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**Derry Area School District
982 N. Chestnut Street Extension
Derry, PA 15627**

Act 93 Administrative Compensation Agreement

- I. **Length of Agreement – 4 years:** 2013-2014, 2014-2015, 2015-2016, 2016-2017
- II. **Salaries -** A salary raise for administrators based upon their current annual salary will be 0% in year 1; 1.5% for year 2; 1.5% for year 3; and in year 4 (2016/2017 salary increases will be based upon the U.S. Social Security Administration Cost of Living Adjustment (January 2016) effective July 1, 2016.)

The above salaries are based on 260 day work year with 20 days paid vacation and satisfactory performance status. Administrators who receive an unsatisfactory performance rating will not qualify for the increase in salary for that year. However, prior to an unsatisfactory rating, a Plan of Improvement will be developed and the administrator will remain eligible for a salary increase for that year, while under a plan of improvement prior to a formal satisfactory rating, providing that the employee satisfactorily completes the plan of improvement. Upon the successful completion of the plan of improvement the employee will retroactively receive the salary increase for that year. The plan will identify areas needing improvement, possible sources of assistance, expected levels of performance and timeframes for meeting performance levels of satisfactory. The Improvement Plan must be prepared with input of the employee and the employee shall have the right to submit a written disclaimer in relationship to the plan or the unsatisfactory rating.

III. **Fringe Benefits**

A. Health Benefits

1. **Hospitalization** – the District will provide medical coverage/buy out option identical to the one negotiated by Derry Area Education Association, with co-premium to be the same as the teacher's contract.
2. **Group Term Life Insurance** – Fully paid life insurance of \$50,000 plus amount equal to yearly salary to the nearest \$250.00.
3. **Sickness and Accident Insurance** – District will pay monthly premium of \$35.00 income protection plan to purchase coverage provided by the District. In the event that the premium exceeds \$35.00, the individual administrator will pay the difference through payroll deductions.
4. **Dental Care** – The District will provide a family plan identical to the one to be negotiated with Derry Area Education Association.
5. **Vision Care** – The District will provide a family program identical to the one to be negotiated with the Derry Area Education Association.
6. **Sick Days** – Twelve (12) sick days per year cumulative.

B. Professional Benefits

1. District pays for \$1,000,000 liability policy for action initiated against an administrator in the performance of his/her duties.
2. District pays for \$100,000 accidental death policy if the employee is killed while traveling on school business.
3. District will pay dues in one professional organization both state and national as selected by administrator.
4. District will reimburse administrator up to \$500.00 per credit to a maximum of 6 credits per school year for any college course that has pre-approval of the Superintendent. To be eligible for this benefit, the administrator must remain in the district for five years following the yearly reimbursement date. If the administrator fails to complete the five year service requirement, the administrator will be required to reimburse the district within the following reimbursement schedule:

100% reimbursement if the administrator leaves of their own accord within two years
75% reimbursement if the administrator leaves of their own accord within three years
50% reimbursement if the administrator leaves of their own accord within four years
25% reimbursement if the administrator leaves of their own accord within five years

This reimbursement would not be in effect should the elimination of an administrative position be due to budgetary constriction that prohibits continuation of the position as decided by the board or if the individual retires.

5. District will pay mileage to the administrative staff for approved travel (maximum allowance per mile as established by the Internal Revenue Service.)
6. Administrators will be provided an amount of \$20.00 a month as compensation for the use of personal cell phones/data plans for school related communications and messaging.

C. Other Benefits Provided to All Professional Employees Per Contract

1. **Sabbatical Leave** - according to the contract as negotiated with the Derry Area Education Association and board policy.
2. **Child-Bearing Leave** - according to the contract as negotiated with the Derry Area Education Association and board policy.
3. **Child-Rearing Leave** - according to the contract as negotiated with the Derry Area Education Association and board policy.
4. **Leave Without Pay** – according to the contract as negotiated with the Derry Area Education Association and board policy.

5. **Jury Duty** – according to the contract as negotiated with the Derry Area Education Association and board policy.
6. **Military Leave** – according to the contract as negotiated with the Derry Area Education Association and board policy.
7. **Emergency Days** – The School District will grant three (3) emergency days each year. The days are not cumulative but may be consecutive. They are not charged to the administrator's sick leave. Days defined as emergency leave are as stated in the contract negotiated with the Derry Area Education Association.

If none or only one (1) of the three (3) emergency days is used, two (2) additional sick days will be added to the individual's accumulated sick leave.

8. **Bereavement Leave** – There shall be no deduction in salary of any administrator for an absence not in excess of five (5) consecutive school days because of a death in the immediate family or said administrator. Immediate family shall be defined as father, mother, brother, sister, son, daughter, wife, husband, parent-in-law, son-in-law, daughter-in-law, grandchild, or near relative residing in the same household, or any person with whom the administrator has made his/her home. When an administrator is absent because of the death of a near relative, there shall be no deduction in salary for one (1) day absence. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. The Superintendent may extend the period of absence with pay at his/her discretion as the case may warrant.
9. **Vacation Leave** – Administrators will be provided with twenty (20) vacation days per fiscal year. Unused vacation days may be accumulated as vacation days with a limit of five (5) to be carried from one year to the next for a maximum total of 25 days per year. Any additional unused vacation days above 25 will be added to the administrator's sick leave.
10. **Extended Sick Leave** – If an administrator with eight (8) or more years of continuous service with the Derry Area School District is unable to work due to an extended illness or disability, and has exhausted all sick leave, he/she may be granted extended sick leave with no benefits and no salary subject to Board approval.
 - a. Extended illness benefits shall not begin unless absence has kept the administrator from working a minimum of thirty (30) continuous school days.
 - b. A written doctor's excuse must be provided indicating the nature of the illness and the anticipated length of convalescence. If convalescence is for ninety (90) days or more, a sabbatical leave must be utilized, if available.
 - c. The administrator granted extended sick leave must notify the School District of expected date of return and letter of approval from physician at least thirty (30) calendar days before return to employment.
 - d. Extended sick leave shall not be granted more often than once every seven (7) years.
 - e. This leave shall not be used for child-bearing purposes or child-rearing purposes.

11. **Loyalty Incentive Bonus** – the loyalty incentive provides administrative employees with a bonus of \$1,000 after 5, 10, 15, 20, and 25 years of administrative service in Derry Area School District. During the 2013-2014 school year, current administrators will retroactively receive \$1,000 for each five (5) years of District administrative service. Newly hired administrative personnel will be included in this loyalty incentive based upon years of service from date of hire as an administrative employee with DASD.

D. Beneficiary Benefits

1. **Pay for Unused Sick Days** – The School District will pay fifty-five dollars (\$55.00) a day for 325 days to the beneficiary of any administrator who dies while in active service. This benefit is applicable only after the administrator has completed five (5) consecutive years of service in the School District.
2. The District will pay \$125.00 for each year of service to the beneficiary of any administrative employee who dies while in active service. This benefit is applicable only after the employee has completed five (5) consecutive years in the Derry Area School District. Beginning with this contract, and any subsequent Act 93 contract, the severance pay for service years will be tied to the rate that was in effect when they were accumulated. Employees who transfer into the district will be given credit at the rate in the contract in effect on the date of employment.

E. Retirement Benefits

1. **Pay For Unused Sick Days** – The School District will pay fifty-five dollars (\$55.00) a day for 325 days in a single payment upon retirement. If installments along with the final year's salary are desired, the professional employee must submit a letter of resignation prior to the September Board meeting of the fiscal year in which he/she retires. Said payments shall not be reportable for retirement credit.
2. ***Years of Service** – The School District will pay One Hundred Twenty-five dollars (\$125.00) for each year of service upon retirement. This benefit is applicable only after the employee has completed seven (7) years of service as an administrator in the Derry Area School District. Beginning with this contract, and any subsequent Act 93 contract, the severance pay for service years will be tied to the rate that was in effect when they were accumulated. Employees who transfer years of service into the district will be given credit at the rate in the contract in effect on the date of employment.
3. **Hospitalization** – Upon retirement of the employee (thirty [30] years or more of service, or ten [10] year or more of service and sixty-two [62] years of age or older) the school district will pay the applicable cost of the Board's funded hospitalization less the co-premium at a rate not to exceed the rate paid at the time of retirement until age sixty-five (65). This rate shall not exceed the 2008-2009 rate for ten (10) years or until the member reaches age sixty-five (65), whichever comes first. The employee must submit his/her resignation for the purposes of retirement to the Superintendent sixty (60) days prior to the required preliminary budget adoption. The Superintendent may grant exceptionality to the aforementioned conditions in case of extenuating circumstances. Proof of retirement under the Public School Retirement System (PSERS) must be provided to the district at least ninety (90) days after the effective date of retirement for these benefits to continue. The employee must have a completed a minimum of ten (10) years of service in Derry Area and sign the agreed upon waiver immediately prior to retirement to be eligible.

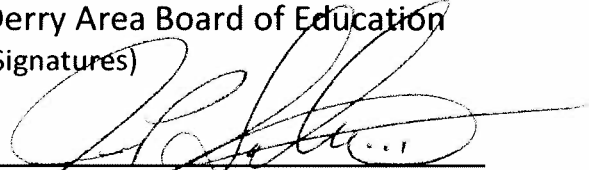
If any provision of Article XII, Section C, of the contract with Derry Area Education Association is ruled to be illegal or discriminatory by a Federal, State, or Local Court or by a Federal or State Administrative Agency with decision or rule-making authority, then this section of the present contract shall be deemed full and void, and employees who have retired under this section shall be entitled to benefit payments for a period of ten (10) years. Payments hereunder shall be calculated as of the employee's date of retirement, and giving allowance and credit to the school district for all previous payments made hereunder on behalf of said employees.

* **Years of service** shall be defined as years served as a Teacher or Administrator in a public school in the state of Pennsylvania.

Retirement definition – Retirement under this agreement shall be as defined in the School Code of 1949 as amended and all applicable provisions thereof.

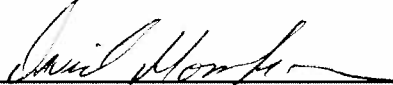
This agreement is approved on 5/29/13.

Derry Area Board of Education
(Signatures)




Joseph P. Soltis, Chief Negotiator

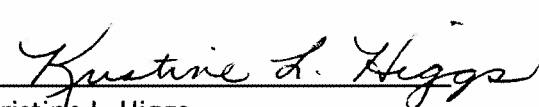
ACT 93 Administrative Group
(Signatures)



David Momper,
Psychologist/Director of Special Services



David A. Krinock, President



Kristine L. Higgs,
Elementary Principal

Date – 5/29/13
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