

# **ACT 93 AGREEMENT**

**BETWEEN:**

**THE ADMINISTRATIVE TEAM OF THE  
BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT**

**AND THE**

**BLAIRSVILLE-SALTSBURG SCHOOL DISTRICT**

**EFFECTIVE JULY 1, 2013 TO JUNE 30, 2018**

## **PHILOSOPHY**

The primary goal of the Blairsville-Saltsburg School District ("the District") is to assist each student in identifying and realizing his/her potential as an individual and as a member of society. This goal can only be achieved through the efforts of competent and motivated educators who are dedicated to ongoing professional development.

## **PURPOSE**

The general purpose of this Agreement is to foster mutual support and loyalty between the District's Administrative Team ("the Administrative Team") and the District's Board of Education ("the Board") in light of state statutes, guidelines provided by the Pennsylvania Department of Education, and policies established by the Board.

The Administrative Team and the Board recognize the need for cooperation, understanding, and mutual support in operating an effective program of educational opportunity in the School District.

It is the specific intent of this agreement to:

- Establish agreeable scales of remuneration and other benefits for the Administrative Team.
- Ensure that the Administrative Team has input with respect to matters having an effect on the educational programs offered by the District.

## **ARTICLE I - RECOGNITION**

**Section 1** - The District adopts the Administrative Team concept as part of its formal operating policy. None of the parties to this Agreement will make unilateral decisions that will affect the provisions of this Agreement.

**Section 2** - The Administrative Team is recognized by the District as representing all regularly employed administrative and supervisor personnel. For the purpose of this Agreement, the Administrative Team includes:

- A. The Principal of Blairsville High School;
- B. The Principal of Blairsville Middle School;
- C. The Principal of Saltsburg Middle/High School;
- D. The Principal of Blairsville Elementary School; and
- E. The Principal of Saltsburg Elementary School
- F. The Director of Special Education

## **ARTICLE II - TERM OF AGREEMENT**

**Section 1** - This Agreement will begin on July 1, 2013 and will continue in full force and effect until June 30, 2018.

## **ARTICLE III - SAVINGS CLAUSE**

**Section 1** - If any clause, sentence, paragraph, or part of this Agreement, or its application to any person(s) or circumstance(s); is, for any reason, determined by a court of competent jurisdiction to be invalid, that determination will not affect, impair, or invalidate the remainder of this Agreement, not its application to other person(s) or circumstance(s) where those other person(s) or circumstance(s) are clearly unaffected by that determination. That determination will be confined in its operation to the clause, sentence, paragraph, or part of this Agreement that is directly involved in the controversy in which that determination has been rendered.

## **ARTICLE IV - RIGHTS OF THE ADMINISTRATIVE TEAM**

**Section 1** - The Board agrees to provide payroll deductions for members of the Administrative Team ("Administrators") when authorized for Tax-Sheltered Annuity Programs and Credit Union items approved by the Board.

**Section 2** - Administrators will have the right to review and discuss any evaluation reports with their supervisor and review the contents of their personnel files.

**Section 3** - Administrators will have the right to meet and discuss issues related to this Agreement with the Board.

## **ARTICLE V - SALARY INCREASE & EVALUATION**

**Section 1** - The Superintendent or Assistant Superintendent of the District will be responsible for monitoring progress of the Administrative Team. The Administrative Team will provide the Board with an administrative update in the written form of a Principal's Report at the Board's regular voting meetings.

**Section 2** - The Superintendent or Assistant Superintendent will evaluate the Administrative Team as follows:

- A. The Superintendent or Assistant Superintendent will receive from, adjust if necessary, and approve District goals for the Administrative Team no later than the first student day of each school year.
- B. The Superintendent or Assistant Superintendent will submit a formal, written evaluation (including anecdotal records) of Administrative team and District goals to the Administrative Team and Board no later than the third Wednesday of the sixth month of the year.

**Section 3** - Salary Increases

- A. On July 1st of each year, commencing with July 1, 2013 a base salary increase of 0.0 to 3.0 percent of the prior year base salary will be awarded to each member of the Administrative Team as determined by the school board. Basic responsibilities include, but are not limited to budgeting, scheduling, teacher observations, supervising personnel, assisting in staff development, opening and closing school year. Facilities management, preparing student and faculty handbooks, monitoring curriculum and facilitation instruction, maintaining district and state records, and conducting parent and teacher conferences will be conducted and completed in a satisfactory manner.

**Section 4** - The minimum entry level administrative salary is abolished.

## **ARTICLE VI - BENEFITS**

### **Section 1 - Hospitalization**

- A. This benefit will be divided into 12 parts, with one part payable to the insurer each month. Participation in group insurance plans and benefits are subject to the regulations and policies of the insurer.
- B. Administrators will be entitled to health insurance and hospitalization coverage for individual or family through a Blue Cross/Blue Shield PPO Blue Program or other health plan offered by the health consortium, as determined by the District. See Attached summary of Plan Design (Exhibit A).
- C. Administrators will continue to contribute to the cost of their health insurance and hospitalization coverage. Each administrator will pay 10% of total health insurance and hospitalization premium attributable to him/her and his/her family.

### **Section 2 - Dental Insurance**

- A. The District will have the right to choose the dental plan and insurer.
- B. The District will provide dental coverage for each regular full-time Administrator and his/her family, if applicable.
- C. Administrators will continue to contribute to the cost of their dental insurance. Each administrator will pay 10% of total dental insurance premium attributable to him/her and his/her family.

### **Section 3 - Vision Care**

- A. The District will have the right to choose the vision care plan and insurer.
- B. The District will provide a vision care plan for each regular full-time Administrator and his/her family, if applicable.
- C. Administrators will continue to contribute to the cost of their vision insurance. Each administrator will pay 10% of total vision insurance premium attributable to him/her and his/her family.

#### **Section 4 - Comparable Coverage**

- A. If any Administrator has health care insurance and hospitalization coverage available for him/her and his/her family through the employment of that Administrator's spouse that is comparable to that available under Section 1 of this Article, that Administrator will enroll for the coverage through the employment of his/her spouse and will no longer be eligible for such coverage under this Agreement. Any administrator may elect to resume the district health care insurance and hospitalization coverage at any time.
- B. Any administrator who elects to forgo healthcare insurance and hospitalization coverage provided by the district or any administrator who is no longer eligible for the district's health care insurance and hospitalization coverage because of coverage provided by his/her spouse, shall be entitled to receive a payment equal to 50% of the care coverage premium attributable to him/her and his/her family. Said payment shall be paid in 12 equal monthly installments. When the district employs both husband and wife in the district, in any capacity, there shall be no insurance buyout or individual coverage.
- C. The determination under paragraph A of this Section of whether health care insurance and hospitalization coverage available for any Administrator and his/her family through the employment if that Administrator's spouse is comparable to that available under Section 1 of the this Article, will be within the sole discretion of the District.

#### **Section 5 - Vacation Days**

- A. Each Administrator with at least 6 months employment with the District will receive 5 paid vacation days.
- B. Each Administrator with at least 12 months employment with the District will receive 20 paid days vacation per year.
- C. Vacation days must be approved by the Superintendent and reported to the District's Business Manager. Written requests must be submitted to the Superintendent in a timely manner, with as much notice as possible. However it is recognized and acknowledged that unscheduled incidents or events that affect the school community may predicate changes to vacation schedules with little notice. Tolerance for such flexibility is warranted, as it may indeed be in the best interest of the District and the student population. The superintendent has sole responsibility to monitor and approve requests from the Administrators.

- D. Subject to sub paragraph E below, vacation days may be accumulated from year to year for employee use, but when the Administrator leaves the district, he/she will be paid his/her then salary rate for no more than 30 days.

### **Section 6 – Holidays**

- A. Administrators will not be required to work on Independence Day. If July 4 falls on a weekend day, the Administrator may choose to take the holiday on the preceding Friday, or the following Monday. The following holidays, the dates of which are to be determined, when applicable, include: New Year's Day, Good Friday, the Monday following Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Monday after Thanksgiving, December 24, Christmas Day, December 26 and December 31.
- B. On snow or similar days when school is closed because of weather or other emergencies, the Administrative Team will be required to work as determined by the Superintendent.

### **Section 7 – Cell Phones**

- A. Any administrator who elects to forgo a District cell phone will be reimbursed for the use of their personal cell phone at a rate of \$40.00 per month.

## **ARTICLE VII - INSURANCE**

### **Section 1 - Group Term Life Insurance**

- A. The District will provide a group term life insurance policy for each Administrator in the amounts listed below. The District will choose the insurer.
- B. The group term life insurance coverage amount provided by the District will be \$200,000 and will include accidental death and dismemberment coverage for each Administrator. Each Administrator will have the option, at his/her expense and subject to the regulations of the insurer, to purchase additional coverage.

## **ARTICLE VIII - TUITION REIMBURSEMENT**

**Section 1** - Subject to the conditions hereinafter set forth in Article VIII, tuition credits earned by an Administrator during the course of his/her employment with the District will be reimbursed as follows:

- A. 90% of the state related institution's rates.
- B. 80% of non-state related institution's rates.
- C. Employees must achieve a minimum grade of "B" in order to qualify for reimbursement. Employees shall submit proof of successful completion of all courses prior to reimbursement to the District's business manager.

**Section 2** - To be eligible for tuition reimbursement, the Administrator must remain employed by the District for five (5) years following the date of reimbursement for tuition for credits earned by the Administrator. If the Administrator leaves the District for employment elsewhere prior to the elapse of five (5) years from the date of reimbursement for tuition, the Administrator will be obligated to repay the District the amount of tuition reimbursement received by the Administrator during the period of five years immediately prior to the Administrator's termination of his/her employment with the District. The Administrator hereby authorizes the District to withhold such sums directly from the Administrator's paycheck or from any other sums owed by the District to the Administrator. This provision shall not apply to an Administrator whose employment is ended as a result of his/her death.

## **ARTICLE IX - PROFESSIONAL GROWTH**

**Section 1** - The District will provide the opportunity and support for the professional growth and development for the Administrators. The District budget will support and pay for the Administrators participation in one state level conference each year, as approved by the Superintendent and School Board.

## **ARTICLE X - LEAVES**

**Section 1** - Each Administrator with at least 12 months employment with the District will receive 12 paid sick days per year. All sick days used must be reported to the District's Business Manager.

**Section 2** - Any Administrator called for jury duty will be paid the difference between compensation for jury duty and his/her salary.



**Section 3** - Each Administrator will receive a 5-day bereavement leave in the event of the death of the spouse, parent, step-parent, child, step-child, parent of the spouse, son-in-law, daughter-in-law, brother, sister, or grandchild, and a 3-day bereavement leave in the event of the death of a grandparent, brother-in-law, sister-in-law, aunt, uncle, cousin, niece, nephew. All bereavement days used must be reported to the District's Business Manager.

## **ARTICLE XI - PROFESSIONAL MEMBERSHIPS**

**Section 1** - Each Administrator will be entitled to receive reimbursement for the cost of professional membership in the state and national associations which are related to his/her work assignments.

## **ARTICLE XII - TRAVEL EXPENSES**

**Section 1** - Administrators will be reimbursed at the rate established by the Board (IRS Approved) for approved school travel. All requests for travel expenses will be submitted to the District's Business Manager on a monthly basis.

## **ARTICLE XIII - LEGAL AID/OBLIGATIONS**

**Section 1** - The District will defend, hold harmless, and indemnify any Administrator of and from any and all demands, claims, suits, actions, and legal proceedings brought him/her as agent and/or employee of the District, provided, however, that said demands, claims, suits, actions, and legal proceedings arise from acts, omissions, incidents, and occurrences done by him/her acting within the scope of his and/or her employment and during the course of his/her employment, and further provided that such demands, claims, suits, actions, and legal proceedings do not arise from acts, omissions, incidents, and occurrences done by him/her that constitute a crime or criminal act, actual fraud, gross negligence, actual malice, or intentional and/or willful misconduct.

**Section 2** - In the event that an Administrator has liability coverage for purposes of the items mentioned in the preceding paragraph, such coverage will be in effect before the District is required to furnish counselor coverage. In the event an Administrator does not have coverage, or if the limit of his/her coverage is reached, additional coverage will be provided by the School District.

#### **ARTICLE XIV - METHOD OF PAYMENT**

**Section 1** - Administrators will be paid their salaries in 26 annual installments. Such installments will be paid concurrent with the pay dates for the District's teachers.

#### **ARTICLE XV - PERSONAL LEAVE**

**Section 1** - Each Administrator with at least 12 months employment with the District will receive up to three days off per year for personal reasons. All personal days used must be reported to the District's Business Manager. No more than two personal days may be carried over from year to year.

#### **ARTICLE XVI - SICK LEAVE UPON LEAVING THE DISTRICT**

**Section 1** - Upon retiring from the District, the District will pay a full-time Administrator \$80 a day for his/her unused accumulated sick leave.

#### **ARTICLE XVII - DOCTORATES**

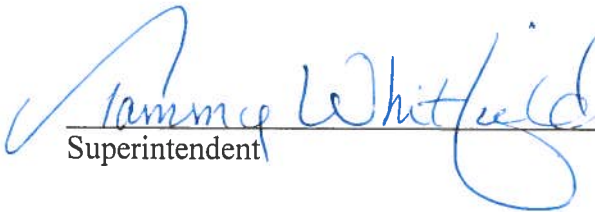
**Section 1** - If any Administrator acquires the degree of Doctor of Education or a Doctor of Philosophy, he/she will be entitled to salary increases added to that Administrators base salary as follows:

- A. An increase of 1.0% of the base salary effective July 1 following the date such Doctorate is awarded until the employee leaves the District.

**ACKNOWLEDGEMENT OF:  
ADMINISTRATIVE TEAM ACT 93 AGREEMENT  
Effective July 1, 2013 – June 30, 2018**

  
\_\_\_\_\_  
Board President

7/9/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

7-9-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrative Team Co-Representative

7-12-2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Administrative Team Co-Representative

7-12-13  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**  
**Retirement Incentive**

**The retirement incentive is available up to September 1, 2013, after this date the Administrative Team and the District agree that the incentive will be terminated.**

To qualify for the retirement incentive, the administrator must have at least 55 years of age and is applying for PSERS retirement. For normal PSERS retirement, the employee must meet one of the following qualifications:

- Age 62 with 1 year of credited service
- Age 60 with 30 years of credited service
- 35 years of credited service at any age

The following is a list of incentives the administrator will receive as part of the retirement incentive:

- \$7,000 deposited into a 403b plan for three consecutive years upon retirement.
- Unused sick leave reimbursement at the rate of \$80 per day deposited in a 403b plan.
- The administrator is exempt from paying back tuition reimbursements received from the district upon retirement.