

**BETHEL PARK SCHOOL  
DISTRICT**

**ACT 93 PLAN**

**JULY 1, 2011 TO JUNE 30, 2016**

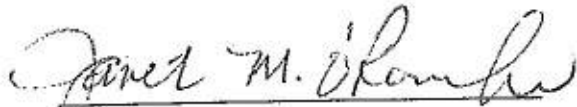
## Act 93 Compensation and Benefits Plan

This Plan is made between the Board of School Directors of the Bethel Park School District and the Bethel Park Act 93 Administrative Group.

This Agreement shall become effective on July 1, 2011 and shall remain in effect through and including June 30, 2016.

FOR THE ADMINISTRATIVE GROUP:

FOR THE DISTRICT:



Janet O'Rourke  
Principal



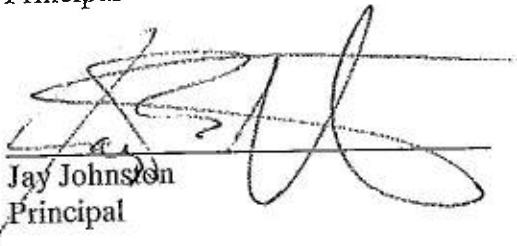
Donna Cook  
President, Board of School Directors



David Muench  
Principal



Matthew Howard  
Board Secretary



Jay Johnston  
Principal

## **Introduction:**

The Act 93 Compensation and Benefits Plan is prepared in conjunction with School Board Policy Number 328 – Wage and Salary for Administrative Employees and under Section 1164 of the Pennsylvania Code.

### **Article I. Administrator Performance Appraisal**

1. A written performance appraisal/program will be developed and implemented by the Superintendent.
2. The Superintendent will determine a rating of “Satisfactory” or “Unsatisfactory”. The annual rating shall be provided to each administrator in writing no later than June 30 of each school year barring any emergencies or extenuating circumstances.
3. Annual pay adjustments will be based upon the final evaluation and a minimum evaluation rating of “Satisfactory” is required for a salary adjustment. In order to be entitled to the full salary increase, the employee must be on staff on or before January 1. Administrators beginning after January 1 to June 30 will be entitled to a prorated portion of the salary increase if he or she receives a “Satisfactory” rating.
4. Administrators who receive an annual evaluation rating of “Unsatisfactory” will be ineligible to receive a salary adjustment.
5. Beginning with the evaluation for the 2011-2012 school year, a minimum rating of “Satisfactory” will entitle the administrator to a minimum annual base salary raise of 1.347 multiplied by the increase for teachers at the top step or \$1,500, whichever is greater. The rating scale is subject to change if a state mandated rating system is implemented by the State.

### **Article II. Program of Compensation**

The Board may adopt additional merit and/or incentive-based pay programs.

### **Article III. Program of Benefits under the Act 93 Compensation and Benefits Plan**

#### **1. Vacation**

Administrators who work a twelve (12) month contract will receive twenty (20) vacation days during the fiscal year. A maximum of five (5) vacation days may be carried over through August 31 of the next fiscal year. Annually, a maximum of five (5) unused vacation days will be permitted to be paid to the Act 93 member at his or her per diem rate on June 30 of each year or five (5) unused vacation day a year may be converted to sick days. Administrative employees are credited with twenty (20) vacation days on July 1 based on the assumption the administrator will work a full school year following July 1. Any administrative employee beginning his/her employment after July 1 will have their vacation days prorated for the year. Should an administrative employee decide to terminate their position after July 1 of the school year, the twenty (20) vacation days they were credited with on July 1 will be prorated based on the number of months worked beyond July 1 of that school year.

**2. Holidays**

Administrators will be eligible for the following holiday schedule:

July 4 (the Legal Holiday)  
Labor Day  
Memorial Day

All twelve (12) month Administrators shall be entitled to the following holidays: During the period from the first (1<sup>st</sup>) through the one hundred and ninety-third (193) teacher work day, the teachers' holiday schedule will be applicable to the administrators. In addition all twelve month Administrators will also be granted a holiday on Memorial Day, Labor Day and July 4<sup>th</sup>.

**3. Personal Days**

Administrators are eligible for three (3) personal business or emergency days with pay for each full fiscal year worked. A maximum of six (6) accrued personal days may be taken in any fiscal year. Unused personal days, beyond the accrued six (6), will be converted to sick days on July 1.

An administrator hired on or after January 1 will be entitled to one and one-half (1½) personal or emergency days for the remainder of that school year.

**4. Sick Days**

Administrators are eligible for twelve (12) sick days per year. Unused sick days accumulate from year to year. For administrators beginning after July 1 of the school year, sick days will be prorated.

**5. Bereavement Days**

Whenever an employee is absent from duty because of a death in the family, there shall be no deduction of salary or personal days for an absence not to exceed four (4) calendar days or one (1) calendar day per the following:

Immediate Family	Four-Day Leave
Other Family Members	One-Day Leave

Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent, son-in-law, daughter-in-law, or other relative residing in the employee's household.

Other family members shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

**6. Sabbatical Leave**

Administrators are eligible for sabbatical leave in accordance with the Pennsylvania Public School Code.

**7. Military Leave**

Granting of military leave will be in accordance with the applicable provisions of the Public School Code of the Commonwealth of Pennsylvania.

**8. Group Health Care Benefits**

Group Hospitalization and Medical Insurance- Benefits (rates and coverages) will match the district's provisions for professional staff.

Dental Care Insurance – Benefits (rates and coverages) will match the district's provisions for professional staff.

Vision Care Insurance – Benefits (rates and coverages) will match the district's provisions for professional staff

Premium co-payments for the benefits will be as provided in the Professional Staff Collective Bargaining Agreement.

**9. Personal Property Insurance**

The school district shall provide personal property insurance through a carrier of its own choice for each employee, subject to the conditions and limitations outlined below:

Such coverage shall be limited to three hundred (\$300) dollars per employee, excluding money and securities, aircraft, motor vehicles licensed to travel, boats and live animals and birds, as well as loss resulting from acts of war, armed forces, insurrection, rebellion, nuclear reaction and unexplained or mysterious disappearance.

Such insurance will be subject to a ten (\$10) dollar deductible clause; however, it will provide coverage only on an excess basis over any other valid and collectible insurance. Such insurance shall apply only to loss which occurred on school property or while on school-related business.

**10. Life Insurance**

The School District shall provide life insurance in the amount of one and one-half (1½) times the individual administrator's annual salary, at no cost to the employee. Up to \$30,000 of auxiliary life insurance may be purchased by the employee under the group plan at his/her own expense.

**11. Liability Insurance**

The school district provides liability insurance in the amount of \$1,000,000. Excess liability in the amount of \$5,000,000 is provided through an umbrella insurance policy.

**12. Disability Insurance Policy**

The School District shall provide disability insurance through a carrier of its own choice.

**13. Travel and Accident Insurance**

As established by Board Policy.

**14. In-Service Death Benefit**

An in-service death benefit for earned vacation not taken will be payable to the administrator's named beneficiary under the life insurance program, or if the beneficiary is not available to his or her estate.

**15. Tuition Aid**

With advance approval, the School District shall provide a maximum of up to \$650 per credit for graduate work completed throughout this Act 93 Agreement, The amount of the reimbursement will be determined using the final grade received at the completion of each course as defined below:

A or B or equivalent – 100 % payment for each credit up to \$650  
C or less – no payment

In no case shall reimbursement exceed the actual tuition expense.

Reimbursement for graduate work to a maximum of six (6) credits per semester and eighteen (18) credits per year. A grade of an "A" or "B" is required in order to receive reimbursement.

An administrator will be required to repay any tuition reimbursement received according to the following schedule:

- (i) One hundred percent (100%) of any tuition reimbursement received within the last 24 months prior to the effective date of the resignation.
- (ii) Seventy-five percent (75%) of any tuition received within the last 25 to 48 months prior to the effective date of the resignation.
- (iii) Fifty percent (50%) of any tuition received within the last 49-60 months prior to the effective date of the resignation.
- (iv) Zero percent (0%) of any tuition received 61 months and thereafter.

**16. Conference Attendance**

Administrators may be permitted to attend necessary and appropriate state, regional, and national conferences, meetings, and seminars at the district's expense subject to approval by the Board. The administrator will budget for the attendance of the conference.

**17. Mileage**

Administrators required by the nature of their assignment to use personal transportation shall be reimbursed at the Internal Revenue Service allowable rates then in effect.

**18. Payroll Deduction**

Participation, at the employee's expense, in the following plans: credit union, auto insurance, educators' mutual insurance, government bonds, and annuities shall be made available upon the written request of the administrator.

**19. Activity Card**

All administrators shall be issued an employee activity card, which will entitle the employee to two (2) general admission seats at all school-sponsored activities other than banquets each fiscal year. In addition, employees are entitled to two (2) complimentary reserved seat tickets for home football games.

**20. Legal Counsel**

Any individual administrator who is sued for some action or omission that is determined by the school district's solicitor (which is determined to be within the scope of the administrator's assignment) shall be provided legal counsel if the following conditions are met:

- a) The matter is promptly brought to the attention of the school district.
- b) No current or potential conflict of interest appears to exist.
- c) Counsel will either be paid for or provided by the school district at its discretion.
- d) The provision of counsel is not prohibited by law.
- e) The conduct of the individual seeking counsel is reasonable under School Code.

**21. Professional Organizations**

Membership dues for one state and one national professional organization will be paid by the school district for each school year.

**22. Retirement**

An administrator planning to retire shall provide a minimum of one hundred (100) days of notice. The requirement will be waived in the event of the availability of a special incentive which was not available in at least one hundred (100) days in advance of the requested requirement date, or because the administrator has a serious medical condition.

**23. Early Retirement Incentive**

Any early retirement incentive opportunity provided to the professional staff would also be made available to eligible administrators who have worked for the District a

minimum of five (5) years and subject to the approval of the Board. An applicant cannot be on permanent disability. Any group insurance benefit or severance benefit made available will be provided based on the provisions of the Act 93 Compensation and Benefits Plan.

**24. Severance**

Upon termination of employment for permanent retirement as that term is used under the provisions of the Pennsylvania Public School Retirement Act, which recognizes retirement as a result of superannuation, withdrawal retirement, or disability, the following severance payments will be provided:

- Retiring administrators will receive a benefit based on the formula below up to a maximum of \$35,000.
- Formula – 100% of sick and personal days times 50% of the daily rate of pay for purposes of the calculation of the severance payment, 240 days will be used to determine the daily rate.
- Death of an Administrator Prior to Retirement – In the event of the death of an administrator prior to retirement, the severance payment described above will be made to the beneficiary designated by the administrator under his or her base group life insurance policy and, if the beneficiary is not available, to his or her estate.

**25. Group Health Care Benefits upon Retirement (Favorite Nation Clause with the Professional Employee Contract)**

Group Hospitalization/Medical/Dental /Vision -- The School District will maintain Group Hospitalization and Medical Insurance for the retiring administrator and his or her spouse until the earlier of: the number of years of service in the Bethel Park School District; ten (10) years; death of the Administrator; or the age of 65. Benefits will be the "standard plan" as provided by the Allegheny County Health Insurance Consortium.

Upon retirement, the life insurance coverage currently in effect for the administrator, will continue at the same level of benefit for the administrator until the earlier of the attainment of age 65 or the death of the administrator.

Upon the death of the retiree or the retiree becoming Medicare eligible, the spouse, under the COBRA law is entitled to remain on the district's health care plan at his or her expense.