

# **AGREEMENT**

**between the**

**GOVERNMENT OF THE U.S. VIRGIN ISLANDS**

**DEPARTMENT OF EDUCATION**

**and the**

**ST. THOMAS/ST. JOHN EDUCATIONAL  
ADMINISTRATORS' ASSOCIATION**

**and the**

**ST. CROIX EDUCATIONAL  
ADMINISTRATORS' ASSOCIATION**



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## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PURPOSE AND SCOPE	3
	PREAMBLE	4
ARTICLE I	RECOGNITION	6
ARTICLE II	PREROGATIVES	9
ARTICLE III	UNION SECURITY	10
ARTICLE IV	FAIR PRACTICES	13
ARTICLE V	GRIEVANCE PROCEDURE	16
ARTICLE VI	WORKING CONDITIONS	20
	B) TRANSFERS	
	C) MEETINGS	
	D) PROTECTION	
	E) ADULT EDUCATION AD SUMMER SCHOOL	
	F) GENERAL	
ARTICLE VII	JOB SECURITY	32
ARTICLE VIII	LEAVES	33
	HEALTH, WELFARE, ANNUITY HOLIDAY, ANNUAL, SICK LEAVE AND OTHER	
ARTICLE IX	BENEFITS	37
ARTICLE X	BUDGET AND FISCAL RESPONSIBILITIES	39
ARTICLE XI	PROGRAM IMPROVEMENT	41
ARTICLE XII	SALARY	43
ARTICLE XIII	SCHOOL CALENDAR	46
ARTICLE XIV	NON-DISCRIMINATION	47
ARTICLE XV	MISCELLANEOUS	48
ARTICLE XVI	SAVINGS CLAUSE	49
ARTICLE XVII	DURATION AND RATIFICATION	50
	SIGNATURES	51
	ATTACHMENT SCHEDULE "A"	

## **PURPOSE AND SCOPE**

The St. Thomas-St. John and the St. Croix Educational Administrators Associations represent educational administrators who have an interest in educational excellence that is far beyond the scope of a collective bargaining agreement governing terms and conditions of employment.

Therefore, not only does this Agreement contain provisions relating to bargainable terms and conditions of employment, but it also provides for a system of communication and consultation whereby the Commissioner of Education and his/her designee shall meet regularly with representatives of the Educational Administrators' Associations to discuss matters of educational policy and development, as well as matters relating to implementation of the Agreement.

The parties recognize that the Department of Education has unilateral authority in the field of educational policy and development. This Agreement is not intended to modify by any of its terms any discretionary authority concerning matters vested in the Department by the statute of the Virgin Islands Code or the Organic Act. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by written agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas, even in the areas of educational policies and development, will contribute in a significant measure to the advancement of public education in the Virgin Islands.

PREAMBLE

AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, Department of Education, hereinafter called "the Department" and the ST. THOMAS-ST. JOHN EDUCATIONAL ADMINISTRATORS' ASSOCIATION AND THE ST. CROIX EDUCATIONAL ADMINISTRATORS' ASSOCIATION, hereinafter called "the Association".

**WHEREAS**, the objectives of this Association are the goals of its members, and, therefore, reflect a unity of purpose; and

**WHEREAS**, the educational administrator is the administrative head of his or her particular activity center and should be respected by all as such; and

**WHEREAS**, to be knowledgeable on curriculum change and development will enhance specific areas of responsibility; and

**WHEREAS**, educational administrators must be provided opportunities for professional and personal advancement; and

**WHEREAS**, the salary of administrators should be commensurate with their professional preparation and job responsibilities, and rising cost of living characteristic of the Virgin Islands; and

**WHEREAS**, members have the right to speak out when the situation warrants it; and

**WHEREAS**, a cooperative approach will be used to resolve conflicts; and

**WHEREAS**, the position of an educational administrator should not become jeopardized because of organizational changes; and

**WHEREAS**, the Association shall sponsor and/or support activities in support of the advancement of public education; and

**WHEREAS**, good community relations are necessary for the success of quality educational programs; and

**WHEREAS**, to foster community relations the educational administrators shall participate in public information activities; and

**WHEREAS**, the Association has been duly elected by a majority of administrators as the exclusive representative of administrators; and

**WHEREAS**, the parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interests of the community, children, and school system;

**NOW THEREFORE, the parties agree as follows:**

**ARTICLE I**  
**RECOGNITION**

A. **RECOGNITION:**    **Definitions, Strike Prohibitions,  
Lock-out Prohibition**

The Government of the Virgin Islands, Department of Education recognizes the Association as the sole and exclusive bargaining representative for all of those persons in the bargaining unit including all educational personnel employed by the Department in the following categories: principals, assistant principals, assistant directors, supervisors and coordinators.

No person or persons, individually or collectively, shall bargain with the Department concerning the terms, conditions and provisions of this Agreement, except through the authorized exclusive representation of the Association.

The Government and Department further recognize administrators on leave, with or without pay, as part of the bargaining unit.

B. **JURISDICTION:**

The jurisdiction of the Association shall include those persons, now or hereafter, who perform the duties or functions of the categories of personnel in the bargaining unit.

C. **DEFINITIONS:**

1. **Administrator:** For purposes of this contract, the word "administrator" shall refer to those educational personnel who are represented by the bargaining unit.
  
2. **School:** An organized group of pupils pursuing defined levels and receiving instruction from one or more teachers, frequently with the addition of other employees and officers, such as a principal, various supervisors of instruction, and a staff of maintenance workers; usually housed in a single building or group of buildings. The cardinal objectives are to stimulate and utilize the intellectual, cultural, emotional and social resources of the students to increase learning outcomes, pursue life learning goals and enable students to become contributing members of the community.

3. **Principal:** The administrative head and professional instructional leader of a school division or unit, such as a high school, junior high school or elementary school; a highly specialized full-time administrator in the public school system responsible for the management of its operations, usually subordinate to superintendent of schools.
4. **Assistant Principal:** A highly specialized full-time school administrator directly responsible to the school principal for any and all aspects of administration and instructional leadership.
5. **Director:** Administrative head of a division, bureau or activity center who is responsible for the management of that unit.
6. **Assistant Director:** An administrator who assists the director in the administration and management of a division, bureau or activity center.
7. **Coordinator:** An administrator who is responsible for the planning, development and implementation of a program.
8. **Supervisor:** An administrator who acts as a resource person for principals, teachers and other staff members and assists in planning and development of curriculum and instructional programs, including those assigned to the District Federal Grants Office.
9. **Association Representative:** A member of the Association who shall represent the Association in all matters pertaining to this Agreement.

The administrators hired by the Virgin Islands Department of Education, who are administering programs funded by federal grants, shall be included within the contractual definition of "administrator". They shall be accorded all rights and protection as provided by the contract.

All references to Association shall refer to both the St. Thomas-St. John Educational Administrators' Association and the St. Croix Educational Administrators' Association.

**D. STRIKE PROHIBITION**

The Association or its members will not engage in or encourage strike action or work stoppage of any type during the life of this Agreement.

**E. LOCKOUT**

The Department will not engage in or encourage lockout action of any type during the length of this contract.



**ARTICLE II**  
**DEPARTMENT OF EDUCATION PREROGATIVES**

It is recognized that the Department has, and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the Government's Educational operations entrusted to it.

All departmental policies, practices, rules, regulations and procedures, not in conflict with any of the provisions of the Agreement, are binding on all members of the Department and the Association.

### **ARTICLE III**

#### **UNION SECURITY**

##### **SECTION 1: UNION MEMBERSHIP**

- A. No employee or prospective employee shall be required to join the Union, or if a member, to remain a member in good standing as a condition of employment. The Government shall neither encourage or discourage memberships in the Union. No person or persons, individually or collectively, shall bargain with the Department concerning the terms, conditions and provisions of this agreement except through the authorized exclusive representation of the Association.
- B. The check-off shall apply to payment-in-lieu of dues from non-members who are members of the bargaining unit; provided however that a payment-in-lieu of dues shall be an amount equal to the costs to the Union for representation purposes proportioned among the members of the bargaining unit or an amount equal to the dues of a member, whichever is less.

##### **Section 2: Union Dues**

- A. The Employer agrees to the establishment and maintenance of a check-off procedure whereby the Employer, through the Department of Finance, shall make bi-weekly payroll deductions of regular periodic Union dues or payment-in-lieu of dues as provided in Section 373(d) of Act 4440. These deductions shall be based on an employee's written authorization to do so, submitted to the Employer. Said authorizations can be revoked in accordance with the conditions stated in the authorization form. Such revocation shall be delivered to the Employer and the Union, and the employee shall receive receipts therefor. Unless revoked during the stated period, the authorization shall automatically be renewed for additional periods of six (6) months in accordance with the above procedure. Deductions shall commence with respect to dues for the month in which the Employer receives the employee's written authorization.
- B. The Division of Personnel within the Department shall provide each new hire of the EAA bargaining unit(s) with an agency fee/membership application.

### **Section 3: Report to Union**

At the close of each month, the Employer shall transmit, through the Department of Finance, all sums deducted, by check, together with an itemized statement showing the name of each paying employee, the amount deducted and their respective social security numbers.

### **Section 4: Information to the Union**

- A. All official correspondence and/or contact with the Associations shall be through the exclusive representative (President) of the Associations and shall be sent to the mailing address of the Associations.
- B. Upon written request, the Department shall furnish for inspection by the Association all relevant information necessary for collective bargaining or the enforcement, administration, or interpretation of this agreement, including information necessary to determine whether to file or to continue the processing of a grievance. Such information shall be provided in a timely manner.
- C. Upon written request, The Department shall provide the Association within twenty (20) working days with listings of personnel hired, promoted, demoted, on leave, transferred and separated from the bargaining unit. The Department shall furnish the Association with a computer printout of employees in the bargaining unit including name, social security number, employee number, job status, job title, job site, salary, and anniversary date for each employee.
- D. The Commissioner's annual report shall be provided to the union, upon written request.
- E. Administrators shall have the right to utilize bulletin board space in the schools, activity centers and administrators' mailboxes for the dissemination of union information.
- F. The Association Presidents shall have the right, at the close of departmental/managerial meetings, to make union announcements.
- G. A copy of all system-wide written directives and departmental policy memoranda affecting the membership shall be sent return receipt, or hand delivered to the Union's mailing address.

- H. The employer will make available for inspection by the Association(s) all relevant non-confidential information necessary for collective bargaining or the enforcement, administration, or interpretation of these agreements. Upon the request of the Association(s) President, the employer will furnish such information.

**Section 5: Leave of Absence for Union Officers or Employees**

- A. Administrators who are elected or appointed to full-time positions with the union or AFSA may, upon proper application, be granted leave of absence without pay for the purpose of accepting those positions for one school year.
- B. Employees granted such leave shall be eligible to retain their retirement, health and life insurance benefits and shall accrue seniority for salary adjustment and all other purposes as though they were in the regular service. The employer and employees shall continue for the duration of such leave to pay their respective shares of the life and health insurance premiums and retirement contributions.
- C. The union president or designee upon written request, may be granted administrative leave to attend conferences.

## **ARTICLE IV**

### **FAIR PRACTICES**

#### **Section 1:**

Administrators shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any administrative organization or to refrain from such activity. The Commissioner of Education shall take such action, consistent with law, as may be required in order to assure that administrators in the Department of Education are apprised of this right, as described in Section 1 of the Governor's Executive Order No. 140-70 and in Section 363 of Title 24, Virgin Islands Code (Act 4440). No interference, restraint, coercion or discrimination shall be practiced within said Department to encourage or discourage membership in any employee organization.

#### **Section 2:**

Administrators shall continue to have the right of free expression, and all staff meetings shall be democratic with free and encouraged participation by administrators.

#### **Section 3:**

Administrators shall have the right to identify existing conditions based upon facts, express concerns or faults and shall not be subjected to disciplinary action because of the exercise thereof.

#### **Section 4:**

Official personnel files shall be maintained under the following circumstances:

- A. No material relative to an administrator's competence, character or conduct shall be placed on file without written notice to the administrator.
- B. The administrator shall have the right to answer any material filed and his answer shall be attached to the file copy.
- C. Upon the request of an administrator, he may examine his own personnel file.
- D. Only those personnel who have an official right and reason for doing so may inspect an administrator's file. When an administrator's file is inspected by persons other than the Commissioner, Assistant Commissioner, Insular Superintendent, Director of Human Resources or the Board of Education, the individual shall indicate that he/she has done so by a written notice given to the Director of Human Resources who shall be responsible

for placing it in the file and transmitting a copy of such notice to the administrator whose file has been examined. Human Resources is the custodian of members' original files.

The Director of Human Resources is recognized as the official custodian of the Department's personnel files. He or she shall maintain care and control of the record at all times. Whenever a file is removed from the Division of Human Resources and the Department for an extended period of time, the administrator shall be notified of its removal.

- E. Materials **shall** be removed **promptly** from the files when the administrator's claim that it is inaccurate or unfair is sustained.
- F. Any derogatory material not shown to an administrator within twenty (20) days after receipt by the Department of Education shall not be allowed as evidence in any grievance or disciplinary action against an administrator or used to affect an administrator's dismissal, promotion or rating.
- G. For purposes of disciplinary action, no such record shall be used against Administrator, which is more than two (2) years old, unless the later infraction during the same period is of the same or similar conduct.

#### **Section 5:**

No reference is made to race, creed, national origin or employee organizational membership on the current employment application form. This practice shall continue.

#### **Section 6:**

Neither the Department nor its agents shall discriminate against any administrator on the basis of race, creed, color, national origin, sex, marital status, age, disability, political activities or participation in the activities of any organization.

#### **Section 7:**

The Department agrees that it will not require any administrator to swear an oath or affirmation of loyalty unless such requirement is established by law.

**Section 8:**

The Department shall be encouraged to place in an administrator's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

**Section 9:**

Major changes in terms and conditions of employment affecting members of the bargaining unit shall be negotiated by both parties prior to implementation.

**Section 10:**

The Government agrees not to take any unilateral action affecting salaries, hours, or other terms of employment. However, all management rights including but not limited to those set forth in Title 24 VI, Section 361 et. seq. are preserved.

**Section 11:**

Where the Department seeks the input and participation of the Associations' at task force meetings, standing and/or ad hoc committees, attendance shall be requested through the Associations' Presidents.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### **Section 1:**

A grievance shall be a complaint submitted by an employee or a group of employees having the same grievance in the bargaining unit (1) that there has been a violation or misinterpretation of any of the provisions of this Agreement, or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practices governing or affecting employees.

#### **Section 2:**

A grievance must be filed within twenty (20) working days of the alleged incident or violation of this Agreement. All references to "working days" shall not include Saturdays, Sundays, legal holidays and vacations.

#### **Section 3:**

If the department fails to respond to any grievance within the required time limits, the grievance may be advanced immediately to the next step. If the grievant violates the time limits set forth, he shall not be permitted to advance to the next step.

#### **Section 4:**

Upon request of the grievant or the Association's presidents or designees to process grievances, the appropriate supervisor shall make arrangements to allow time without loss of salary.

#### **Section 5:**

The following procedure shall be the means of settlement of all grievances arising under this Agreement.

##### **Step 1**

An administrator with a problem shall request in writing an informal meeting with his/her immediate supervisor which shall occur within ten (10) working days. The administrator, if he or she so desires, may be accompanied by an officer of the Association and/or another designated union representative.



### **Step 2**

In the event the matter is not resolved on an informal basis, the problem, stated in writing, shall be submitted as a grievance to the immediate supervisor within ten (10) working days after Step 1. Within ten (10) working days after receiving the written grievance, the immediate supervisor, the aggrieved, and the Association representative shall meet in an effort to resolve the grievance. The decision rendered shall be written and made available to the grievant and the Association president within ten (10) working days from the date of the meeting.

### **Step 3**

The aggrieved administrator and the duly designated Association representative may appeal in writing to the Superintendent ten (10) working days from the date of the Step 2 decision. In the event that the Superintendent is the immediate supervisor, the grievance automatically proceeds to Step 4. Within ten (10) working days after receiving the written grievance, the Superintendent, the aggrieved, and the Association representative shall meet in an effort to resolve the grievance. The Superintendent may designate the Assistant Superintendent or the Director of Labor Relations as the hearing officer. The decision rendered shall be written and made available to the grievant and the Association president within **fifteen (15)** working days from the date of the meeting.

### **Step 4**

If the grievant is dissatisfied with the decision of the superintendent, he may, by written notice to the Superintendent, within ten (10) working days of receipt of the latter's decision, appeal the matter to arbitration. The Department agrees that it will apply to all applicable situations the decision of an arbitrator. The arbitrator's decision shall be issued to both parties within 60 days from the date of arbitration. Such decision will be accepted as final by the parties to the dispute and both will abide by it. No decision shall be binding which by its terms alters, amends or varies the express provisions of the contract.

- A. The Arbitrator shall be selected by mutual agreement of the parties. For the purpose of selecting an impartial arbitrator, the parties shall, within five (5) working days after the date of written demand of the grievance for arbitration, request from the Public Employees Relations Board (PERB) a list of names and

addresses of local impartial persons. The parties shall then make every effort to agree to one of the local persons on the list as the arbitrator.

- B. In the event the parties are unable to agree to a local arbitrator within ten (10) working days after receipt of the local lists, the parties acting jointly shall request the American Arbitration Association to provide to the parties a list of five arbitrators in accordance with the rules and procedures of the Association. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- C. The fees and expenses of the arbitrator shall be shared equally by the parties.
- D. Each party commencing with the one seeking arbitration shall alternately strike one name from the list and the name of the person last appearing on the list shall be designated as the Arbitrator and his appointment shall be binding on both parties.
- E. The failure of any party to attend an arbitration hearing as scheduled by the arbitrator shall not delay said arbitration and the arbitrator is hereby authorized to proceed to take evidence and to issue an award as though such party were present.
- F. In the event that either party withdraws a grievance less than five (5) days prior to the scheduled arbitration date, the party withdrawing, in forcing a cancellation shall pay the cost of the arbitration accrued to date. Where the parties voluntarily reach a settlement prior the scheduled arbitration all costs accrued to date will be equally shared.

#### **Section 6:**

In cases involving the suspension, dismissal, or demotion of an administrator, a grievance may be commenced at Step 4 not later than thirty (30) working days after such suspension, dismissal, or demotion.

#### **Section 7:**

In the event of a grievance filed by a state level administrative employee, the word "Superintendent" shall be replaced with the words "Commissioner of Education" each time it appears in the foregoing grievance procedure for the purpose of resolving that particular

grievance. This section shall be renegotiated in the event that PERB clarifies the unit of Educational Administrators to exclude state level administrators.

**Section 8:**

The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file or in any file nor record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall such an employee be placed in jeopardy nor subjected to reprisal for having followed a grievance procedure.

**Section 9:**

A grievance may be lodged by the Association in the name of individual(s) or the Association.

**Section 10:**

A grievant shall have the following rights:

- A. To be present at the hearing
- B. To hear testimony
- C. To give testimony
- D. To call others to give testimony
- E. To question, either personally or through an Association representative, any person giving testimony
- F. To be represented by an officer of the Association and/or another designated union representative
- G. To make a tape recording of, and/or have a secretary present to take notes at, all grievance hearings.

**Section 11:**

It is agreed that no attorney shall be permitted at a grievance hearing below the level of arbitration.

**Section 12:**

If the Department fails or refuses to process a grievance and forces it to arbitration, the Department shall pay full cost if the grievance prevails.

## **ARTICLE VI**

### **WORKING CONDITIONS**

#### **Section 1:**

**A.** In the development of the school calendar, members of the bargaining unit who are on the ten-month work schedule shall be allowed a sixty (60) day vacation period between the last work day of the current school year and the reopening of school. Educational administrators shall begin work five (5) days before the school schedule and remain five (5) days at the close of the school year for elementary students. However, it is understood, administrators shall commence their vacation upon completion of the close-out requirements. Administrators work day shall be eight hours excluding lunch.

- B.**
1. No later than March 15<sup>th</sup>, the Department will communicate in writing to the employee, with a copy to the Association, the program needs which may require EAA members to work during their summer vacation.
  2. A meeting will be scheduled between the EAA member(s), the Association's representative and the Department to discuss the request, the duration of assignment, and method of compensation.
  3. The parties agree that compensation shall include employees current rate of pay or time off.
  4. A **"compensation document" i.e. Per Diem** shall be prepared and issued by May 1<sup>st</sup>, if it is required.
  5. In the event of an unforeseen circumstance occurring after March 15, the applicable foregoing provisions of Steps 2 and 3 above will be implemented as soon as possible.

#### **Section 2:**

**A.** Each school and program shall have an administrative secretary. Subject to the availability of funds and pursuant to existing personnel policies, additional personnel will be assigned according to the following minimum standards:

Schools with 250-599 students	- 1 additional clerical position
Schools with 600-999 students	- 2 additional clerical positions
Schools with 1000-1299 students	- 3 additional clerical positions to include 1 admin. officer
Schools with 1300 students and above	- 4 additional clerical positions to include 1 admin. officer

Additional clerical personnel to meet specific needs will be determined in consultation with the Insular Superintendent or the Commissioner.

- B. The department shall provide each school with the human resources necessary to accomplish the proper administration of Student Data Management System.**
- C. The department shall provide each school with the human resources necessary to accomplish the proper administration of government authorized school-based funds. It is recognized that this provision does not apply to individual school's fund raising efforts.**
- D. The Association shall identify Administrators to be bonded or identified as a government collector.
- E. Each elementary and secondary school shall have monitors onsite, subject to the availability of funds and pursuant to existing personnel policies.

### **Section 3:**

The Department shall be responsible for maintenance and grounds keeping. Smaller schools can share maintenance coverage as provided by the department.

### **Section 4:**

All new buildings housing administrative personnel shall have adequate office space. In cases where adequate office space does not exist presently, the Department agrees to meet with the affected administrator to work out a possible solution.

- A. Each administrative office shall be equipped with a telephone. DOE will maintain internet access in all schools.
- B. Each principal's office shall have a private line in addition to the regular phone line servicing the school.
- C. Standard equipment in an administrator's office shall consist of a desk, chairs, file cabinets, book cases, computer and bulletin boards as well as other justifiable office equipment. The Department shall place computers in each administrator's office.
- D. The Department shall provide for administrators adequate office space which ensures confidentiality.

**Section 5:**

In cases where administrators, teachers, nurses, librarians, counselors or clerical positions are vacant for more than 30 days, the Department will secure temporary assistance, based upon availability wherever possible.

**Section 6:**

A list of all items ordered for his/her activity center shall be provided to each administrator in August and November. Each administrator shall provide a list of all materials and text books necessary for the successor school term, no later than May 15<sup>th</sup>.

**Section 7:**

Work shall be suspended temporarily in any school or activity center unduly affected by leaks, power outages, lack of water, or other adverse conditions. Principals and heads of activity centers will determine whether any school, classroom, office, or activity center is so affected and shall so notify the Office of the Insular Superintendent.

- A. The maintenance division shall act within forty-eight (48) hours on maintenance requests made by administrators through the Insular Superintendent's office. Emergencies shall be acted upon immediately.
- B. The Insular Superintendent, or designee, will meet with school administrators by March 15 of each year to establish the list of priorities for the summer maintenance program. Every attempt shall be made to complete the agreed upon list before the opening of school.

**Section 8:**

Administrators shall be supplied with electronic copies of collective bargaining contracts of all personnel they supervise within five (5) days of signature.

All administrators shall have access to electronic copies of the V.I. Code and yearly supplements which pertain to education, labor relations, school age children, and such other topics as are pertinent and relevant to their work. Such information shall be available at each school and activity center.

**Section 9:**

The Department will continue to work towards the elimination of half day kindergarten classes and double sessions or staggered sessions at both the elementary and secondary level.

**Section 10:**

The Department shall provide adequate storage space for such items as books, materials and supplies. They shall also provide locked storage facilities for all band, audiovisual, computer and physical education equipment.

**Section 11:**

All Schools and activity centers shall be provided with copies of the Department's territorial and district policies and standard operating procedures, as well as the Department's goals and objectives. Information regarding current instructional programs shall also be provided to all administrators. Current curriculum guides and information regarding current instructional programs shall also be provided to all administrators. All administrators shall be informed of new policies, procedures and changes being considered, developed and/or implemented. Administrators shall be given copies of new policies that they are asked to implement prior to the scheduled date of implementation.

**Section 12:**

Principals may choose to utilize teacher workshop days spread over the school year or for a maximum of two consecutive days upon the approval of the Insular Superintendent; except that there shall be no teacher workshops during the month of June.

**Section 13:**

Administrators shall be assigned to one district only.

**Section 14:**

The Association shall be represented on interview panels to fill all new or vacant positions within the bargaining unit. Such representatives shall be selected by the Associations' presidents. No member of the bargaining unit shall participate in the selection process. The prospective candidate (s) must:

1. Meet all professional and academic requirements including a minimum of five (5) years teaching experience.
2. Have administrative certification from the Board of Education or Vocational Education Board.
3. Participate in the interview process.

**Section 15:**

A listing of all new and vacant positions within the bargaining unit shall be forwarded to the Presidents of the Associations within fifteen (15) working days after the position has been vacated or created. Interviews shall be held, selection made and applicants notified as expeditiously as possible.

**Section 16:**

First preference to qualified members of the Association bargaining unit shall be considered in the filling of acting and temporary administrative positions within the bargaining unit.

**Section 17:**

The Department, in conjunction with the Associations, shall establish an internship program for prospective administrators. The purpose of such a program shall be to provide on-the-job training and experience and to assist in identifying prospective administrators.

**Section 18:**

Persons serving satisfactorily in acting administrative or supervisory positions for one year shall be given permanent appointment, except in those cases where they are assigned to acting status to fill a temporary vacancy caused by a leave of absence given to another administrator and provided that educational and other personnel requirements for filling the position are met. Those administrators holding an acting position to fill a temporary vacancy caused by a leave of absence given to another administrator, shall be given first preference when another vacancy occurs provided that educational and other personnel requirements for filling the position are met. This provision shall only be applicable to members of the bargaining unit acting within a position recognized within the bargaining unit. In the case of federally funded positions the appointment shall be subject to the availability of funds or the life of the program.

**Section 19:**

In cases where a non-probationary administrator has received an overall annual evaluation of Needs Improvement, the Department and the Association will initiate a program of staff development activities to aid the individual in improving his or her performance.



**Section 20:**

Administrators who serve in a higher capacity on a temporary basis must, after the tenth (10th) consecutive work day, be paid for that position retroactively to the first day – on their current step, at the higher pay grade.

**Section 21:**

Upon promotion or hiring the individual shall be paid the appropriate salary no later than four (4) weeks after commencement of his new duties. The Department agrees to expedite payment of any retroactive monies due.

**Section 22:**

No employee shall be assigned supervisory authority of another employee of equal grade, title and/or rank.

**B. TRANSFERS**

**Section 1:**

Administrators who seek a transfer to another school shall not be discriminated against. Any administrator requesting a voluntary transfer should submit a request in writing to the Insular Superintendent and the Division of Human Resources.

**Section 2:**

In cases where an administrator is denied a transfer, the Insular Superintendent for district level employees and the Commissioner of Education for state level employees shall state the reasons(s) for denial in writing.

**Section 3:**

Principals and Assistant Principals of schools to which transfers are contemplated shall be granted permission to review the file of the person proposed for transfer before the transfer request is finalized. The above will take place within thirty (30) days after notification of the impending transfer.

**Section 4:**

The final decision on a transfer request will rest with the Commissioner of Education for state level employees and the Insular Superintendent for district level employees.

## **Section 5**

Except in cases of emergency, the transfer of an administrator after the opening of school shall be presented in writing to the administrator and the Association before the transfer occurs. Under no circumstances shall such a transfer be used to punish or otherwise discipline an administrator.

## **Section 6:**

When an involuntary transfer occurs, the administrator and the Association shall be notified at least ten (10) days prior to school closing, if at all possible. If the ten (10) days is not applicable, the Department shall make reasonable efforts to notify the administrator and the Association prior to this action, or in the case of a twelve (12) month employee, the same notification process shall occur thirty (30) days prior to the transfer. No involuntary transfers of administrators shall be made without notification given to the Administrator and to the Association thirty (30) days prior to the closing of school whenever possible. In cases where an administrator is involuntarily transferred, he shall not suffer any loss of pay. **The right to transfer an employee is a prerogative of management pursuant to Title 24 VIC, Section 361, et.seq. The Department of Education agrees to give each person represented by the EAA such notice of any transfer as is reasonable under the circumstances presented. Transfers shall not be made as a punitive or retaliatory measure.**

## **C. MEETINGS**

### **Section 1:**

A calendar of staff meetings affecting administrators shall be published at the beginning of the school year. Except in cases of emergency, forty-eight (48) hours notice must be given for all staff meetings affecting administrators which are not contained in the calendar. Administrators shall be informed of the agenda prior to the meeting and shall receive copies of the minutes.

### **Section 2:**

Administrators shall submit requests for inclusion on the agenda at least 24 hours prior to scheduled staff meetings.

### **Section 3:**

There shall be at least one meeting per month between representatives of the bargaining unit and the Insular Superintendent to discuss information relevant to the Association and/or this

contract. Upon request, the Commissioner shall meet with the Associations at a time and place agreeable to both parties.

**Section 4:**

The President and/or Designee, upon prior request and subject to approval by Management shall be granted release time to attend all Board of Education and legislative meetings/hearings. Prior to any such attendance, both parties shall exchange copies of any proposed testimony.

The Executive Committee and the Council of Administrators shall be granted administrative leave to attend training administered by the Labor Management Committee and the American Federation of School Administrators, limited to two (2) trainings per year.

**Section 5:**

The Government agrees that the Administrators' Association will be consulted and given ample opportunity for input regarding all collective bargaining negotiations involving Department of Education personnel.

**D. PROTECTION**

**Section 1:**

The Department of Education shall protect and save harmless any member of its supervisory or administrative staff employed by it from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in bodily injury to or death of any person, or in damage to or destruction of property, within or without the school building/activity center, provided that employee at the time of such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Department of Education and/or Board of Education, and was neither negligent nor guilty of abuse of his authority.

If an administrator is absent from school as a result of personal injury arising out of his employment (provided the administrator is not negligent) he shall be paid his full salary (less workmen's compensation award when such award goes into effect) for the period not to exceed six months from the date of the injury. Such absence shall not be charged to his annual or accumulated sick leave.

**Section 2:**

Any administrator who contracts a childhood disease in his workplace, shall not be penalized for loss of sick leave while performing duties at a school or field related duties. Where applicable, verification by a physician shall be submitted to the immediate supervisor.

## **E. ADULT EDUCATION AND SUMMER SCHOOL**

### **Section 1:**

Administrators shall be given first preference for administering summer and evening programs and shall be paid thirty percent (30%) above the highest paid staff member.

### **Section 2:**

Assistant administrators for summer and evening programs shall be paid twenty percent (20%) above the highest paid staff member.

### **Section 3:**

Evaluation of administrators in summer and evening programs shall be based on the same criteria as regular day programs. Final evaluations of an administrator shall be presented to the administrator at least ten (10) days prior to the close of school. An overall rating of satisfactory or higher shall be one of the determining factors for continued employment in that position.

### **Section 4:**

A night school administrator shall suffer no loss in pay if he is absent because he is required by the Insular Superintendent or the Commissioner to attend an unpaid activity by his day school function. Authorized leave from the day school is automatically extended to the night school.

## **F. GENERAL**

### **Section 1:**

Pursuant to Title 17, Section 87 of the V.I. Code: all principals in the public schools of the Virgin Islands shall have the right to exercise the same authority as to conduct and behavior over pupils attending their schools during the time they are in attendance, including the time required in going to and from their homes, as parents, guardians or persons in parental relation to such pupils. When pupils are under the jurisdiction of the school, principals shall stand "in loco parentis".

### **Section 2:**

Principals may recommend to the Commissioner of Education that the salary payment of an employee be withheld if the employee fails to submit any record that is required by the Department of Education until such time that the employee has complied.

### **Section 3:**

Administrators being charged with the responsibility during and after working hours for the proper care of building, equipment, supplies and all Department properties under their supervision shall have the right to make appropriate rules to govern the use of such properties, provided that such rules shall be consistent with law and the regulations prescribed by the Commissioner of Education.

**Administrators shall be accountable and required to submit reports regarding all monies collected for the use of school property and for functions on school property held with their express permission.**

### **Section 4:**

Administrators, while on duty, shall be given an opportunity to interview prospective employees for their school or program and shall have the right to reject said persons if the interview reveals that they are not suited for the job. The administrator shall submit to the appropriate Personnel Office a recommendation in writing stating the reason(s) for acceptance or rejection.

### **Section 5:**

Administrators shall have the authority to make necessary rules and regulations that are needed for the efficient operating of each school or activity center which shall not be in conflict or inconsistent with Departmental rules, regulations, and policies.

### **Section 6:**

Principals shall have the right to immediately relieve any subordinate of his duties and responsibilities, for cause, pending a review by the Insular Superintendent which review shall be concluded and a decision rendered promptly.

### **Section 7:**

The minimum number of assistant principals at each school shall be determined on the basis of the school's physical plant, student enrollment, budgeted staff positions, and special programs.

The following chart details the minimum number of assistant principals based upon student enrollment:

300 -500	students	-	1 assistant principal
501 -800	students	-	2 assistant principals

801 -1200	students	-	3 assistant principals
1201-1700	students	-	4 assistant principals
1701 or more	students	-	5 assistant principals

Additional assistant principals shall be assigned as needed in consultation with the Insular Superintendent, the Commissioner and the EAA.

#### **Section 8:**

The Department shall provide adequate clerical assistance for administrators. The person or persons employed for said purpose shall be responsible to the administrators to whom they are assigned.

#### **Section 9:**

Each administrator shall be permitted to attend at least one conference, workshop or other professional development outside the territory provided that the request is submitted in writing and approved by the Insular Superintendent/appropriate supervisor at least 4-6 weeks prior to the beginning conference date. A report shall be submitted ten (10) days following the administrator's return to duty.

#### **Section 10:**

Administrators shall not be required to teach classes, but may model strategies for instructional or behavioral improvement.

#### **Section 11:**

Administrators who are authorized to work overtime shall be entitled to compensatory time. Compensatory time may be used at the discretion of the administrator with the approval of his immediate supervisor. Such approval shall not be unreasonably denied.

#### **Section 12:**

In the event that the Governor or his designee proclaims a state of emergency as a result of a natural disaster and administrators are required to report to their duty station, such employee shall be paid time and half his hourly rate when required to perform duties (outside of his regular work day or year). Administrator shall indicate on their time and attendance sheets for the very next pay period, time and a half of the actual hourly rate of the Administrator.

**Section 13:**

All administrative vacancies within the bargaining unit shall be posted in every school and activity center ten (10) days prior to the application deadline. Said notice shall also be sent to the unions' address.

**Section 14:**

Every member of the bargaining unit summoned to a meeting for disciplinary purposes where formal charges may be anticipated, shall receive notice and statement of cause for the summons. The president or another union representative may accompany the member at his request.

**Section 15:**

Administrators shall be certified by the Board of Education or Vocational Board in the area of specialization for which they are hired.

**Section 16:**

Special education students shall be placed in a school within their respective attendance areas in so far as the physical plant, I.E.P. and least restrictive environment permits.

**Section 17:**

In the event that a principal or activity center head is absent from duty for 10 days or less, an on-site administrator shall be delegated full authority for the management and operation of the activity center or school.

**Section 18:**

Principals shall have the right to approve field trips in compliance with Board of Education policies and Department regulations providing that the trips do not involve off-island travel and all students participating are covered by school insurance.

**Section 19:**

The Department shall provide transportation for all administrators who must leave their job sites in the performance of their duties. In the event that the Department is unable to provide transportation, employees who use their personal vehicles for official business shall be reimbursed in accordance with the established Virgin Islands Government mileage rate.

## **ARTICLE VII**

### **JOB SECURITY**

#### **Section 1:**

If a member of the bargaining unit is displaced due to the termination of a federal program or the elimination of a position, the individual will be hired for such other administrative positions that may be available within the Department for which he qualifies.

#### **Section 2:**

Upon the request of the program manager, recommendation of the Commissioner, and the approval of the Director of Personnel, administrative personnel in multi-year federal programs will be issued appointments, subject to the continued availability of federal funds. Such appointments shall terminate with the expiration of the program.

#### **Section 3: SENIORITY**

Seniority is defined as the employee's length of permanent classification as an educational administrator within the Virgin Islands Department of Education.

In the event of a reduction in the work force for economic reasons or reorganization the following shall apply:

Members of the Education Administrators' Association with the least amount of administrative experience within the bargaining unit shall be first reassigned to another administrative position for which he/she is qualified. If this is not possible, then this member shall be reassigned to his/her former classification/position.

Educational administrators shall be reinstated in the reverse order once the work force is increased.

No new employees shall be hired while qualified, educational administrators remain unassigned to available positions within the bargaining unit.

Those educational administrators shall be assigned on a priority basis to any and all created positions within the bargaining unit for which they are qualified. Those who have been reassigned due to reduction in work force shall be given priority consideration for any newly positions created within the bargaining unit.

#### **Section 4:**

The Parties recognize that disciplining is the exclusive right of the Department. However, no member of the Educational Administrator's Association shall be suspended, demoted, discharged or otherwise subjected to disciplinary action without just cause.



## **ARTICLE VIII**

### **LEAVES**

#### **Section 1:**

Maternity leave is subject to the following terms and conditions:

- A. No later than the fourth month after pregnancy and each thirty (30) calendar days thereafter, the pregnant administrator must submit to the immediate supervisor a letter from her personal physician attesting to her good health and ability to perform all duties of her job.
- B. A request for maternity leave by an administrator should be given to the immediate supervisor at least thirty (30) days prior to the date she wishes her maternity leave to begin. A tentative date for returning to duty shall be included in this request.
- C. Upon submission of a statement from her personal physician that she is able to resume her regular duties, the administrator shall return to her former position.
- D. The administrator may submit a written request for extended leave beyond the tentative date of return to duty which she originally submitted.
- E. Maternity leave shall be charged to sick and/or annual leave and then leave without pay. Such leave shall be applicable to administrators who become legally adoptive parents, subject to submission of required documentation.
- F. Paternity leave may be granted to an administrator who becomes a father of a newborn child or an adopting parent. Such leave shall be charged to sick leave and/or annual leave and then leave without pay.

#### **Section 2:**

Annual leave or leave without pay may be granted for parental leave or for adoptive parents. Leave must be requested fifteen (15) days in advance and a tentative date for returning to duty must be included in the request.

#### **Section 3:**

Administrators who have been granted leave of absence from the public school system for military service shall receive full year-for-year credit on the salary schedule, provided such military service is expressly caused by the individual being involuntarily inducted or drafted into regular armed forces.

**Section 4:**

Administrative leave shall be granted to administrators to attend professional conferences, workshops, seminars and for other professional development activities, provided attendance at such conferences, workshop, seminar or other professional development activity is previously approved by the Insular Superintendent/ Commissioner.

**Section 5:**

Bereavement leave up to five (5) days may also be granted for the death of a member of the immediate family. For purposes of this section, an employee's immediate family is defined as his/her spouse, parents, grandparents, children, brothers, sisters, and spouse's parents. If circumstances necessitate the need for additional time off, employee may use sick and/or personal leave.

**Section 6:**

Administrators may be granted up to one (1) year leave of absence without pay and without loss of seniority or other applicable employment benefits for the purpose of study or in the event of grave illness of the administrator or a member of his immediate family. The Government shall continue to pay its share of the group insurance premiums for administrators on approved leave who choose to participate in these programs. Administrators on study leave shall receive a full year-for-year credit on the salary schedule. Retirement credit will be granted to administrators on study leave if they make the necessary contributions to the Retirement Fund. Upon expiration of study leave, the administrator shall be returned to his previous position title or a comparable position title. Leave of absence for any other purpose shall not exceed ninety (90) days; provided, however, that for good cause shown, the Commissioner may extend said period of leave without pay for an additional ninety (90) days. Permission will not be unreasonably withheld.

**Section 7:**

An Administrator may be granted special permission to leave his assignment with pay to attend summer school provided a request is made to the Commissioner at least thirty (30) days prior to departure and an admission letter accompanies the request or is submitted as soon as possible thereafter. Permission will not be unreasonably withheld.

**Section 8:**

- A. Administrators who do not accumulate annual leave shall be granted five (5) days leave for personal reasons which shall be non-cumulative. No statement of reason shall be required. Requests for such leave must be made in writing to the immediate supervisor at least one week in advance, except in the case of emergency wherein the fact and duration of such leave must be reduced to writing and submitted to said supervisor immediately upon return to duty. This leave cannot be taken during the months of June, August or September or in conjunction with holidays unless prior approval is granted by the Insular Superintendent for district level personnel or the Commissioner for state level personnel.
- B. Administrators summoned to appear in court for official reasons or chosen to serve on a jury in the Virgin Islands shall be granted leave with pay.

**Section 9:**

The Department of Education hereby affirms a policy of sabbatical leave. Funds for sabbatical leave shall be included in the Department's budget. When funds exist for granting such leave the procedure shall be as follows:

- A. Administrators covered by this contract may be granted one year's sabbatical leave with full pay after six (6) consecutive years of satisfactory service as an administrator.  
Plans of study must be submitted to the Commissioner and approved by the Board of Education before leave is granted.
- B. Except as provided in subsection C below, application for sabbatical leave shall be submitted to the Commissioner by December 31 of the year preceding the school year in which the sabbatical leave is desired. The Department shall notify the administrator of the decision by March 31.
- C. An administrator with six (6) or more years of satisfactory service as an administrator, acquired prior to the sabbatical leave commencement date, may be granted a second consecutive year of sabbatical leave under the same conditions as the first and under such extenuating circumstances or justifications as may be satisfactory to the Commissioner and the Board of Education; provided, however, that application for such second year's leave may not be filed with the Commissioner before March 31 of the sabbatical year in progress, and the Department shall notify the administrator of the decision by June 30.

- D. An administrator may be granted one year's sabbatical leave for purposes other than study after six (6) years of consecutive satisfactory service as an administrator. The Department shall contribute such percentage of pay for this period as in its Discretion appears feasible.  
In any fiscal year in which a percentage of pay is granted for any applicant under this sub-section the same percentage must be applied for all applicants in that fiscal year. Plans of the applicant for leave under this sub-section shall be submitted to the Commissioner and approved by the Board of Education before leave is granted.
- E. The Government shall continue to pay its share of the group insurance premiums for administrators on sabbatical leave who choose to pay the employee share. Administrators on sabbatical leave shall receive full year-for year credit on the salary schedule. Retirement credit will be granted to administrators on sabbatical leave if they make the necessary contributions to the Retirement Fund.
- F. Upon expiration of sabbatical leave the administrator shall return to the same position.
- G. Funds shall be requested for at least two persons per district under sub-section A and two persons per district under sub-section D.

#### **Section 10:**

The provisions of Title 3, Chapter 25 of the V.I. Code for leave shall remain in full force and effect as they may apply to members of this bargaining unit except insofar as they are inconsistent or superseded by the provisions of the Agreement.

#### **Section 11:**

An administrator granted leave of absence shall be limited to a maximum of two (2) years.

#### **Section 12:-Other Leaves-Government Boards and Commissions**

Members of the administrators bargaining unit who are members of Government Boards, Commissions, Committees and other instrumentalities of the Government shall be granted leave with pay to attend such meetings and for other related purpose. The members shall give timely notice. The superintendent or immediate supervisor shall approve the necessary release time expeditiously.

**ARTICLE IX**  
**HEALTH, WELFARE, ANNUITY, HOLIDAY, ANNUAL**  
**SICK LEAVE AND OTHER BENEFITS**

**Section 1:**

Pursuant to the Virgin Islands Code, the Virgin Islands Rules and Regulations, Executive Orders and/or Directives as they currently exist or as they may be subsequently created, repealed, amended or revised, all health, annuity, sick leave, annual leave (for 12 month administrators only), and holiday benefits applicable to employees of the Virgin Islands Government shall apply equally to the administrators covered by this Agreement.

**Section 2:**

Nothing in this Agreement shall be held to deprive an employee covered hereunder from any benefit guaranteed by law to employees generally.

**Section 3:**

Administrators whose vehicles are damaged through the negligence of a government agent in the exercise of their duties may bring an action against the Government to recover for the damages. At the request of the administrator, the superintendent of schools may resolve any potential claims for such damage up to \$500, subject to the receipt of a full release of liability against the Department and the Government.

Administrators whose vehicles are damaged while on school premises, not through the negligence of a government agent, may recover up to 50% of the damaged (not to exceed \$1,000 in damages), subject to the receipt by the superintendent of a full release of liability against the Department and the government for such damages. Payment is further subject to the receipt of a written estimate for the replacement and repair of the vehicle. This provision shall not apply where the damages is caused by the negligence and/or willful act of the administrator. This provision is also subject to the availability of funds.

The Department will reimburse administrators for personal property loss while on the school premises in an amount not to exceed \$100 in any school year when the administrator has not been negligent and to the extent that such loss is not covered by insurance. The following are covered by this provision:

Teaching aids not readily available within the system, such as visual aid equipment, microscopes, cameras, etc., provided that (1) prior approval is

obtained from the Insular Superintendent or appropriate supervisor and (2) such loss is reported to the Insular Superintendent or appropriate supervisor on the date the incident occurs. Claims for such reimbursement under this section shall be made on a form furnished by the Department and submitted to the Insular Superintendent or appropriate supervisor.

**Section 4: Lump Sum Payment of Salaries**

The Department agrees that a lump sum payment for vacation/ summer pay shall be made to an administrator who requests same with a thirty day written advance notice. Such payment shall be made no later than one pay period following effective date of vacation/ summer period requested. This provision applies to requests for a minimum of two weeks.

**ARTICLE X**  
**BUDGET AND FISCAL RESPONSIBILITIES**

**Section 1:**

Each school and program administrator shall participate in the preparation of the budget for activity center and/or division, and submit budget proposal to immediate supervisor.

The Department of Education shall be responsible for providing all information relative to the preparation of the budget.

- A. Each school and program administrator shall submit to the Insular Superintendent or appropriate supervisor his budgetary needs which supports activity center program goals and objectives.
- B. The activity center head or division head shall conduct a budget review meeting with the appropriate administrators within his division or activity center in order to finalize the budget request.
- C. Each administrator shall receive a copy of the budget request submitted for the activity center and other related activity centers.
- D. Administrators shall be involved in any reassessment and/or determination of priorities in the budget request.
- E. **The Department and program managers agree to work together to ensure that programs are properly planned and funded.**

**Section 2**

Administrators shall be advised of funds available for special programs or projects within the Department as promptly as possible.

**Section 3:**

- A. Each school and activity center shall receive a budget allotment. These funds shall not be reallocated or positions eliminated or reassigned without prior consultation of the administrator in charge of the school or program. Administrators should be provided, in writing, the guidelines which govern each source of funding.
- B. All schools shall receive their special appropriations such as Imprest, Lottery, Accreditation, etc., no later than December 1<sup>st</sup> of each year, subject to the availability of those funds and the submission of the respective administrator of any necessary reports.

Section 4:

Schools and activity centers shall receive equitable consideration in terms of staffing and budget allotments. Once a school or program is established and operating under the jurisdiction of the Department of Education it must continue to receive equitable consideration until such time as it is no longer operational.

Section 5:

The Department of Education shall establish an **imprest** fund for each school and activity center..

Section 6:

In cases where the principal or activity center head has not been provided with basic supplies required for the educational program or the health or welfare of students or employees, and the administrator purchases such supplies using his own funds, he will be reimbursed for such expenditures upon presentation of receipts. (Basic supplies shall include, but not limited to chalk, pens, pencils, staples...)

Section 7.

Administrators being charged with the responsibility during and after working hours for the proper care of building, equipment, supplies and all Department properties under their supervision shall have the right to make appropriate rules to govern the use of such properties, provided that such rules shall be consistent with law and the regulations prescribed by the Commissioner of Education.

Administrators shall be accountable and required to submit reports regarding all monies collected for the use of school property and for functions on school property held with their express permission.



## **ARTICLE XI**

### **PROGRAM IMPROVEMENT**

#### **Section 1:**

Administrators shall participate in planned in-service programs to upgrade the quality of administrative competence in the areas of school finance, management and curriculum development. The Department and the Association will work cooperatively to achieve this objective.

#### **Section 2:**

The Department shall provide assistance to administrators in obtaining those services which will assist them in planning in-service workshops and special projects.

#### **Section 3:**

The Department of Education, shall provide each school and program administrator with a departmental manual which shall include rules, regulations, laws, duties of administrative personnel and an organizational chart. Thereafter addendums shall be added by August 31 of each school year.

#### **Section 4:**

In the event the evaluation criteria for administrators are reviewed or changed, the committee involved shall include members of the bargaining unit.

#### **Section 5:**

One representative of each Association shall participate on each textbook and curriculum committee. Such representative shall be selected by the Associations' presidents.

#### **Section 6:**

The Department will continue its efforts to implement pilot programs and evaluate their effectiveness before system-wide adoption.

#### **Section 7:**

The Department and the Association shall work cooperatively to develop alternate programs to meet student needs.

**Section 8:**

The Department and the Association shall work jointly to develop a professional improvement program.

**Section 9:**

Administrators permitted to attend off-island educational conferences shall continue to receive released time for this purpose and travel expenses. The widest participation possible shall be encouraged by the Department. Information concerning professional conferences shall be provided early enough for administrators to make application.

**Section 10:**

Representatives selected by the Association's presidents, shall be appointed to serve on standing and/or ad hoc committees deemed appropriate by the Department of Education.

**Section 11:**

Administrators will work collaboratively with the Department, teachers and parents to improve the learning outcome of students.

## **ARTICLE XII**

### **SALARY**

#### **Section 1:**

For the purpose of salary increases based on performance, if the final evaluation is not done, an administrator shall not suffer loss of salary or step increase.

#### **Section 2:**

Effective October 1, 2018 to September 30, 2019, each member of the EAA shall move to his/her Second to Last Step on the attached Salary Schedule (Attachment A).

#### **Section 3:**

Effective October 1, 2019 to September 30, 2020, each member of the EAA shall move one (1) additional Step on the attached Salary Schedule (Attachment A).

#### **Section 4:**

Administrators shall be given credit for a maximum of two (2) years full time administrative experience in another school system as a basis for determining their placement on the salary schedule; provided this information is received within twelve (12) months of appointment.

#### **Section 5:**

A former Virgin Islands public school administrator who returns to service within a period of five (5) years shall be given credit up to a maximum of five (5) years full time administrative experience in another school system added to his Virgin Islands experience as a basis for determining his placement on the salary schedule.

#### **Section 6:**

New administrators from within the Department shall be placed on the pay schedule at the nearest step on their respective pay schedule which does not result in a decrease in their salary as of the effective date of appointment.

**Section 7:**

Members of the EAA bargaining unit who move to a position within the unit, shall be placed at the same step on the salary scale as they were in their previous position.

When calculating years of experience for members entering or re-entering the bargaining unit, credit for years served in positions within the Department of Education of the Virgin Islands, in the capacity of administrator of instructional or academic programs shall be granted, provided the members meet qualifications as specified by the Virgin Islands Board of Education.

**Section 8:**

Within sixty (60) days of notification of termination of employment, whether voluntary or involuntary, the person shall be entitled to a status account. This account shall state the bargaining unit members' employment status, retirement fund condition, monies owned, records due, and requested personnel evaluations. The Department of Education shall supply by termination date, all forms required to be completed and furnished by the Department of execution of this contract.

**Section 9:**

All members of the bargaining unit shall receive (\$400.00) for each nine (9) semester hours, or its equivalent beyond the masters degree up to and including thirty-six (36) credits accepted by the Department of Education. Credits must have been earned from an accredited institution of higher learning.

**Section 10:**

Compensation for additional credits due members of the bargaining unit shall be effective on the first pay period following receipt and verification of the official transcript by the Superintendent or Commissioner.

**Section 11: Schedule Coaching**

The Parties agree that administrators who serve as coaches in accordance with the attached Schedule "A" shall be entitled to no more than one stipend per school year for any school year in which they serve as a coach.

A bargaining unit member (administrator) approved for coaching duties by the Insular Superintendent shall be paid a stipend according to the following schedule:

**Schedule Coaching**

Senior Varsity	\$2,280.00
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Senior High Assistant Football Coach	\$2,040.00
Junior High Varsity Football Coach	\$1,800.00
Senior Varsity Track and Field Coach	\$1,980.00
Junior Varsity Track and Field Coach	\$1,800.00
Basketball Coach	\$1,800.00
Tennis Coach	\$1,800.00
Volleyball Coach	\$1,800.00
Other Coach titles as established by the Employer	
Maximum of two (2) sports	

Stipends shall be paid within thirty (30) days of the conclusion of the season. The annual stipend for Intramural Sports Coordinator shall be paid according to the rate established by the Department for all coaches when assigned to such function with after school and Saturdays on other non-school hours, responsibilities and work.

**Section 12:**

The president of the EAA bargaining unit or designee shall have the right to inspect any and all member's record for the purpose of verifying information relating to salary, provided that authorization has been secured from the member.

## **ARTICLE XIII**

### **SCHOOL CALENDAR**

#### **Section 1:**

The school year shall comprise or consist of 180 teaching days unless reduced by the Commissioner at his discretion. Days lost due to weather, flood, fire, or earthquake shall be made up at the end of the school year or before, to a maximum of five (5) days. In the event that any adjustment is made to the length of the school year during the life of this contract, all provisions affected thereby shall be renegotiated.

#### **Section 2:**

All school administrators shall submit to the Insular Superintendent for approval a schedule of activities for the beginning and ending of the school year. Such schedules shall reflect suggested release days for students.

#### **Section 3:**

The proposed school calendar shall be constructed by the Commissioner of Education in consultation with the Association.

**ARTICLE XIV**  
**NON-DISCRIMINATION**

**Section 1:**

The Department and the Association agree that the provisions of this Agreement shall be applied to all administrators without regard to race, color, religion, political belief, sex, marital status, age, Association membership or non-membership, activity on behalf of the Association, or national origin.

**Section 2:**

All references to "Administrator" in this Agreement are intended to refer to both male and female administrators and shall be so construed.

**ARTICLE XV**  
**MISCELLANEOUS**

**Section 1:**

The Department through its administrators where applicable shall insure prompt processing of financial matters (such as reimbursements and increments) when all appropriate documents are submitted.

**Section 2:**

All requisitions shall be processed or the initiator shall be informed promptly in writing as to the disposition of the request.

**Section 3:**

All official correspondence pertaining to the Associations and/or Association business, shall be sent to the Associations at the mailing addresses provided.

**Section 4:**

Employees authorized to use their personal vehicles shall be compensated at the rate in accordance with the Governor's executive order. Employees shall submit claims for mileage by March 1, June 1 and December 1. An employee has the right to refuse to utilize his/her personal vehicle for departmental business. Employees shall be paid within six (6) months of submission of claim. Administrators who use their vehicle in the performance of their duties will be compensated for mileage within 90 days of submission of their claims and a daily log of the mileage activity showing the origin and destination.

The Department shall use its best efforts to make available those vehicles required by administrators to perform their duties and responsibilities.

**Section 5:**

Persons appointed in acting capacities must meet minimum competency levels as determined by applicable rules and regulations, job specifications and/or the Virgin Islands Code. It is acknowledged by both parties that the Board of Education is the certifying agency.



**ARTICLE XVI**  
**SAVINGS CLAUSE**

Should Virgin Islands or Federal laws or regulations compel the cancellation or modification of any provision of this Agreement with respect to application at any time during the term of this agreement, it is agreed that such provision shall thereupon be inoperative and the Department and the Association will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable laws or regulations. Any cancellations or modifications so required and made shall not invalidate any other provisions of this Agreement.

**ARTICLE XVII**  
**DURATION AND RATIFICATION**

**Section 1:**

This agreement shall be in force and effect from 12:00 a.m. on the first (1st) day of October 2010 until midnight of the thirtieth (30th) day of September, 2020.

**Section 2:**

The parties and their successors and assigns shall be bound by and comply with all the terms and conditions of this Agreement.

**Section 3:**


This agreement shall have no effect and shall be unenforceable unless signed by the Governor of the Virgin Islands; provided, further, that any part of this Agreement that requires funding therefore in order to be implemented shall not become effective until the Legislature of the Virgin Islands has enacted legislation appropriating said funds.

**Section 4:**

Negotiations shall commence ninety (90) days prior to the end of the existing contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this  
30 day of October 2018.

GOVERNMENT OF THE  
VIRGIN ISLANDS

BY:   
NATALIE NELSON TANG HOW, ESQ.  
Chief Negotiator

DATED: 10-30-18

ST. THOMAS/ST. JOHN EDUCATIONAL  
ADMINISTRATORS' ASSOCIATION

BY:   
CARVER FARROW, President  
Chief Negotiator

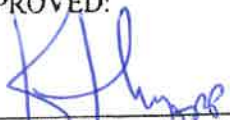
DATED: 10/30/18

ST. CROIX EDUCATIONAL  
ADMINISTRATORS' ASSOCIATION

BY:   
ROSA WHITE, President

DATED: 10/30/18

APPROVED:

  
Honorable Kenneth E. Mapp  
Governor  
U.S. Virgin Islands

DATED: 11-14-18

SALARY SCHEDULE

Current Salary Base	Proposed New												
	Starting Salary 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
AA 01 \$	59,000.00	\$ 60,770.00	\$ 61,985.40	\$ 63,225.11	\$ 64,489.61	\$ 65,779.40	\$ 67,094.99	\$ 68,436.89	\$ 69,805.63	\$ 71,201.74	\$ 72,625.78	\$ 74,078.29	\$ 75,559.86
AA 02 \$	61,000.00	\$ 62,830.00	\$ 64,086.60	\$ 65,368.33	\$ 66,675.70	\$ 68,009.21	\$ 69,369.40	\$ 70,756.78	\$ 72,171.92	\$ 73,615.36	\$ 75,087.67	\$ 76,589.42	\$ 78,121.21
AA 03 \$	63,500.00	\$ 65,405.00	\$ 66,713.10	\$ 68,047.36	\$ 69,408.31	\$ 70,796.48	\$ 72,212.40	\$ 73,656.65	\$ 75,129.79	\$ 76,632.38	\$ 78,165.03	\$ 79,728.33	\$ 81,322.90

	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
AA 01	\$ 77,071.05	\$ 78,612.47	\$ 80,184.72	\$ 81,788.42	\$ 83,424.19	\$ 85,092.67	\$ 86,794.52	\$ 90,266.31	\$ 93,876.96
AA 02	\$ 79,683.63	\$ 81,277.30	\$ 82,902.85	\$ 84,560.91	\$ 86,252.13	\$ 87,977.17	\$ 89,736.71	\$ 93,326.18	\$ 97,059.23
AA 03	\$ 82,949.35	\$ 84,608.34	\$ 86,300.51	\$ 88,026.52	\$ 89,787.05	\$ 91,582.79	\$ 93,414.45	\$ 97,151.02	\$ 101,037.06