Catasauqua Area School District ACT 93 Administrator Compensation Plan 2015-2016, 2016-2017, and 2017-2018 School Years

BENEFITS FOR ADMINISTRATORS

During the term of this Plan (from July 1, 2015 through June 30, 2018), Administrators shall be entitled to receive the following compensation and benefits:

Definition

For the purpose of this Plan, the term "Administrator" means a "school administrator" as defined in Section 1164 of the Public School Code of 1949, as added by Act 93 of 1984, who is employed by the Catasauqua Area School District.

Insurance

Medical Insurance – Administrators may elect to receive the same medical insurance coverages as are made available for election, from time to time during the term of this Plan, by full-time tenured teachers under the professional employees' collective bargaining agreement with the School District, subject to all terms, conditions, eligibility requirements, and changes to the coverages applicable to such teachers. Administrators may also participate in the Catasauqua Area School District Flexible Benefit Plan as in effect from time to time, subject to the terms, conditions, and eligibility requirements of that Plan.

Group Term Life Insurance – Each Administrator shall receive group term life insurance coverage in an amount equal to double the Administrator's salary rounded to the closest \$1000, cost to be borne by the School District, with the option to purchase additional coverage in an amount up to twice the Administrator's salary (rounded to the closest \$1000) at the Administrator's expense. All or a portion of the life insurance protection provided by the School District may be considered taxable income under applicable tax statutes and regulations. The group life insurance coverage shall permit the Administrator, at his/her option, to convert the coverage to individual coverage upon the termination of the Administrator's employment with the District without evidence of insurability or medical condition, if such a conversion right is available.

Vision - The School District will contribute \$100.00 per fiscal year towards the cost of an eye examination actually undergone by an Administrator or any one of his or her dependents, and \$175.00 towards the purchase of eyeglass lenses prescribed as a result of such examination each

fiscal year. For purposes of this Plan, a "dependent" is a person whom the Administrator can claim as a dependent for federal income tax purposes.

Long Term Disability - Administrators shall be granted Long Term Disability Insurance to be paid by the School District, under the terms, conditions, and benefit amounts provided by the School District at the time this Plan is adopted, or reasonably comparable or superior coverage, to the extent such insurance coverage is reasonably available.

<u>Tuition</u>

Upon an Administrator's successful completion (with a minimum grade of "C" or its equivalent) of a graduate-level course for credit at an accredited institution reasonably acceptable to the Superintendent, the School District shall reimburse the Administrator for the total cost of tuition for the course and the costs of the books used in the course. However, no Administrator may receive reimbursement for more than 18 credits (or equivalent) of courses taken in any given academic year.

Personal/Emergency

Each Administrator shall be granted three (3) personal days and one (1) emergency day each fiscal year. Any personal days not used by the end of a fiscal year may be carried over to succeeding fiscal years.

Vacation

Each Administrator shall be granted a minimum of twenty-five (25) days vacation each fiscal year. Administrators who have completed a minimum of 16 years of service in public school education by the beginning of a fiscal year shall be granted additional vacation days for that fiscal year as follows:

Years of Svc. in Public School	Total Vacation Days
Education Completed by	
Beginning of Fiscal Year	
16 years	26 days
17 years	27 days
18 years	28 days
19 years	29 days
20 or more years	30 days

For each vacation day available to an Administrator for a fiscal year that is not used by the end of that fiscal year, the Administrator may elect to:

(a) carry the vacation day over to the next fiscal year as an additional vacation day for that fiscal year, *provided* that no more than 10 unused vacation days may be carried over to the next fiscal year;

- (b) convert the vacation day to a sick day; or
- (c) be paid \$100.00 for the vacation day.

An Administrator may make separate and different elections for each unused vacation day. If the Administrator does not file a written election within two weeks after the end of the fiscal year, he/she shall be deemed to have elected option (c). No compensation, future leave, or other benefits shall be granted for any unused vacation days in excess of 10 days as of the end of a fiscal year (including vacation days granted for that fiscal year and days carried over from previous fiscal years).

Sick Leave

Each Administrator shall be granted ten (10) sick days per fiscal year plus two (2) additional sick days per fiscal year for every ten (10) years of service completed before the beginning of the fiscal year as a public school professional employee or administrator, whether in this School District or another school district. Sick days not used by the end of the fiscal year shall be carried forward to succeeding fiscal years. Compensation will be provided for unused sick days upon the point of the administrator's departure from the district at \$80.00/per day.

Early Retirement Incentive Plan

An Early Retirement Incentive Plan (ERIP) as described below shall be available to Administrators who elect to retire with a retirement date on or before July 1, 2018:

- 1. In order to enroll in the ERIP and receive benefits, an Administrator must have at least ten (10) years of service with the School District, must actually retire under the Pennsylvania Public School Employee's Retirement System (PSERS) with a retirement based on age and/or years of service (not under disability retirement), and must be an active recipient of PSERS retirement benefits during the ERIP payments. Re-enrollment to contributor status under PSERS will terminate benefits under the ERIP. In addition, to qualify under the ERIP, the Administrator must qualify for PSERS retirement (not including disability retirement) under both the rules applicable at the time of retirement and the rules in effect on May 1, 2015.
- 2. Intent to retire under the ERIP must be received by the Superintendent in writing on or before March 15 of the calendar year in which the retirement is to become effective. In order to accept a benefit under the ERIP, the Administrator must complete and sign an election form prepared by the District Solicitor which includes a waiver of all rights and

claims against the District in connection with the Administrator's employment with the District and the termination of that employment, including, without limitation, claims arising under the Age Discrimination in Employment Act, the Pennsylvania Human Relations Act, or any other federal, state, or local employment or discrimination laws, regulations, or requirements. The Administrator must request an election and waiver form at least twenty (20) days before filing the form.

- 3. For each person enrolled under the ERIP, the School District shall purchase/establish an annuity contract within the meaning of Internal Revenue Code ("Code") § 403(b) or custodial account within the meaning of Code § 403(b)(7)(A). (Such a contract or account for any given person may be referred to in this plan as the person's "403(b) Account".) Each 403(b) Account shall satisfy the requirements of Code § 403(b)(1)(C), (10), and (11). For administrative convenience, all 403(b) Accounts shall be established with a single District-approved vendor, who shall be responsible for administering the program. If the person for whom the 403(b) Account is established does not select among the investment and other options made available to him/her for the 403(b) Account, the 403(b) Account shall be established with default options selected by the School District.
- 4. On the second pay date of January of the calendar year following the calendar year an Administrator retires and enrolls in the ERIP, the School District shall contribute to the Administrator's 403(b) Account an amount equal to the lump sum amount (if any) that the School District would pay to or contribute for a similarly-situated teacher who retires on the same date as the Administrator, pursuant to the terms of the professional employees' collective bargaining agreement with the School District in effect as of the date of retirement.
- 5. Within thirty-one (31) days after the last work day of an Administrator who enrolls in the ERIP, the School District shall contribute the amount of the Administrator's compensation for unused sick days under this Plan to the Administrator's 403(b) Account instead of paying such amount in a lump sum directly to the Administrator.
- 6. The School District will pay for and/or provide individual medical coverage for each Administrator enrolled in the ERIP (plus coverage for his/her spouse or surviving spouse, but not any other family members, and not including dental or prescription coverage) for a maximum of eight (8) years, subject to the limitations described in paragraph 8. The benefits, deductibles, copayments, and other terms, conditions, and requirements of this individual medical coverage and spousal medical coverage, shall be the same (except for duration, persons covered, and required premium contribution by the retiree or spouse) as would be provided for a similarly-situated teacher who retires on the same date as the Administrator (or, if earlier, on June 30, 2017) and for the teacher's spouse or surviving spouse, pursuant to the terms of the professional employees' collective bargaining agreement with the School District as in effect on November 1, 2015. However, if the same medical coverage cannot be provided to the Administrator or his/her spouse or surviving spouse, substantially similar coverage may be provided instead.

- 7. The medical coverage provided under paragraph 6 shall commence at the time elected by the Administrator enrolled in the ERIP (commencing on the first day of a calendar month, and subject to reasonable rules of the coverage regarding advance notification, enrollment forms, etc.). The Administrator may drop the coverage provided under paragraph 6 at any time and then reinstate that coverage at a later date (commencing on the first day of a calendar month), provided that coverage shall not extend beyond the last date coverage would have been provided had the Administrator enrolled in ERIP never dropped the coverage. Spousal coverage must begin and end at the same times as coverage for the Administrator, except as provided in paragraph 8.
- 8. Notwithstanding anything to the contrary contained in paragraphs 6 and 7 above, the School District will not pay or provide individual medical coverage for an Administrator enrolled in the ERIP after the last day of the calendar month immediately preceding the calendar month in which the Administrator attains age 65, nor pay or provide spousal medical coverage for the spouse or surviving spouse of an Administrator enrolled in the ERIP after the last day of the calendar month immediately preceding the in the spouse of the spouse of an Administrator enrolled in the ERIP after the last day of the calendar month immediately preceding the calendar month in which the spouse or surviving spouse attains age 65.
- 9. a. For each calendar month which is in both the Administrator's Reimbursement Period (see paragraph 10) and the Spouse's Reimbursement Period (see paragraph 11), the School District shall pay the Administrator an amount equal to two times the Reimbursement Amount (see paragraph 13) to reimburse the Administrator for some or all of the costs of obtaining medical coverage for the Administrator and his/her spouse. However, the amount paid by the School District for any given month shall not be greater than the total actual premium paid by the Administrator and/or hislher spouse for medical coverage for the Administrator and his/her spouse (not including the portion of any premium which provides dental, vision, or prescription drug coverage, and not including any Medicare Part A or Part B premiums).
 - b. For each calendar month which is in the Administrator's Reimbursement Period (see paragraph 10) but not the Spouse's Reimbursement Period (see paragraph 11), the School District shall pay the Administrator an amount equal to the Reimbursement Amount (see paragraph 13) to reimburse the Administrator for some or all of the costs of obtaining medical coverage for the Administrator. However, the amount paid by the School District for any given month shall not be greater than the total actual premium paid by the Administrator and/or his/her spouse for medical coverage for the Administrator (not including the portion of any premium which provides dental, vision, or prescription drug coverage, and not including any Medicare Part A or Part B premiums).
 - c. For each calendar month which is in the Spouse's Reimbursement Period (see paragraph 11) but not the Administrator's Reimbursement Period (see paragraph 10), the School District shall pay the spouse an amount equal to the Reimbursement Amount (see paragraph 13) to reimburse the spouse for some or

all of the costs of obtaining medical coverage for the spouse or surviving spouse. However, the amount paid by the School District for any given month shall not be greater than the total actual premium paid by the Administrator and/or his/her spouse or surviving spouse for medical coverage for the spouse or surviving spouse (not including the portion of any premium which provides dental, vision, or prescription drug coverage, and not including any Medicare Part A or Part B premiums).

- 10. For purposes of this ERIP, the "Administrator's Reimbursement Period" is the period beginning on the first day of the calendar month in which the Administrator attains age 65 (or, if later, the calendar month immediately following the calendar month in which the Administrator retires), and ending on the day before the eighth (8th) anniversary of the date elected by the Administrator under paragraph 7 to commence medical coverage under paragraph 6 (or, if earlier, on the last day of the calendar month in which the Administrator dies).
- 11. For purposes of this ERIP, the "Spouse's Reimbursement Period" is the period beginning on the first day of the calendar month in which the spouse or surviving spouse (if any) of the Administrator attains age 65 (or, if later, the calendar month immediately following the calendar month in which the Administrator retires, so long as the Administrator is then married), and ending on the day before the eighth (8th) anniversary of the date elected by the Administrator under paragraph 7 to commence medical coverage under paragraph 6 (or, if earlier, on the last day of the calendar month in which the spouse or surviving spouse dies).
- 12. If no election was ever filed under paragraph 7 to commence medical coverage under paragraph 6, then both the Administator's Reimbursement Period and the Spouse's Reimbursement Period (if any) shall end no later than the last day of the calendar month immediately preceding the month which includes the eighth (8th) anniversary of the month for which the first payment was made under paragraph 9.
- 13. For purposes of this ERIP, the "Reimbursement Amount" for any given month shall be equal to the Single Monthly Premuim for the given month for coverage under the Health Options Program ("HOP") Medical Plan sponsored by the Pennsylvania School Employees' Retirement System ("PSERS") (without Basic or Extended Medicare Rx Option) for a Medicare-eligible person residing in Lehigh County, Pennsylvania who has a Medicare-eligible spouse not covered by the HOP Medical Plan. The Reimbrusement Amount for 2015 is \$169.00 per month. This amount is not reduced by the amount of any PSERS Premium Assistance (currently up to \$100 per month). If PSERS does not sponsor the HOP Medical Plan for Medicare-eligible persons for a given month, the "Reimbursement Amount" shall be the premium for the medical coverage sponsored by PSERS in that month (but not including any Medicare Advantage/Part C plans) which most closely resembles the Medicare supplement coverage described above as provided in 2015. If PSERS no longer sponsors similar Medicare supplement coverage, then the Reimbursement Amount for a given month shall be the Reimbursement Amount for the immediately preceding month, increased by the percentage increase (if any) from the

preceding month to the given month in the monthly premium for the "Group's Plan" under Article V, Section 11(f) of the 2011-2017 Collective Bargaining Agreement between the School District and the Catasauqua Area Education Association for individual coverage for a person of age 65 (not including dental or prescription drug coverage). Although the Reimbursement Amount is determined with reference to the PSERS HOP Medical Plan, an Administrator or his/her spouse or surviving spouse need not enroll in the PSERS HOP Medical Plan to qualify for payment of a Reimbursement Amount under the ERIP; any appropriate medical plan will suffice.

Jury Duty

The School District will reimburse Administrators for jury duty as pursuant to Board Policy in effect at the time this Administrator Compensation Plan is adopted.

Personal Property

The district shall reimburse any administrator whose personal property is damaged/destroyed by an act of vandalism related to his/her status as a district administrator in an amount equal to the actual cost actually incurred by such administrator for the repair/replacement of such personal property after the application of the proceeds for all insurance coverage on the said property, but in no event shall the amount of such reimbursement exceed \$1,000. In order to qualify for any such reimbursement, the administrator must report the act of vandalism to the appropriate police department and to his/her insurance carrier.

Greater Benefits

If there is any change in the benefits received by a full-time tenured teacher under the collective bargaining agreement for professional employees during the term of this Plan, and the change results in a benefit which is superior to that provided to an Administrator under this Plan, then each Administrator shall be entitled to receive the same benefit provided to a full-time tenured teacher under the same terms, conditions, and eligibility requirements applicable to the teacher. However, this provision shall NOT apply to any benefits or incentives for early retirement, to the working hours, working days, working conditions, or duties of the Administrator's employment position, to any residency requirements, to the salary or method of determining the salary of an Administrator or any additional compensation, to the method of evaluating the performance of an Administrator, to the method of crediting service to an Administrator, to reimbursement for tuition or other costs of educational courses or programs, to sabbatical leave, to rights relating to grievance procedures or arbitration, to any matters relating to disciplinary action or any consequences of the actions or inactions of the Administrator or of any evaluation of the Administrator's performance, to the number and type of administrator

positions maintained by the School District, or to the job descriptions of and allocation of duties among the administrator positions maintained by the School District.

Initial Salary

The initial annual salary of an Administrator upon commencing an administrator position with the School District or a different administrator position with the School District shall be determined by agreement of the Administrator and the School Board, *provided* that if the Administrator is changing to a different administrator position, the initial annual salary in that new position shall not be less than the amount the Administrator would have received if there had been no change in position.

Salary Increases

The annual salary of an Administrator for a fiscal year shall be equal to that Administrator's salary for the preceding fiscal year plus the following adjustments:

- 1. A base salary increase equal to two percent (2%) of the Administrator's salary for the preceding fiscal year, *provided*, however, that the Board may reduce this percentage (but not below zero) upon the recommendation of the Superintendent based on the Superintendent's evaluation of the Administrator's performance for the preceding fiscal year and overall determination that the Administrator generally does not meet the performance expectations for the position.
- 2. An additional increase, not exceeding one-half of one percent (0.5%) of the Administrator's salary for the preceding fiscal year, at the discretion of the Board and upon the recommendation of the Superintendent, to recognize superior performance based on the Superintendent's evaluation of the Administrator's performance for the preceding fiscal year.
- 3. An additional increase, not exceeding three percent (3.0%) of the Administrator's salary for the preceding fiscal year, at the discretion of the Board and upon the recommendation of the Superintendent, to bring the salary for the Administrator's position more closely in line with the salaries of other administrator positions in the District (taking into account their relative duties and responsibilities, experience, and other relevant factors) where the Administrator's initial salary at the time of hire for the position reflected the Administrator's relative lack of experience at that time.
- 4. Any Administrator earning a Doctoral Degree will receive a one-time annual salary increase of \$1,000. The increase shall take effect on the date the Administrator is awarded the Doctoral Degree. Thus, the increase in actual salary for the fiscal year in which the degree is awarded shall be equal to \$1,000 multiplied by a fraction whose numerator is the number of week days remaining in that fiscal year and whose denominator is 260. However, for purposes of determining the Administrator's salary for

succeeding fiscal years, the Administrator shall be treated as if he/she had received a \$1,000 increase for the fiscal year in which the degree was awarded.