

BOYERTOWN AREA SCHOOL DISTRICT

COMPENSATION AND BENEFIT PLAN APPLICABLE TO PRINCIPALS, ASSISTANT PRINCIPALS, AND DIRECTORS

This Compensation and Benefit Plan (Plan) as provided by Act 93 for principals, assistant principals, and directors (Administrators) of the Boyertown Area School District (District) is set forth below.

1. **Duration:**

This Plan shall be in effect for the period beginning July 1, 2015, and ending June 30, 2018. .

2. **Rate of Compensation:**

Beginning annual salaries for newly hired Administrators on or after July 1, 2015, are derived from the minimum pay rate schedules set forth in Paragraph 32 of this Plan. Annual salaries for Administrators hired prior to July 1, 2015, will be determined in accordance with the Evaluation Plan described below. The actual approved Evaluation Plan and rating forms will be kept in the Human Resources Department.

The evaluations of the Administrators will be the responsibility of the Superintendent or the Superintendent's designee. The Assistant Principal evaluations will be the responsibility of the building Principal with input from the Superintendent and/or the Superintendent's designee. Each Administrator will be evaluated at least once year in accordance with the PDE Principal Effectiveness Tool so that the performance can be monitored and so that Administrators who are not meeting expectations are given guidance as to how they are to improve.

The evaluation period will be from July 1 through June 30 of each year.

An appeal of an evaluation shall follow Policy 2350 of the Board.

Eligibility for compensation adjustments during the duration of this Plan shall be determined as follows:

- Effective July 1, 2015, until December 31, 2015 – Administrators will be eligible for a one (1) time performance bonus that will not be added to base salary for those Administrators who achieve at least a proficient rating (2.0) in each of the four domains in the PDE Effectiveness Rating Tool (strategic/cultural leadership; systems leadership; leadership for learning; and professional and community leadership) during the evaluation period. Assuming that the Administrator achieves at least a proficient rating in each one of the four domains, the Administrator would receive a bonus equivalent to 1.25% of the average Act 93 salary for that time period. Administrators who have a performance rating of below proficient in any one of the four domains will not be entitled to a raise or a bonus as applicable.
- January 1, 2016-June 30, 2016 – Eligible Administrators who have been rated with a proficient rating of 2.0 in each of the four domains will be entitled to the greater of any one of the following increases: (1) 1%; or (2) the base level Act 1 index during the time period, not to exceed 3%. . Administrators who have a performance rating of less than

2.0 in each one of the four domains will not be entitled to either a raise or a bonus, as applicable.

- July 1, 2016-December 31, 2016 – Administrators will be eligible for a one (1) time performance bonus that will not be added to base salary for those Administrators who achieve at least a proficient rating (2.0) in each of the four domains in the PDE Effectiveness Rating Tool (strategic/cultural leadership; systems leadership; leadership for learning; and professional and community leadership) during the evaluation period. Assuming that the Administrator achieves at least a proficient rating in each one of the four domains, the Administrator would receive a bonus equivalent to 1.25% of the average Act 93 salary for that time period. Administrators who have a performance rating of below proficient in any one of the four domains will not be entitled to a raise or a bonus as applicable.
- January 1, 2017-June 30, 2017 – Eligible Administrators who have been rated with a proficient rating of 2.0 in each of the four domains will be entitled to the greater of any one of the following increases: (1) 1%; or (2) the base level Act 1 index during the time period, not to exceed 3%. Administrators who have a performance rating of less than 2.0 in each one of the four domains will not be entitled to either a raise or a bonus, as applicable.
- July 1, 2017-December 31, 2017 – Administrators will be eligible for a one (1) time performance bonus that will not be added to base salary for those Administrators who achieve at least a proficient rating (2.0) in each of the four domains in the PDE Effectiveness Rating Tool (strategic/cultural leadership; systems leadership; leadership for learning; and professional and community leadership) during the evaluation period. Assuming that the Administrator achieves at least a proficient rating in each one of the four domains, the Administrator would receive a bonus equivalent to 1.25% of the average Act 93 salary for that time period. Administrators who have a performance rating of below proficient in any one of the four domains will not be entitled to a raise or a bonus as applicable.
- January 1, 2018-June 30, 2018 – Eligible Administrators who have been rated with a proficient rating of 2.0 in each of the four domains will be entitled to the greater of any one of the following increases: (1) 1%; or (2) the base level Act 1 index during the time period, not to exceed 3%. Administrators who have a performance rating of less than 2.0 in each one of the four domains will not be entitled to either a raise or a bonus, as applicable.

The performance bonus will be prorated in the event that the Administrator was not in their position for the twelve month evaluation period.

Educational attainment shall be recognized semi-annually on January 1 and July 1. Administrators who do achieve educational attainment will receive the dollar difference between the masters and masters + 15 column, the masters + 15 and masters + 30 column, the masters + 30 and masters + 45 column, and the masters + 45 and doctorate column on the minimum salary schedules applicable for the year in question as set forth in Paragraph 32 of this Plan.

3. Pay Schedule:

Administrators shall receive twenty-six (26) pays per year. Administrators shall be paid on a biweekly basis.

4. Hospitalization/Medical-Surgical/Prescription Insurances:

a. Plans Offered.

The District will provide hospitalization/medical-surgical/prescription insurance coverage for the Administrators, and as their family status warrants (single, two-party, or family coverage), as set forth in the District's self-insurance plan or similar plan.

b. Allocation of Premium Costs.

Both the District and the Administrators will contribute toward the premium rates for the single, two-party, and family coverage for all full-time Administrators for the health plan elected. The Administrator will contribute the following percentage of the annual premium for each year of this agreement: 2015-2018 – 15%. The Administrator's contribution will be made through mandatory payroll deductions.

c. Married Couples.

Married couples, both of which are working on a full-time basis for the District and who are otherwise eligible to participate in the District's healthcare program, shall be entitled to one family plan. If such a married couple has no eligible children, then they will be entitled to one two-party plan.

d. All coverages are subject to the limitations and conditions of the Master Agreements between the District and its hospitalization/medical-surgical/prescription insurance carriers and to any regulations imposed on the District by the federal or state governments.

e. Consistent with this provision, the District agrees to implement, so long as the IRS so permits, Section 125 flexible spending and dependent care accounts, and a Section 125 pre-tax flexible spending account and a dependent care account plan.

5. Life Insurance:

The District will pay the premium rate for a \$250,000 group term life and Accidental Death and Dismemberment (AD&D) insurance policy covering the Administrators.

The District will pay 100% of the premiums for three years of coverage of group term life insurance in the face amount of \$250,000 from the effective date of retirement of District retirees who complete 10 or more years of consecutive service in an administrative position in the Boyertown Area School District, subject to the insurance requirements of the provider.

6. Supplemental Life Insurance:

Each year a supplemental life insurance plan will be offered to Administrators that will enable Administrators to purchase additional life insurance at their own expense. The plan will be subject to insurance carrier requirements. If there is a percentage participation requirement and it is not met, the plan will not be offered until such percentage participation requirements are met.

7. Dependent Life Insurance:

Each year a dependent life insurance plan will be offered to Administrators that will enable Administrators to purchase additional life insurance at their own expense. The plan will be subject to insurance carrier requirements. If there is a percentage participation requirement and it is not met, the plan will not be offered until such percentage participation requirements are met.

8. Dental Insurance:

The District will pay the premium rate for a dental insurance program for principals, assistant principals, and directors and their families (single, two-party or family coverage) for the duration of this plan.

All dental insurance coverage is subject to the limitations and conditions of the Master Agreement between the District and its dental insurance carrier and to any regulations imposed on the District by the federal or state governments.

9. Vision Insurance:

The District will pay the premium rate for individual vision insurance coverage for Administrators.

The District will additionally provide vision insurance coverage for the spouse and eligible dependents of each principal, assistant principal, and director on a 75%-25% co-pay basis with the District paying 75% of the difference in the premium between the individual and family rates.

All vision insurance coverages are subject to the limitations and conditions of the Master Agreement between the District and its vision insurance carrier and to any regulations imposed on the District by the federal or state governments.

10. Prescription Insurance:

Prescription insurance coverage is provided under the District's core Hospitalization/Medical-Surgical/Prescription Insurance plans.

All prescription insurance coverages are subject to the limitations and conditions of the Master Agreement between the District and its Hospitalization/Medical-Surgical/Prescription Insurance carriers and to any regulations imposed on the District by the federal or state governments.

11. Sick Leave:

Sick leave is allotted on the basis of one day per month or portion thereof for each month worked. Administrators working a 260-day schedule shall be entitled to a maximum of 12 sick days per year.

The entire year's allotment is available at the beginning of each year and unused sick leave accumulates from year to year. An Administrator may be required at any time to furnish a certificate from a physician certifying that the said Administrator was unable to perform her or his duties during the period of absence.

Administrators who work less than their scheduled time of yearly employment are subject to a reduction of sick leave entitlement in proportion to the time worked in the fiscal year.

At retirement, if an Administrator has at least 5 years of service with the District, he/she is eligible to receive \$55 per day for each unused sick day up to a total of 150 accumulated days.

12. Long-Term Disability Insurance:

The District agrees to contribute to an Administrator, a non-elective contribution to fund a long-term disability insurance plan that will be used to pay the premiums for a long-term disability group insurance plan for Administrators. Compensation will be limited to an annual maximum of \$600.00 per eligible Administrator for the purchase of long-term disability coverage that will be negotiated through the District Business Office.

13. Leaves of Absence:

Leaves of absence for child rearing or personal medical reasons will be granted in accordance with the provisions of board policy and the Family and Medical Leave Act. Similarly, professional development leaves of absence will be granted in accordance with the provisions of District policy.

A sabbatical leave at full salary may be approved for one semester or two semesters for serious illness, subject to the following terms and conditions:

Serious Illness:

- a. This sabbatical leave provision is available only once in an Administrator's career.
- b. The Administrator requesting a sabbatical leave must be otherwise eligible for a sabbatical leave as defined in the Pennsylvania School Code.
- c. This provision is available only to Administrators who have served 15 or more years in the Boyertown Area School District.
- d. This sabbatical leave provision is available only after the Administrator exhausts all of his/her accumulated sick leave.

This sabbatical provision is available only after the Administrator is recommended for such sabbatical leave by the Administrator's physician. The Administrator shall consent to a second medical examination to be performed by a physician of the District's choice. Such second medical examination shall be performed at the expense of the District. In the event of a conflict between the Administrator's physician's recommendation versus the second medical examination, both the Administrator's physician and the second examining physician shall choose a third physician whose recommendation for the sabbatical leave shall be binding upon the District.

14. Bereavement Leave:

Whenever an Administrator shall be absent from duty because of a death in the immediate family of the said Administrator, there shall be no deduction in salary of the said Administrator for an absence not in excess of three (3) school days. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, parents-in-law or relative that resides in the same household, or any person with whom the Administrator has made her or his home.

Whenever an Administrator is absent because of the death of a near relative, there shall be no deduction of salary for the said Administrator for absence on the day of the funeral. A near relative shall be defined as: first cousin, grandfather, grandmother, grandparent-in-law, grandchild, aunt, aunt-in-law, uncle, uncle-in-law, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

15. Emergency Leave:

Administrators are entitled to absence for Emergency Leave as follows up to a limit of three (3) days in a single school year. This leave is not cumulative.

The following are approvable reasons for emergency leave without loss of pay:

- a. Serious illness or accident involving a member of the Administrator's immediate family.
- b. Hospitalization for surgical or medical reasons of a member of the professional Administrator's immediate family. This includes birth of a child to the Administrator's wife.
- c. Emergency affecting home or personal property.
- d. Appearance by the professional Administrator in a capacity involving a lawsuit that is not school-connected.
- e. Appearance for an Internal Revenue Service audit.
- f. Funeral of a close friend.
- g. Taking spouse or child to a medical specialist appointment related to serious illness or injury.
- h. Bringing mother and newborn baby home from the hospital.
- i. Extension of bereavement leave in case of death of a close relative.
- j. Such other reasons as are deemed by the Superintendent to be in this category.

16. Personal Leave:

Administrators covered by this plan are entitled to absence for Personal Leave without reason, up to a maximum of two (2) days in a single school year. Such leave days are not cumulative from year to year. Administrators requesting such leave shall do so by completing and submitting the required form,

together with all plans made necessary by the absence, at least one week in advance (or in the case of emergencies, as soon as possible) to the Superintendent.

17. Jury Duty:

Administrators who are called to serve on juries shall be paid their regular salary by the District for such service. All monies received for these services shall be remitted to the District, except for travel reimbursement from the County, State or Federal government.

18. Leave Without Compensation:

At the discretion of the Superintendent, the Superintendent may approve absences for professional or personal reasons with loss of compensation provided that the request for such absence is made prior to the absence, and within the framework of established administrative procedure.

An Administrator who qualifies for hospitalization insurance and who has been employed without interruption for two or more full years by the Boyertown Area School District is eligible for the continuation of insurance coverage as described in Policy 4144.2.

Following the expiration of the leave without pay referred to above, if the Administrator is not able to return to work, that failure to return to work will be deemed a voluntary resignation unless a request for leave of absence without pay and fringe benefits is submitted and approved by the District.

19. Retiree's Membership in Medical Insurance Program After Retirement:

Retiring Act 93 Administrators shall have the option to continue participation in the medical, dental, vision and life insurance programs in which they are enrolled at the time of retirement up to age 65, subject to the requirements set forth in section 5-513 of the Public School Code. The District will contribute a percentage of the group medical premium to the carrier for the retiree (single or husband and wife coverage) for up to three years from the date of retirement, as outlined below:

- Completion of 5 - 9 years of consecutive service in an administrative position in the Boyertown District = 25%
- Completion of 10 or more years of consecutive service in an administrative position in the Boyertown District = 40%

The balance of the premiums shall be prepaid by the retired Administrator based upon procedures developed by the District Business Office.

In the event that the Administrative retiree becomes Medicare eligible during this three year coverage period, the retiree will no longer be eligible to participate in the District's group medical plan. If the retiree enrolls in a PSERS Health Option Program at the time of Medicare eligibility, the District will continue to contribute the same percentage of the group medical premium for the retiree for the remainder of the three year period. Contributions will be made on behalf of the retiree and will be paid directly to PSERS by the District, when confirmation of coverage is received.

In the event that the retiree dies during this three year coverage period, the District's premium contribution requirement shall cease for the retiree and the retiree's spouse.

20. Administrator Assistance Program:

The District will provide to full-time Administrators, and their spouses and eligible dependents, an Administrator Assistance Program for the purpose of providing professional, confidential consultation and/or referral services.

21. Retirement Severance Payment:

At the time of retirement, the District agrees to pay Administrators \$275.00 per school year up to thirty (30) years of service in the District. Retiring Administrators must be eligible for superannuation or early retirement as defined by the Public School Administrators' Retirement Law and applicable legislation with at least one year of service in the Boyertown Area School District.

Retiring Administrators shall give at least sixty (60) days advance notice in writing of their proposed termination date to the Director of Personnel to be eligible for the retirement allowance unless disability or illness occurs, which makes compliance with the sixty (60) day notice impossible.

At the time of retirement, the District agrees to pay Administrators through a contribution to the foregoing Administrators' 403(b) contracts and tax-sheltered annuities plan. Amounts payable under this paragraph shall be contributed in the form of a District non-elective contribution to an Administrator's Code Section 403(b). To the extent, the contribution limits under the Code are not exceeded (\$50,000 for 2012), the entire accrued but unused vacation leave shall be contributed in the year of separation of service. Provided, however, that if the contribution amount (related to accrued vacation leave or any other payment intended to be contributed to the 403(b) account) exceeds the limit established by the Internal Revenue Service for the year in question, the District shall cause the excess amount to be contributed, subject to the annual limits under the Code, as a District non-elective contribution in each subsequent year until the earlier of: i) five (5) years following separation from service; or ii) until the entire contribution amount has been made. In order for such contributions to be made, all Administrators, including newly hired Administrators, shall agree to sign any District-approved forms consistent with this benefit and the Internal Revenue Code.

22. Travel Reimbursement:

Administrators shall be reimbursed at the District's approved mileage rate for approved District travel when using a personal vehicle.

23. Professional Memberships:

The District will underwrite the cost of membership in one state and in one national professional association for Administrators as approved by the Superintendent.

24. Annual Work Schedule:

Administrators covered by this plan have an obligation to work a 260-day work year, unless the work year is reduced by the District for up to seven (7) days for a summer cost savings initiative. In the event

of a reduction in the work year as the result of such summer cost savings initiative, Administrators will work the reduced number of days during the working year, but will still be required to work at least 40 hours per full work week. Each Administrator's work schedule shall be planned within the days outlined in the Administrative Calendar, produced each year by the superintendent's office. Each work schedule is subject to the approval of the Administrator's immediate supervisor. In any year, if an Administrator's workload is such that an Administrator must work more days than his or her obligated work schedule, the Administrator will, with prior approval of the Superintendent, receive up to five days in pay for the extra days. Each day will be paid at the per diem rate of pay in effect as of June 30 each year.

25. Workers' Compensation Insurance:

If an Administrator is absent due to any injury or illness which is sustained while engaged in service to the Boyertown Area School District and is determined to be compensable under the Workers' Compensation Act, the District's insurance carrier will compensate such Administrator as determined by the District's claim administrator.

Administrators who are absent due to a work-related injury will be eligible for retirement contributions provided they meet the requirements set forth in Policy # 4236.1.

26. Vacation:

Administrators are to receive twenty (20) paid vacation days per full fiscal year. To be eligible for additional vacation days, an Administrator had to work as an Act 93 Administrator in the Boyertown Area School District for the specified years. Years of service in an Act 93 Administrative position can be carried over to another named position to count in years of administrative service. Maximum paid vacation time allowed under this schedule will be five days for each Administrator. The annual work schedule is reduced by the number of days of vacation as indicated:

- after 1 years of BASD administrative service 1 vacation day
- after 2 years of BASD administrative service 2 vacation days
- after 3 years of BASD administrative service 3 vacation days
- after 4 years of BASD administrative service 4 vacation days
- after 5 years of BASD administrative service 5 vacation days

Administrators who will attain a service plateau that will make them eligible for an additional day(s) of vacation in a year will be given credit for the additional vacation day(s) on July 1 of the school year.

In the event an Administrator is unable to take his/her vacation days off in the one year, the remaining days the Administrator has up to 5 days will be paid to the Administrator in the form of taxable cash compensation and any other remaining days in the Administrator's vacation balance up to 10 days of unused vacation can be carried over into the next year. An Administrator's vacation balance in any one year cannot exceed 35 days. If in any year, the balance is at 15 days on June 30, only 10 days will be carried over into the new year. The new year's accrued vacation will be added to the 10 carried over to result in a balance of 35 days for the new year.

27. Tuition Reimbursement:

The District will reimburse Administrators for actual tuition costs incurred for individual coursework, up to a total of \$3,000 per year for the duration of this Plan. For Administrators enrolled in an approved graduate or doctoral degree program as of May 22, 2012, the District will reimburse actual tuition costs incurred up to a limit of \$10,080.00 per year for Administrators so enrolled in a pre-approved graduate or doctoral degree program prior to June 30, 2012. For Administrators enrolled in a pre-approved graduate or doctoral degree program on or after July 1, 2012, the District will reimburse actual tuition costs incurred up to a limit of \$7,500.00 per year. Pre-approval of the Assistant Superintendent, or a designee, must be obtained for all courses submitted for credit.

Reimbursement for tuition will only be paid if the Administrator receives a "B" grade or better. If the course grade is Pass or Fail, the Administrator must indicate that when initial approval is received. In such cases, if the course is approved, reimbursement will be only paid for a "Pass" in the course. If an Administrator voluntarily quits within one year of receiving a reimbursement payment, the Administrator must repay the District 100% of the reimbursement. If he/she voluntarily quits within two years of being paid a reimbursement, the Administrator must repay 50% of the reimbursement. Reimbursement for tuition for undergraduate credits will not be made. No fees other than direct tuition costs will be paid.

28. Holidays:

The following holiday calendar shall be established for Administrators under this Plan:

Holidays that fall on a Saturday will be observed on Friday. Holidays that occur on a Sunday will be observed on Monday.

- New Year's Day
- Labor Day
- Good Friday
- Memorial Day
- Independence Day
- Thanksgiving Day plus the following day
- Christmas and Christmas recess as determined by the adopted Holiday Calendar.

If it is necessary to have school on any or all of the above days because of a previous postponement of school for students, the holiday may be taken at a later date within the school year in accordance with arrangements between the Administrator and his/her supervisor.

29. Additional Benefits:

The District will provide the Administrators with any additional benefits that are provided professional Administrators in the collective bargaining unit between the Boyertown Area Education Association and the District unless they are otherwise addressed in this agreement.

30. Placement of Administrators on Scale:

- a. The starting salary for a new Administrator in any of the classifications covered by this Plan will be negotiable and will be determined by the Superintendent with appropriate District approval. Up to a four-year (4) period may be used to bring the new Administrator to the base (position) salary. The maximum amount of salary reduction from the base (position) amount for which a new Administrator may be placed would be \$10,000 with each yearly increment having a value of \$2,500 (\$10,000/4). To be eligible for an incremental step, the new Administrator must serve the Boyertown Area School District in an administrative capacity more than one-half of the Administrator's annual work schedule. Salary adjustments for these increments will be made on July 1.
- b. This yearly increment will be in addition to any increase to the base (position) salary approved by the District and shall be subject to the compensation plan referenced in paragraph 2 herein.
- c. The step increments for currently employed Administrators to reach the position (base) salary will be four (4) steps as follows:

SCHEDULE STEP

- 4 (-10,000)
- 3 (-7,500)
- 2 (-5,000)
- 1 (-2,500)

The increment between steps will be \$2,500.00. On July 1st, anyone not at the position salary will move to the next step and have his/her salary adjusted accordingly (\$2,500.00). This will occur for eligible Administrators each year on July 1 until the position salary is attained.

31. Work Schedule:

The work schedule for all Administrators is 260 days (12-months) per year, unless adjusted for the summer cost savings initiative in accordance with Paragraph 24 of this Plan.

32. Act 93 Administrators' Minimum Pay Schedule:

The minimum pay schedules of the District will be as follows:

Minimum Salaries January 1, 2015 – December 31, 2015

<u>Position</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>	<u>Doctorate</u>
I.T. Director	\$105,500	\$106,555	\$107,621	\$108,697	\$109,784
Director of Special Ed.	\$109,823	\$111,079	\$112,591	\$114,591	\$115,849
Asst. Prin.	\$112,553	\$113,452	\$116,073	\$116,649	\$117,736
Elem. Prin.	\$119,008	\$120,112	\$121,428	\$123,178	\$124,278
Jr. High Prin.	\$123,362	\$124,786	\$125,786	\$127,544	\$128,643
Sr. High Prin.	\$127,798	\$128,892	\$130,208	\$131,984	\$133,082

NOTE: This salary schedule will be increased annually based upon the greater of the following:

- (1) 1%; or
- (2) The State Act 1 index for the District during the time period, not to exceed 3%

33. Amendment of this Compensation and Benefit Plan Applicable to Act 93 Administrators.

This Compensation Plan may be amended during the term of this Compensation Plan in the event that both the District's Board of School Directors and the designated representative of the Act 93 group will agree to the same in writing.

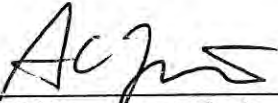
COMPENSATION AND BENEFIT PLAN APPLICABLE TO ACT 93 ADMINISTRATORS

Acting on behalf of the Administrators and on behalf of the Board of School Directors for the Boyertown Area School District, the undersigned representatives agree to the terms of this Plan enumerated in this agreement to take effective July 1, 2015, and continuing through to June 30, 2018.

Signed:  Date: 10/14/2014
(Donna L. Usavage, School Board President)

Signed:  Date: 10/14/14
(David A. Szablowski, School Board Secretary)

Signed:  Date: 10/3/14
(Act 93 Representative)

Signed:  Date: 10/3/14
(Act 93 Representative)