement, the employee shall have the opportunity to meet and discuss those areas with the Superintendent and the Board of School Directors.

03/15/2010
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