

ADMINISTRATOR COMPENSATION PLAN (ACT NO. 93)

- 1.1 This Administrator Compensation Plan for Act 93 employees is an agreement between Dallas School District and those school district employees, who are recognized as administrators under Act No. 93.
- 1.2 The employees under this plan include: High School Principal, Assistant High School Principal, Middle School Principal, Elementary School Principals, Director of Special Education, Director of Technology and the Director of Buildings and Grounds, and Student Information Management Systems Administrator.
- 2.1 The term of this Plan commences on July 1, 2015 and terminates on June 30, 2020.
- 2.2 This plan includes a description of benefits provided to the administrators under this plan. Beginning July 1 of the 2015-2016 school year, salaries of administrators covered under this Plan shall annually be increased by the same percentage as the Act 1 Index but shall not exceed 3.5%. To qualify for said increase in salary, administrator must have been an administrator subject to this Plan for at least six months prior to July 1 of the relevant school year.
- 3.0 Starting salaries for administrators not previously subject to this plan who are hired to fill any position subject to this Plan shall be set by the Board of School Directors.
- 4.0 Other Benefits
 - 4.1 Administrators subject to this plan shall be eligible for Tuition Reimbursement in an approved graduate program. Administrator must secure written approval of the Superintendent prior to enrollment in any courses for which he/she will seek reimbursement. Reimbursement will be on a percentage basis according to grade received, A will be 100%, B will be 80% and C will be 60%. If an administrator leaves employment within the district within two (2) years of the reimbursement, he/she will repay the district on a pro-rated basis.
 - 4.2 Annual membership dues in one (1) recognized educational professional organization will be paid for by the district.
 - 4.3 Vacation is accrued on the basis of 1.83 days per month worked. Vacation is limited to twenty-two (22) days per year. A total of twenty (20) unused vacation days may be carried over per contract.

- 4.4 Sick days are accrued on the basis of one (1) day per month worked. Twelve (12) sick days may be accumulated in one (1) year and may be carried over to succeeding years.
- 4.5 Reimbursement for unused sick leave at the time of retirement of any administrator will be limited to the amount of sick leave accumulated in service to the Dallas School District. Any administrator of the Dallas School District, who retires while an employee of the district upon the basis of years of service, in accordance with retirement policies of the Public School Code, Section 1122, and in accordance with the policies of the Dallas School District, shall be paid an amount of twenty-three (\$23.00) per day for each day of sick leave unused by such employee, which was earned while serving as an administrator of the Dallas School District, not to exceed a maximum total of one hundred fifty (150) such days of unused sick leave. To qualify for benefits under this section, administrator must provide the District with an irrevocable notice of intention to retire on or before April 1 of the school year of retirement.
- 4.6 In the event of the death of an administrator while employed by the district, the amount determined above for any unused sick leave will be paid to the employee's designated beneficiary as listed with PSERS or their estate.
- 4.7 Permissive Absence can only be granted after all personal days have been utilized. Permissive absence is subject to the following requirements:
- 4.7.1 An administrator, who requests a permissive absence must submit the request at least five (5) days prior to the requested day or time of the requested absence, except in an emergency situation where advance notice cannot be given.
 - 4.7.2 Administrators making a request for permissive absence must submit their request to the Superintendent.
 - 4.7.3 Permissive absences should not be granted on the day before or after a holiday or vacation, except in the case of an emergency.
 - 4.7.4 Permissive absences will be granted only for such emergencies or other situations that cannot be attended to at a time other than regularly scheduled school work hours. The Superintendent shall have the right to assist in arranging such meetings or

appointments at other than regularly scheduled school hours whenever possible.

4.7.5 The Superintendent may recommend the authorization of permissive absence in accordance with the provisions of the contract between the Dallas School District and the Dallas Education Association. All permissive absences under this section shall be approved by the Board of School Directors.

4.7.6 Permissive absence will only be permitted for a predetermined amount of time to fulfill the intent of the employee's request. This amount of time may be for a portion of the scheduled workday.

4.8 Sick Leave Bank

4.8.1 The administrators and the District shall establish a sick leave bank to which employees may contribute days of personal sick leave and shall establish guidelines for its operation.

4.8.2 Such sick leave bank shall be administered by a review committee consisting of two members appointed by the administrators and one member appointed by the Superintendent.

4.8.3 Request for withdrawal shall be made to said committee which may grant or refuse the same based upon the established guidelines.

4.8.4 Nothing herein contained shall be construed to modify the discretionary powers of the District to grant additional sick leave.

4.9 Administrators who do not live in the legal boundaries of the District shall be permitted to enroll their child/children in the District without payment of tuition. Said administrators shall be responsible for the transportation of their child/children to and from the assigned school. Administrator shall be eligible for this benefit for the term of the Plan or until his/her children enrolled in the District pursuant to the terms of this section have graduated from the District, whichever occurs later.

5.0 Reserved.

6.0 Medical leave for administrator and his immediate family shall be permitted in compliance with the Family and Medical Leave Act (FMLA).

7.1. A Tax Sheltered Annuity plan is available to all full time administrators in the district. Participation in this program is by means of payroll deduction. Before a payroll deduction is established for a new annuity program, at least ten (10)

employees must request deduction for the annuity. Payroll deduction plans must be initiated between Sep 1 and Oct 15 and Jan 1 and Jan 30 of each year.

- 7.2. In each year of the term of this agreement, DALLAS SCHOOL DISTRICT will contribute an amount equal to the then current Act No. 1 Index multiplied by the annual earned salary of the administrator hereunder to a 403(b) retirement savings account maintained by the administrator.
- 8.1. Administrators covered under this Plan shall be entitled to receive the same health insurance benefits available to other professional employees of the District, provided, however, that by way of payroll deduction, each shall pay and be responsible for ten percent (10%) of the cost to the District of his/her health insurance coverage up to a maximum of \$1,200. Should the type of health insurance benefits available for other professional employees of the District change during the term of this Plan, the administrator's available health insurance benefits shall change in a like manner; However, in the event of such change, the administrator shall still be responsible and pay, by way of payroll deduction, for ten percent (10%) of the cost to the District of his/her health insurance coverage up to a maximum of \$1,200.
The District shall establish as soon as practicable after execution of this contract, a cafeteria plan which will be a separate written plan maintained by the District that meets the specific requirements of and regulations of Section 125 of the Internal Revenue Code which will provide administrators subject to this Plan with an opportunity to receive certain benefits on a pretax basis.
- 8.2. In each year of the term of this agreement, DALLAS SCHOOL DISTRICT will contribute a maximum sum of TWO THOUSAND (\$2,000.00) DOLLARS, non-cumulative and not to be carried forward from year to year, for the reimbursement of out-of-pocket and non-elective expenses for medications, procedures and/or treatment ordered by a licensed medical practitioner for any medication, treatment, or procedure not covered by DALLAS SCHOOL DISTRICT'S medical, dental, hospitalization, medication, or vision plan in such year and incurred by an administrator or those members of the administrator's family, who are covered by DALLAS SCHOOL DISTRICT'S existing medical, dental, hospitalization, medication or vision plan then existing.
- 9.0 A Life Insurance Policy with a value equal to the annual salary of the administrator shall be provided to all administrators covered by this contract. All administrators shall have the option to purchase additional life insurance up to the maximum amount allowable by the life insurance carrier. The insurance coverage is purchasable in increments of \$5,000.00 up to the maximum coverage. Options to purchase additional life insurance must be initiated by Aug. 1 of each plan year.

- 10.0 Activity passes shall be issued to all administrators covered by this contract. These passes are personal and are not transferable.
- 11.0 Personal Leave days for all administrators shall be limited to three (3) days. No more than one (1) administrator shall be out of the district at the same time, unless approved by the Superintendent. All unused personal days shall be converted into sick days at the end of each year.
- 11.1 Administrators shall be permitted to work a four (4) day workweek during the period beginning the last day of school through the first day of the following school year as pre-approved by and subject to the discretion of the Superintendent.
- 12.0 Any full time administrative employee covered by this contract who has at least 25 years of service and who is eligible for early or normal retirement under the PSERS retirement system and who has completed at least ten (10) years of service in the Dallas School District is eligible to receive health benefits as provided in this Plan for the individual administrator only until the administrator becomes eligible for Medicare provided the insurance carrier permits retired employees to be included in the group policy. Subject to the policy of the insurance carrier, the retired employee may purchase similar health insurance coverage for members of his/her family. To qualify for benefits under this section, administrator must provide the District with an irrevocable notice of intention to retire on or before April 1 of the school year of retirement. Administrators shall not be eligible for this benefit during any period of time after separation of employment with the District that said administrator is eligible to receive medical benefits from another employer. Administrator shall immediately report said circumstance to District and District shall not be required to provide medical benefits to administrator for the entire term of ineligibility.
- 13.0 In the event that the ADMINISTRATOR shall be formally charged with criminal conduct related to his employment with the DISTRICT or any acts which constitute a felony under the laws of the Commonwealth of Pennsylvania or any other state or federal law, the parties agree that any ADMINISTRATOR shall be suspended without pay and without a hearing as soon as practicable upon the filing of said criminal charge(s). In the event that any ADMINISTRATOR shall be found not guilty of the charge(s) or that the criminal charge(s) are dismissed or he is placed on the Accelerated Rehabilitative Disposition Program or other similar pre-trial diversion program without an adjudication of guilt, all such pay, which any ADMINISTRATOR would have received shall be repaid to him, and he/she shall retain and be retroactively reinstated to his/her position within three (3) days of the receipt of a certified court record setting forth the findings indicated above. In the event that any ADMINISTRATOR signs a plea agreement agreeing that

he/she is guilty of the charge(s), pleads guilty to the charge(s) or is adjudicated guilty of the charge(s), all such pay during suspension to which he/she would have been entitled shall be forfeited absolutely. Notwithstanding the foregoing, nothing contained herein shall limit the DISTRICT'S right to initiate any applicable termination or discharge proceedings pursuant to the Pennsylvania Public School Code, as amended or other applicable rules, regulations or agreement.

14.0 As a prerequisite to qualification for post-separation benefits, if any, administrator shall provide District with at least sixty (60) days written notice of resignation, or, in the case of retirement, by April 1 of the school year of retirement.

Dated: May 11, 2015

ATTEST:

N. Lynn Nielson
BOARD SECRETARY

DALLAS SCHOOL DISTRICT:

By: Colleen Slocum
COLLEEN SLOCUM
President
Board of School Directors

WITNESS:

Frank P. Galicich
Frank P. Galicich
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Frank P. Galicich
Frank P. Galicich
Frank P. Galicich
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Frank P. Galicich
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ADMINISTRATORS:

Thomas A. Traver, III
[Signature]
Dawn Kij
John H. Kuhn
Wai Dabett
Mark D. Kymor
Brian Bradshaw
D. J. Nistorick
[Signature]