

ABINGTON HEIGHTS SCHOOL DISTRICT

CLARKS SUMMIT, PA

COMPENSATION PLAN

FOR

**ACT 93 ADMINISTRATORS
July 1, 2022 – June 30, 2027**

In Compliance with Act 93, Section 1164

PROVISIONS

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PURPOSE

In accordance with the Public School Code of 1949, as amended, Section 1164, the Abington Heights School District Board of Directors provides for an administrative compensation plan. The plan proposed herein provides a means by which compensation matters affecting school administrators can be resolved within the framework of a management team philosophy. This plan is designed to fuel growth and improvement in management team relationships and to strengthen the administrative and educational programs of the school district. Therefore, the compensation plan embraces the following philosophy.

PHILOSOPHY

We believe that the keystone of building effective management team relationships is to provide a reasonable compensation plan. This plan, while being fiscally responsible to the community, should encourage positive performance, provide benefits which insure personal security, and promote professional development.

GOALS

- 1. To encourage administrators to excel.**
- 2. To provide a systematic and consistent process for determining salaries.**
- 3. To provide benefits which insure personal security and promote professional development.**
- 4. To attract and retain excellent administrators.**
- 5. To compensate at a level commensurate with the ability of the district to support it.**
- 6. To promote cooperation within the administrative team and between the team and the Board of School Directors.**
- 7. To establish a meet and discuss process which creates a cooperative, non adversarial relationship in which constructive dialogue can occur.**

100 SALARY

100.1 For the 2022-2023 through 2026-2027 school year, administrators will receive the following salary increases/bonus based upon job performance:

	Unsatisfactory (Failing)	Needs Improvement	Proficient	Distinguished
Raise	0%	1%	2%	3%

200 MISCELLANEOUS SALARY PROVISIONS

200.1 Special Salary Provision

Administrators will receive \$1,000 upon retirement for twenty-five (25) or more years of credited service in Pennsylvania.

300 INSURANCE

300.1 Medical and Hospital:

A. Medical Insurance

The Blue Care PPO that will be offered to Act 93 administrators can be found in Appendix A-1 of the professional staff agreement.

The employee contribution for the Blue Care PPO is \$100/month made through a Section 125 plan through the term of this agreement.

B. Administrators on leave who desire to continue coverage of this insurance under the group policy may do so at such administrator's own expense for such period of time as the insuring entity may allow.

C. The District and Administration agree to meet and discuss changes in medical insurance should changes occur in the professional staff medical insurance prior to the expiration of this agreement.

D. Administration may opt out of the employee contributions under the following terms:

During open enrollment, employees who decline medical benefits will receive a yearly stipend of \$1,500.00 under these terms and conditions:

- (1) To be eligible for the stipend, employees must provide proof of current group health insurance or governmental insurance.
- (2) Spouses who are both employed by the District are not eligible for the medical benefit buyout unless both decline coverage.
- (3) Employees may re enroll in the medical plan during the open enrollment period.
- (4) A \$750.00 stipend will be made to the employee on the 13th and 26th payroll of the year.
- (5) Employees who re enroll during open enrollment must reimburse the District \$750.00
- (6) The Medical Benefit Buyout will expire on August 30, 2022 and thereafter paragraphs G and H of Article XXIX in the Professional Staff Contract will apply.

300.2 Life Insurance:

The District shall provide all administrators life insurance benefits that are equal to two (2) times one's yearly salary rounded to the nearest thousand. Individual administrators may increase their individual life insurance coverage at their own expense through the group contract.

300.3 Dental Insurance:

The District shall pay 100% of the premium for a family dental insurance plan for administrators electing such coverage.

300.4 Prescription Drug and Vision Insurance:

The District shall pay 100% of the premium for vision insurance plans for each administrator and their dependents.

The District reserves the right to utilize alternate vendors to provide comparable benefits.

400 LEAVES

400.1 Sick Leave

1. Sick leave shall accumulate at the rate of 10 days per school year. Such sick leave days shall accumulate without limitation. Evidence of disability must be furnished by the administrator as requested.

2. Absence due to the illness of a member of the administrator's immediate family will be charged against the administrator's sick leave. Immediate family will be defined as husband, wife, mother, father, mother in law, father in law, daughter, son, brother, sister, grandchild and other close relative.

3. The District will establish an Act 93 Administrators' sick leave bank in accordance with the following:

- A. The District shall contribute thirty (30) non cumulative sick days per budget year.
- B. A review committee will be established which consists of one (1) member appointed by the Act 93 Administrators, the Superintendent, and one (1) member appointed by the Board.
- C. Request for withdrawal shall be made to the Committee which may grant or refuse the same based upon the following criteria:

- 1) The nature of the illness for which the request is made;
- 2) Previous usage of sick days by the Employee making the request.

D. The Administrator affected must exhaust his own sick leave before any days may be withdrawn from the sick bank;

E. Nothing herein contained shall be construed to modify the discretionary powers of the board to grant additional leave.

400.2 Child Rearing Leave

1. An administrator in active service who is expecting the birth or adoption of a child and who wishes to continue employment may request a child rearing leave of absence without pay as outlined in the Collective Bargaining Agreement with the professional staff.

400.3 Extended Leave of Absence Without Pay

1. Extended leaves of absence without pay and benefits may be granted at the discretion of the Board of School Directors.

400.4 Personal Leave

1. Personal leave will be granted each school year as follows:

A. Four (4) days of leave per year.

B. No such leave shall be granted on the last day prior to or on the first day following any vacation or holiday, except at the discretion of the Superintendent.

2. Personal leave may be accumulated up to six (6) days. Administrators having more than six (6) unused days of personal leave accumulated at the end

of any school year shall have excess days converted to sick leave days at the end of their contract year. Personal days, once transferred to accumulated sick leave, cannot be transferred back and used as personal days. The request for personal leave will be submitted to the Superintendent in reasonable time prior to the intended absence.

400.5 Professional Leave

The Superintendent of Schools may approve participation of Act 93 Administrators in professional meetings, conferences, and evaluations. He/she shall inform The Board of School Directors of his/her actions and recommend reimbursement for expenditures within the framework of the budget.

400.6 Marriage Leave

Upon application previously made, the Superintendent may grant up to two (2) days leave from scheduled work when an administrator gets married.

500 PAYROLL DEDUCTION AND TAX-SHELTERED ANNUITIES

1. Provisions for payroll deductions will be made by the District for administrators.

600 LEGAL SUPPORT

The District shall pay reasonable legal fees charged to an administrator in any criminal prosecution of such administrator on charges resulting from an alleged assault while acting in the course of his/her employment. It is distinctly understood that the assumption of this obligation or the payment of any monies under this Article shall not be directly or indirectly relevant in any procedure or disciplinary action taken by the District.

700 PROFESSIONAL GROWTH

1. The District will reimburse each administrator one hundred percent (100%) of the total tuition for four (4) three (3) credit courses per year or a total of twelve (12) credits per year which must have the prior approval of the Superintendent. No more than two reimbursable classes may be taken per semester. These courses must be taken at an accredited college or university. Costs shall not include books, transportation or supplies.

The above reimbursement will be given upon satisfactory completion of such courses when the following conditions are satisfied:

A. If the course is in the administrator's/supervisor's area of responsibility or administrative certification (i.e., management, business administration, secondary or elementary administration, etc.), pre-approval by the Superintendent is not necessary.

B. If the course is not in the administrator's area of responsibility or administrative certification, pre-approval by the Superintendent is necessary before the course is begun if reimbursement for credit is requested. Reimbursement for credits cannot be duplicated.

C. Reimbursement shall be made after submission of an official transcript or any reasonable documentary evidence and continuity of service is assured to the end of the fiscal year. Advanced payment arrangements will be considered by the Superintendent on a case-by-case basis.

D. Administrators must repay the AHSD for tuition benefits if they leave for other employment at a rate of 1/3 of the cost per year. Example: An administrator who leaves immediately after the completion of a course owes 100% of the cost. An administrator who leaves two years after completing a course owes 1/3 of the cost. Special circumstances will be considered by the Superintendent.

800 MEET AND DISCUSS

In accordance with the provisions of the Public School Code of 1949, as amended by Section 1164, (Act 93), the following procedure establishes a meet and discuss process by which open dialogue can occur between the administrative team and the Board of School Directors:

A representative committee of administrators will meet with a committee of the Board of School Directors on a regular basis in order to provide for ongoing communication regarding the compensation plan as adopted and other issues and concerns. Meetings will be held annually during the months of February or March to discuss issues. In the final year of the contract the committees will meet on mutually agreed upon dates in these months: October, February, March and April.

900 SEVERANCE PAY

When an administrator becomes eligible for benefits under the Public School Employees Retirement System and applies for same, the Board will reimburse the Administrator twenty percent (20%) of the administrator's current per diem rate for every unused sick day up to a maximum of twenty-five percent (25%) of the administrator's current salary. Upon the death of said administrator, this benefit shall be paid to the administrator's beneficiary as designated on the retirement system records.

1000 EARLY RETIREMENT INCENTIVE

1000.1 Administrators who retire shall be eligible to receive benefits as set forth in option A or B herein, provided they meet all the following prerequisites and conditions:

Conditions:

- (1) The administrator must have twentyfive (25) or more years of credited service in the PSERS including a minimum of 4.5 years of service as an employee of Abington Heights School District.
- (2) The administrator must retire no later than the beginning of the school year (September 1) in which he/she will reach his/her 62nd birthday.
- (3) Written notice of retirement must be given to the Superintendent no later than six (6) full calendar months prior to the date of retirement.
- (4) The retirement must be absolutely voluntary on the administrator's part.
- (5) This amount shall not be considered as part of the annual salary in the year of retirement for purposes of computing retirement benefits.
- (6) This retirement benefit shall not apply to retirees who receive disability retirement benefits.
- (7) The retiree shall actually retire from the Public School Employees Retirement System on the designated date of retirement. (Retirement shall be defined in terms prescribed by the Pennsylvania Public School Employees Retirement System.)

1000.2 Option A:

Eligible applicants shall receive a lump sum retirement payment of twelve thousand five hundred dollars (\$12,500).

1000.3 Option B:

(1) Eligible retirees shall receive medical benefits until the retiree reaches 65 years of age or Medicare eligibility, whichever comes first. The PSERS premium assistance is owed to the District from retirement until age 65 or Medicare eligibility, whichever comes first.

The retiree spouse is eligible for medical benefits until that spouse or the retiree reaches Medicare eligibility whichever comes first.

(2) Medical Benefits for administrators selecting this option shall cease should the following occur:

- (a) The retired administrator becomes eligible for Medicare benefits or reaches age 65, whichever comes first.
- (b) The retired administrator assumes other employment and is entitled to similar coverage thereunder.
- (c) If the retired administrator dies, single person medical benefits provided by the District shall continue until the surviving spouse dies, remarries, or becomes Medicare eligible or the retired administrator would have reached Medicare eligibility or 65 years, whichever comes first.

Employee contributions will remain in effect.

- (d) Retirees shall receive the same benefits and make the same employee contribution as active administrators.

1100 CONSTRUCTION

The Administration and the Board agree that this plan shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

1200 SEPARABILITY

In the event that any provision of this plan shall be held illegal by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall be deemed invalid and not subsisting, except to the extent permitted by law. All other provisions of the Plan shall remain in full force and effect.

1300 MISCELLANEOUS

1300.1 Adjunct Instruction

Administrators may serve as part time, university level instructors, providing said teaching duties do not interfere with performance of their District duties. It is understood that all such teaching/consultation activities will be after the regular school day, and school evening related meetings will take precedence.

1300.2 Vacation

Administrative personnel on twelve (12) month contracts shall be entitled to twenty (20) work days of vacation per year. Vacation shall accrue from July 1 of each fiscal year at the rate of 1.67 days per month.

(1) Earned vacation should be taken during the summer months when possible. Vacation time that cannot be taken during the summer months may be carried over to the school year. Said vacation

time may be taken during the school year only with the approval of the Superintendent of Schools.

(2) All tentative vacation dates and requests for changes shall be approved by the Superintendent of Schools. It is the individual Administrator's responsibility to make sure that he/she notifies the Superintendent's office in writing of any change in vacation dates in order to keep records accurate and uptodate.

(3) An Administrator is entitled to carryover unused vacation to the following year up to a maximum of 40 days. However, available vacation days may never exceed 40 days at any time during the year. Vacation days will be accrued at a rate of 1.67 days per month. Extreme circumstances will be considered by the Superintendent.

1300.3 FlexTime

Administrators will be provided with the option of utilizing flexible work weeks during the time that summer hours are in effect. All flex time must be approved by the Superintendent of Schools.

1300.4 Use of Personal Vehicles

The use of personal vehicles for travel within the district will be reimbursed at the IRS rate. The Superintendent is authorized to address eligibility for the benefit as well as any irregularities.

Section 900 SEVERANCE PAY

When an administrator becomes eligible for benefits under the Public School Employees Retirement System and applies for same, the Board shall either make a cash payment to the administrator or shall make a nonelective employer contribution into a 403(b) account for such administrator, depending solely on the adjusted value of the administrator's accumulated, but unused sick days. For the purposes of this paragraph, each sick day shall be valued at twenty per

cent (20%) of the administrator's current per diem rate. If the total adjusted value of an administrator's accumulated sick leave, when combined with the value of the administrator's accumulated vacation pay under Section 1300.2 of this Agreement, is equal to, or less than one thousand dollars (\$1,000), the Board shall pay such amount to the administrator as a single sum cash payment. If the total adjusted value of an administrator's accumulated sick leave and vacation days exceeds \$1,000, then the Board shall make a nonelective employer contribution equal to such amount into a 403(b) account for the administrator, provided that the contribution shall not exceed the applicable contribution limit under Section 415(c) of the Internal Revenue Code. Notwithstanding the preceding, no contribution based on the value of accumulated sick leave shall exceed twenty-five per cent (25%) of the administrator's current salary (at severance from service). The administrator shall not have an option to receive cash in lieu of this employer 403(b) contribution, nor may the administrator have any option to elect the form of payment of this severance pay benefit.

Section 1300.2 VACATION

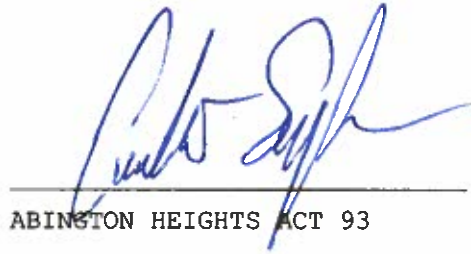
Upon an administrator's severance from service with the school district, the Board shall pay the value of any accumulated but unused vacation days either in cash as a nonelective employer contribution into a 403(b) account for the administrator. The form of the payment shall be based solely on the aggregate value of the administrator's accumulated sick days and vacation days. If the combined value of the Administrator's accumulated sick leave benefit (as determined in Section 900 of this Agreement) and accumulated

vacation days hereunder is less than or equal to \$1,000, the Board shall make a cash payment to the administrator equal to the value of such accumulated leave time. If the combined value of such leave exceeds \$1,000 then the Board shall deposit such an amount as nonelective employer contribution into a 403(b) account for the administrator, provided that the contribution shall not exceed the applicable contribution limit under Section 415(c) of the Internal Revenue Code.

For the purpose of this Section, each vacation day shall be valued at 100% of the administrator's current per diem rate. The administrator shall not have an option to receive cash in lieu of this employer 403(b) contribution, nor may the administrator have any option to elect the form of payment of this vacation pay benefit.



ABINGTON HEIGHTS SCHOOL DISTRICT



ABINGTON HEIGHTS ACT 93