

**Act 93 Plan**  
**Administrator/Support Staff Evaluation & Compensation Plan**  
**Easton Area School District**

- A. Purpose:** The Board of Directors of Easton Area School District adopts the following Administrator Compensation Plan pursuant to the “Public School Code of 1949” as amended, and section 1164. By this agreement the Board recognizes the importance of maintaining an effective Management Team to strengthen the administration and educational programs of the District.
- B. Term:** This plan is effective July 1, 2013 and shall continue until June 30, 2016. This plan supersedes any and all other plans currently in effect.
- C. Definition and Division by Category:** The following categories are used to determine various items within the Agreement and define the person included within the Agreement.

**Category A.** The Category A individuals are placed by the virtue of the job, calendar and overtime pay provisions. The personnel within Category A include:

School Police Officers  
Attendance Officer

**Category B.** The Category B individuals are placed by the virtue of the job, calendar and overtime pay provisions. The personnel within Category B include:

Head Custodians  
Supervisors  
Managers  
Coordinators

**Category C.** This group consists of both the educational professionals and supervisory professionals. Though these positions are grouped together there will be some variations in compensation due to the recognition by the District and Act 93 Committee of the differing requirements among the personnel within this category. The personnel within Category C include:

Principals  
Assistant Principals  
Special Education Supervisors  
Coordinator of Student Services  
Special Education Transition Coordinator  
Directors  
Director of Athletics  
Education Technology Specialist  
Supervisor of Information Technology

Assistant to the Chief Operating Officer  
 Executive Administrative Assistant/Board Secretary  
 Coordinator of District Operations & Analytics  
 Assistant to the Director of Human Resources  
 Associate Directors  
 Payroll Officer  
 Accountant  
 Accountant and Financial Specialist  
 Information Technical Specialists  
 Executive and Confidential Administrative Assistants  
 Administrative Assistants

**Ambulatory Provision:** During the term of this agreement, positions may be added or removed as those positions come either within or without the purview of Act 93. When added or deleted notification will be presented to the Act 93 Committee.

**I. Salary Amounts and Schedules**

**A. General:** Compensation will be based on annual reviews of the supervisor. Salary increases will be distributed based on the point system using the following table.

Class I: **Administrative**

Point Range	0 – 150	151-199	200-280	281-360	361-400
% of Ann Inc. Rate	-0-	.75	1.00	1.10	1.25

All Class I positions within this Act 93 compensation plan will be evaluated based upon the 400 point system as outlined in the Easton Evaluation Process document. The specifics regarding the evaluation process and the assignment of numerical equivalents which define performance categories are located in that document.

Class II: **Administrative/Support Staff**

Point Range	0 – 45	46-175	176-250	251-340	341-400
% of Ann Inc. Rate	-0-	.75	1.00	1.10	1.25

All Class II positions within this Act 93 compensation plan will be evaluated based upon the 400 point system as outlined in the Easton Administrative/Support Staff Performance Evaluation document. The specifics regarding the evaluation process and the assignment of numerical equivalents which define performance categories are located in that document.

**B. Creation of Ranges:**

Assignment	Guidelines		Salary Range for Position	
	Starting Salary for Position	3 Year Salary Target	New Low	New High
Director of Pupil Services	\$101,927	\$107,123	\$99,750	\$123,154
Director of Special Education	\$101,927	\$107,123	\$99,750	\$123,154
Director of Teaching & Learning	\$100,631	\$104,854	\$99,750	\$116,996
Director of Human Resources	\$99,334	\$102,585	\$99,750	\$110,839
EAHS Head Principal	\$103,591	\$107,156	\$103,780	\$116,475
MS Head Principal 5-8	\$93,376	\$98,648	\$90,663	\$115,420
Elementary/Alt Ed Head Principal	\$88,366	\$94,640	\$84,000	\$115,738
Assistant EAHS Principal 9-12	\$80,036	\$85,306	\$76,661	\$102,735
Assistant Principal K-8	\$72,004	\$78,007	\$67,201	\$98,817
Special Education Supervisor K-12	\$88,241	\$90,885	\$88,951	\$97,227
Coordinator of Student Services	\$71,395	\$73,893	\$71,468	\$80,479
Director of Athletics	\$86,712	\$88,713	\$88,247	\$92,512
Associate Director of Auxiliary Services	\$62,072	\$66,625	\$58,800	\$82,040
Supervisor of Facility Operations	\$91,848	\$95,484	\$91,350	\$105,678
Education Technology Specialist	\$78,619	\$83,023	\$76,385	\$97,000
Transportation Supervisor	\$68,077	\$69,799	\$69,071	\$73,396
Transportation Manager	\$54,462	\$55,839	\$55,257	\$58,717
Assistant to the COO	\$53,800	\$58,150	\$50,400	\$73,150
Coordinator of District Operations & Analytics	\$43,226	\$49,559	\$36,522	\$73,150
Assistant to the Director of Human Resources	\$43,465	\$48,601	\$38,447	\$67,316
Payroll Officer	\$43,131	\$48,169	\$38,235	\$66,500
Accountant, Accountant & Financial Specialist	\$42,131	\$46,419	\$38,235	\$61,750
Supervisor of Information Systems	\$61,503	\$66,380	\$57,750	\$83,138
Information Technical Specialist	\$41,826	\$46,096	\$37,941	\$61,366
Executive Admin. Asst. to the Superintendent/Board Secretary	\$51,400	\$56,200	\$47,250	\$73,150
Confidential Administrative Asst. to the Superintendent	\$42,053	\$45,365	\$39,519	\$56,731
Confidential Administrative Assistant - Human Resources	\$35,402	\$37,764	\$33,865	\$45,600
Confidential Administrative Assistant for Operations	\$34,802	\$36,714	\$33,865	\$42,750
Administrative Assistants	\$34,802	\$36,714	\$33,865	\$42,750
Security Coordinator	\$44,161	\$47,282	\$42,000	\$57,765
School Police Officer	\$36,475	\$38,586	\$35,343	\$45,348
Attendance Officer	\$32,405	\$32,598	\$33,755	\$31,762
EAHS Head Custodian	\$56,600	\$60,050	\$54,600	\$71,250
MS Campus Head Custodian	\$47,154	\$50,269	\$45,150	\$60,581

Elementary Head Custodian	\$42,045	\$45,454	\$39,375	\$57,215
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**C. Reviewing the Ranges:**

**a: Ranges shall remain in effect for the duration of this agreement.**

**D. Work Year**

**a. Group A is based on 190 Days. In addition to the 190-day work year, School Police Officers, and Attendance Officer shall provide full-time coverage (one employee) during the summer months to the district on a five-day rotating basis as assigned by the Supervisor of Security. Employees assigned to said duties, shall be assigned to weekly assignments. At all times during the year, all officers shall be required to attend necessary district-related hearings and any other district-related court proceedings with no additional compensation for such attendance.**

**b. Groups B and C are based on 245 Days.**

**E. Compensation Adjustment:**

**2013-2014**

Koch, Michael	\$1,619.71
Whitman, William	\$438.40
Poliskiewicz, Jeremy	\$438.40
Trinkle, Karen	\$438.40
Kassis, Jeanette	\$438.40
Case, Timothy	\$4,100.04
McEntire, Anne	\$796.90
Chando, Deborah	\$1,734.10
Vietro, Katie	\$4,461.54
Fulmer, Lori	\$3,506.82
Raymond, Pamela	\$186.80
Gerbino, Julie	\$2,849.51
Stem, Susan	\$5,756.72
Snyder, Michael	\$1,395.20
Lear, Carol	\$2,074.18
Huff, Patricia	\$1,407.10
Brubaker, Dale	\$1,749.28
Hartzell, Brenda	\$1,591.85
Rivera, Pedro	\$2,151.37
Siegfried, James	\$235.03
Vrabel, Joseph	\$602.77
Seagreaves, Kenneth	\$959.91
Gerkovich, Stephen	\$1,193.28

**2014-2015 (inclusive of previously approved salary increases)**

Case, Timothy	\$4,100.04
Vietro, Katie	\$4,461.54
Fulmer, Lori	\$3,506.82
Gerbino, Julie	\$2,849.51
Stem, Susan	\$5,756.72
Lear, Carol	\$2,074.18
Huff, Patricia	\$1,407.10
Hartzell, Brenda	\$1,591.85
Rivera, Pedro	\$2,151.37

**2015-2016 (inclusive of previously approved salary increases)**

Case, Timothy	\$4,100.04
Vietro, Katie	\$4,461.54
Fulmer, Lori	\$3,506.82
Gerbino, Julie	\$2,849.51
Stem, Susan	\$5,756.72
Lear, Carol	\$2,074.18
Huff, Patricia	\$1,407.10
Hartzell, Brenda	\$1,591.85
Rivera, Pedro	\$2,151.37

**The personnel listed below employed in their position on July 1, 2013 shall receive an annual salary increment as follows subject to the evaluation plan:**

**2013-2014: 3.5%                      2014-2015: 3.5%                      2015-2016: 3.0%**

Director of Human Resources	Special Education Transition Coordinator
Director of K-12 Pupil Services	Special Education Supervisors K-12
Director of Special Education	Coordinator of Student Services
Directors of Teaching and Learning K-12	Director of Athletics
Elementary Principal	Educational Technology Specialist
Middle School Head Principal	Associate Director of Auxiliary Services
Elementary Principal Alt Ed	Supervisor of Facility Operations
EAHS Head Principal	Transportation Supervisor
Assistant Principal 9-12	Assistant Principal K-8

**2013-2014: 4.0%                      2014-2015: 3.5%                      2015-2016: 3.5%**

Assistant to the Chief Operating Officer	Transportation Manager
Administrative Assistants	Security Coordinator
Assistant to the Director of Human Resources	Head Custodians
Accountant	Attendance Officer
Payroll Officer	School Police Officers
Accountant & Financial Specialist	Coordinator of District Operations & Analytics
Supervisor of Information Systems	Technical Specialists
Executive Administrative Assistants	Confidential Administrative Assistants
Executive Administrative Assistant/Board Secretary	

**Note: For the duration of this agreement, no employees' wages shall exceed the established "High" in any category. However, those employees whose salaries have reached the established "High" shall be eligible to receive a 1% increase if their annual evaluation is rated as "exceeds expectations" or "distinguished".**

- F.** Standing Board Committee Meetings: Executive/Confidential Administrative Assistants who are assigned to attend standing board committee meetings and special board meetings, shall receive a payment of \$100 per meeting.
- G.** Members of the bargaining unit shall receive compensation in accordance with existing practice. Each employee covered by the provisions of this agreement shall receive their annual salary or wages in **24** pay periods. **Note: This section will become effective when all employee groups in the District, excluding the Teamsters Local 773, agree to similar language.**
- H.** All Employees shall have direct deposit for their pay.

### **III**

#### **A. Health Benefits**

The District shall provide a choice of either a Traditional or a PPO plan to all eligible employees enrolled prior to the effective date of this agreement. The District shall provide a PPO plan (only) to employees who become eligible after the effective date of this agreement. The deductibles and plan features for each plan shall be as follows:

<b>Plan Feature</b>	<b>TRADITIONAL PLAN</b>	<b>PPO PLAN</b>
<b>Deductible</b>		
Ind/2-Person/Family-In Network	\$450/\$1350	\$250/\$500/\$750
Ind/2-Person/Family-Out Network	Deductible applies to all services unless otherwise noted	\$500/\$1000/\$1500
<b>Co-Insurance</b>		
In-Network	N/A	100%
Out-Network	N/A	80%
<b>Maximum Out of Pocket</b>		
Ind/2-Person/Family-In Network	None	N/A
Ind/Family-Out Network	None	\$2000/\$6000
<b>Referral Requirement</b>		
	No Referral	No Referral
<b>Copays</b>		
Primary Care Physician	Co-Pay - N/A - 20% Coinsurance after ded.	\$30
Specialist Office Visits	Co-Pay - N/A - 20% Coinsurance after ded.	\$30
Urgi-Center Visits	Covered in Full	\$20
<b>Preventive Care Services- Adult and Child</b>		
Childhood Immunizations	Not Covered	Covered in Full
GYN Exams - one per benefit period	Covered in Full	Covered in Full
Annual Mammograms- one per benefit period	Covered in Full	Covered in Full
<b>Diagnostic Procedures</b>		
Diagnostic Lab	Covered in Full	Covered in Full after deductible
Diagnostic X-Ray	Covered in Full	Covered in Full after deductible
Diagnostic X-Ray (MRI/CAT Scans/Etc.)	Covered in Full	Covered in Full after deductible
ER (Co-pay waived if admitted)	Covered in Full	\$35
<b>Outpatient Therapy Services</b>		
Physical Medicine, Occupational Therapy	20% coinsurance after deductible	\$30 - 30 visits/benefit period
Speech Therapy	20% coinsurance after deductible	\$30 - 30 visits/benefit period
Respiratory Therapy	20% coinsurance after deductible	\$30
Manipulation Therapy	20% coinsurance after deductible	\$30 - 20 visits/benefit period
<b>Hospital Care - Copays</b>		
Inpatient	Covered in Full	Covered in Full after deductible
Outpatient Surgery	Covered in Full	Covered in Full after deductible
<b>Mental Health</b>		
Inpatient	Covered in Full- 30 days per benefit period	Covered in Full
Psychiatric partial hospitalization	Covered in full - Participating Providers	Covered in Full
Outpatient Psychiatric services	50% coinsurance after deductible	\$30 - 60 visits/benefit period
<b>Pharmacy Prescription Drug Benefits</b>		
<b>Deductible</b>	\$50 per contract	\$100 per contract
<b>Retail Copays</b>		
Generic	\$10	\$10
Brand - Preferred	\$35	\$35
Brand - Non-Preferred	\$50	\$50
<b>Mall Order Copays</b>		
Generic	\$20	\$20
Brand - Preferred	\$40	\$40
Brand - Non-Preferred	\$100	\$100
<b>Specialty Co-Pay(Generic/Brand/Non-Preferred)</b>	\$100	\$100

*The deductible applies to all services unless a copayment is applied or otherwise noted.*

**Note: Beginning with the 2014-2015 school year, the table below reflects new deductible amounts for the individuals whose annual salary at the inception of this agreement (July 1, 2013) was above \$60,000.**

Plan Feature	TRADITIONAL PLAN	PPO PLAN
<b>Deductible</b>		
Ind/2-Person/Family-In Network	\$900/\$2,000	\$500/\$1,000/\$1,500
Ind/2-Person/Family-Out Network	Deductible applies to all services unless otherwise noted	\$750/\$1,500/\$2,000

The following yearly employee contribution schedule will be observed throughout the duration of the contract. The yearly amount will be deducted in equal installments per pay based on the agreed upon number of pays per year.

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
Single	\$ 910.00	\$1,040.00	\$1,170.00
2 Person	\$1,170.00	\$1,300.00	\$1,430.00
Family	\$1,300.00	\$1,430.00	\$1,560.00

Any change of carriers which will provide coverage equivalent to the above, shall be at the discretion of management.

Duplication of coverage will not be allowed. If a spouse is employed by the district in any capacity not limited to this unit, the coverage afforded will be the higher of the two but not both.

**B. Dental Insurance**

General – A group dental plan shall be purchased for each active full time employee and the employee’s dependents, including unmarried dependent full-time students up to the age of 23. The maximum benefit per calendar year shall be \$1500 per year per person.

Duplication of coverage will not be allowed. If a spouse is employed by the district in any capacity not limited to this unit, the coverage afforded will be the higher of the two but not both.

**C. Eye Care Coverage – Employees may elect to participate in an employee-funded vision plan made available through the District.**

**D. Life Insurance**

A group life, accidental death and dismemberment insurance policy shall be purchased in the face amount of 2 times the person’s salary for the duration of this compensation plan. Amounts in the excess of \$1000 unit shall be rounded up to the next \$1000 unit

**E. Insurance Indemnity**

The Easton Area School District will not be held liable for any claims submitted against it by any employee covered by this compensation plan, his or her heirs or assigns, should insurance coverage lapse as a result of the employee’s failure to

complete the necessary census data upon returning from a leave of absence without pay or to make timely payment of insurance premiums to the district while on leave of absence without pay. The board agrees to implement all the insurance coverage above as soon as possible.

**F. Personal Days and Emergency Days**

**Category A**

Entitled to three personal days of absence with pay per school year for personal reasons upon prior notification of 72 hours to their building principal/supervisor. All unused personal days shall be banked to a maximum of 5 days. All unused personal days over 5 shall be accumulated as sick days. No more than 5 personal days may be taken in any year unless approved by the superintendent. The 5 day limit shall be waived for those employees who have been board approved for retirement purposes.

**Category B**

Entitled to 12 personal leave days per year. All unused personal leave time will be accumulated and saved as sick days.

**Category C**

Entitled to 14 personal leave days per year. All unused personal leave time will be accumulated and saved as sick days.

**G. Sick Leave**

**a. Category A**

a. Granted one day of sick leave for each month of regular service (max 10 per year). Unused sick days shall be accumulated as sick days. Five sick leave days may be used per year for family sick leave, which includes caring for a child, spouse, or parent.

**H. Religious Holidays**

a. Taking a religious holiday other than those in the established school calendar may do so with the day charged to their personal days **or vacation days**.

**I. School Holiday**

**a. Group C**

Required to work all school holidays or take a vacation or personal leave day with the exception of the days outline **below in Section S** as paid holidays

**J. Snow Days**

**a. Group C**

Required to work on snow days or take a vacation or personal leave day under the parameters determined by the Superintendent or designee.

## **K. Jury Duty/Bereavement**

### **a. Group C except Technical Support/Network Specialist**

Entitled to the same number of days for jury duty assignment and bereavement as allowed to the teachers in their current collective bargaining compensation plan.

## **L. Bereavement Days**

Death in the Family – Whenever an employee is absent from work because of death in the immediate family, there shall be no deduction in the wages or benefits of said employee for absence from the day of death, up to and including the first working day after the funeral or memorial service, up to a maximum of three (3) days. The Superintendent may extend the period of absence with pay as necessary upon written request from the employee. If necessary, the Board may further extend the period of absence without pay. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother, stepfather, grandparent, grandchild or permanent resident(s) in the home.

Whenever an employee is absent from work because of the death of a near relative, there shall be no deduction in the wages or benefits of said employee for absence on the day of the funeral or memorial service. The Superintendent may extend the period of absence with pay as necessary upon written request from the employee. The Board may further extend the period of absence without pay. A near relative shall be defined as aunt, uncle, first cousin, niece, nephew, brother-in-law, sister-in-law.

## **M. Tuition Reimbursement – Category C Employees Only**

Administrators will be entitled to full reimbursement for collegiate credits taken for advanced degrees and courses deemed appropriate by the Superintendent or his/her designee. Beginning with the ratification of this Act 93 Compensation plan, administrators who terminate employment with the district for any reason, other than retirement, are responsible for reimbursement of monies paid to them for collegiate coursework at the following rate:

- a. 80% of payment during the first calendar year following course completion
- b. 60% of payment during the second calendar year following course completion
- c. 40% of payment during the third calendar year following course completion

Tuition reimbursement is subject to the following conditions and procedures:

*Approved Courses* – To be eligible for tuition reimbursement, courses must be taken on college or university campuses, satellite campuses, or a course sanctioned by a college or university, including IU “College Credit” courses. On-line and video courses required for

an accredited degree program are also eligible for reimbursement but are subject to pre-approval by the Superintendent. Any questions about reimbursement shall be directed to the Superintendent's office. Courses must gain for the administrator one of the following results:

1. An advanced degree in education
2. An area of special need to the administrator, district, or both
3. An improvement in the educational qualifications of the administrator
4. Any course necessary to maintain a valid administrative certificate

*Eligibility* – In order to qualify for tuition reimbursement, an administrator must meet the following criteria:

1. At the time of enrollment and when a reimbursement request is submitted, the administrator must be employed on a regular basis by the district.
2. The administrator must complete the course and earn a grade of "C" or higher.

*Procedure* – Within thirty (30) days of receiving a final grade for a course, the administrator shall submit the following:

1. Tuition reimbursement form
2. Official transcript or grade report
3. Bursar's receipt of paid tuition or other proof of payment

Upon receipt of all necessary documents as required above, the administrator will be reimbursed within sixty (60) days.

*Exceptions* – Tuition reimbursement will not apply to the following:

1. Grants and fellowships except for the difference between the amount
2. The grant or fellowship and the maximum tuition reimbursement limit
3. Books, fees, mileage, etc.
4. Failure to submit the required information within one (1) year from the enrollment of a course.

#### **N. Severance Pay**

- a. Severance pay is for unused sick days and can be payable in the following calendar year. Severance is due for the following reasons: Death, Retirement, or **termination**, not for resignation. Severance will be paid equivalent to 25% of unused sick leave time accumulated in the Easton Area School District at the current salary of the employee at the time.
- b. The beneficiary to whom payment shall be made will be the beneficiary specified by the Administrator as on record with the Pennsylvania School Employees Retirement System. In the event that there is no such designated beneficiary who has survived the Administrator said payment shall be made to the Administrator' surviving spouse, if any, or to the estate.

- c. Payment shall be made in a lump sum within ninety (90) calendar days from the actual date of the Administrator's death. Said payment shall be subject to any deductions imposed by any governmental body.

**O. Vacation**

**a. Group A - N/A**

**b. Group B**

- 1. Shall be entitled to 10 vacation days per year during their first 5 years of service. An additional vacation day will be provided for every additional year of service until a maximum of 25 days have been earned. Those employees who currently are at the maximum number of vacation days (25) and do not have the required number of years of service shall maintain 25 vacation days per year for the duration of this Act 93 compensation plan.

**c. Group C**

- 1. Shall be entitled to 25 vacation days per year
- 2. During the term of this compensation plan vacation days may not be accumulated and/or banked from year to year. Vacation days may be cashed in under the following conditions.

Written notice must be provided to the **Chief Operating Officer** prior to December 31 in reference to the number of days for the said year individual desires to cash in. The compensation for the cashed in vacation days will be provided to the individual during the second pay period in July of the upcoming year.

Individuals currently in possession of banked days will have the option of holding such days and/or cashing the days in under the parameters outlined above.

**P. Holiday/Snow Days**

**a. Paid Holidays for all groups:**

Labor Day  
Thanksgiving Day  
Day following Thanksgiving Day  
Monday following Thanksgiving Day  
Day before Christmas  
Christmas Day  
Day before New Year's Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Easter Monday  
Memorial Day

**b. Category B&C Paid holidays**

All holidays listed in A above and Independence Day  
c. The Friday prior to Labor Day shall be considered a paid holiday during years in which the students begin prior to the Labor Day weekend and are not attending school on the said day.

**B. Other provisions**

**A. Travel Allowance**

Employees who drive their personal automobiles for school district business shall receive a car allowance equal to the prevailing rate approved by the Board of Education.

**B. Dues and memberships**

**Category C employees are entitled to membership in one professional organization of their choice at the expense of the Easton Area School District.**

**C. Appeal Process-Adhere to Board policy**

**D. Payroll Deductions**

- a. The board agrees to extend payroll deductions to include accounts with qualified financial institutions. Employees may choose one institution to receive the payroll deduction and may make no more than two requests for changes in the deduction amount per year.
- b. A group tax-sheltered annuity shall be made available to members of the bargaining unit through payroll deductions provided that such availability shall not make the School Board fiscally liable in any way or require exclusivity in any way. (Category A)
- c. All employees shall be required to use direct deposit for their paychecks
- d. The employee agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs, and liability for reasonable counsel fees and other legal costs, and expenses that may arise out of or by reasons of, action by the Board for the purpose of complying with this fees Compensation plan. In the event that there is any final determination by an administrative agency or a court of law determining that deductions from administrators' compensation pursuant hereto are unlawful, illegal, unconstitutional, or otherwise unenforceable, then and in that event, all monies withheld non-consensually from administrators shall be returned to those individuals consistent with the law.

**E. Income Protection/Job related Injuries**

The Board shall provide income protection for any Administrator who is unable to perform those duties required due to illness or accidental injury that occurs during the life of this compensation plan and during the work year as provided herein.

Definitions:

*Injury* is defined as a bodily injury caused by an accident occurring while employed by the school district except while on an approved leave of absence without pay which, independently of all other causes, results in the Administrator's inability to perform those duties required, provided said disability occurs within 90 calendar days of the accident.

*Sickness* is defined as any cause for disability not excluded under "limitations and exceptions" and which does not qualify as an injury according to the definition above.

*Vacation* is defined as any period during which the Administrator's conditions of employment would not require active performance of those duties associated with the Administrator's occupation.

*Leave of Absence Without Pay* is defined as a leave granted the Administrator by the Easton Area School Board after all accumulated sick days have been exhausted.

*Workday* is defined as any day that an administrator is required to perform work related duties.

Benefit Provisions:

1. Income protection benefits will begin after all accumulated sick leave days earned have been exhausted, but in no case sooner than 30 consecutive work days after the point of sickness or injury, regardless of the number of accumulated sick leave days available.
2. With regard to all income protection payments hereunder, the School District shall be entitled to a credit or offset in the amount of any wage loss, or income loss, or income protection payments received by the Administrator from any other source whatsoever, except for privately purchased insurance payments/entitlements.
3. Payments will be made in accordance with eligibility criteria as noted herein at the rate of 55% of 1/26<sup>th</sup> of the annual administrator's salary received at the time sickness or injury occurred, but at no time in excess of \$2500 per pay period, excluding any supplemental pay received over and above the base salary, less any withholdings and deductions as required by government

agencies now and in the future and exclusive of any salary increments which may occur during and subsequent to the period of injury or sickness.

4. Payments will coincide with existing district pay periods.

5. The duration of income protection will be for up to 26 pay periods commencing from the date of eligibility (after 30 work days and/or exhaustion of accumulated sick leave days).

**Benefit Limitations and Exceptions:**

1. Regular, personal medical care is required in order that the Administrator will be eligible to receive benefits.
2. Benefits are not payable during any leave of absence other than a leave of absence granted for a compensable disability.
3. Benefits are not payable for disability that arises during a leave of absence until the Administrator is scheduled to return to active duty status, and then satisfies the qualifying period of being engaged fully and continuously in the occupation for which originally employed for a period of thirty consecutive working days.
4. Accident and Sickness Disability Benefits are not payable with respect to any portion of a period of disability during which the Administrator is engaged in any work for compensation, wages, or profit.
5. Benefits are not payable for any period of illness or injury:
  - a. Caused by war or any act of war, whether declared or undeclared;
  - b. Caused by intentionally self-inflicted injuries or attempted suicide, while sane or insane;
  - c. Occurring while the Administrator is in military or naval service of any country or international organization at war, whether declared or undeclared;
  - d. Caused by alcoholism or drug addiction, unless the drugs are being administered on the advice of a physician;
  - e. Caused by mental disorder or civil disturbances;
  - f. Caused by participation in aeronautical events, aviation competitions, or motorized contests, including but not limited to airplanes, racing cars, motorcycles, motor boats, etc.
  - g. Arising out of an occupation from which remuneration was received, whether through self-employment or contracted for by another employer;
  - h. Caused by the commission or participation in a felony.

#### Integration with Other Income Benefits:

Income protection benefits of the Easton Area School District will not be payable if any of the following benefits are applicable:

1. Any wage, salary or other income received from the Easton Area School District.
2. Any government (federal, state, or political subdivision thereof) disability or retirement benefit, including Public School Employees retirement System of Pennsylvania and Social Security (both primary and dependent benefit). If the Social Security Act is amended to increase Old Age Survivors and Disability Insurance benefits after the Administrator becomes eligible to receive benefits from this compensation plan, the benefits being received from this plan will not be affected by such increase.
3. Workers' Compensation, occupational benefit law, or similar legislation.
4. Any disability insurance plan for which the school district makes a contribution or provides payroll deduction.

#### Miscellaneous Conditions:

1. Eligibility for benefits under any of the foregoing income protection plans elicited above shall void eligibility for district income protection benefits regardless of whether any of the above benefits have been applied for by the Administrator.
2. Eligibility for other income protection benefits, except for plans purchased or contracted privately, shall relieve the district of any future liability demands, suits, or claims by the Administrator for income protection.
3. Written notice of accidental injury or sickness, along with reports from the Administrator's attending physician, attesting that the Administrator received regular personal medical treatment by a legally qualified physician must be submitted to the Superintendent's office as soon as possible after the occurrence of the injury or sickness. Any additional information or reports required by the Board including examinations by a district-appointed physician shall be at the District's expense.
4. After earned sick leave days are exhausted, the affected Administrator shall be placed on leave of absence without pay status. Seniority, sick leave days, and service time for determining salary increments shall not accrue.
5. Subject to eligibility criteria herein, district paid fringes will be

continued in cases of illness or accidental injury, which occurs during the life of this compensation plan, and while income protection benefits are being paid.

6. Recurrent Disabilities: If following a period of disability for which payments are made under this compensation plan the Administrator shall resume an occupation and perform all the important duties thereof for a continuous period of 90 working days or more, a subsequent disability resulting from, or contributed to, by the same cause or causes shall be considered as a new period of disability and indemnified in accordance with the compensation plan. If said period during which the Administrator resumes an occupation shall be less than 90 working days, such subsequent disability shall be deemed a continuation of the same disability and the Board's liability for the entire period shall be subject to the limits stated in the compensation plan.

Administrators who have become physically disabled due to a job-related injury, shall be granted a disability leave of absence in lieu of using sick leave days until such time that the Administrator is able to return to duty or qualifies for retirement disability and/or social security disability, but a no time to exceed one year from date of injury. Said leave shall be subject to the following conditions:

- a. Administrators must file Workers Compensation claim forms in a timely fashion.
- b. Administrators must qualify for Workers Compensation payments having been certified as disabled by a licensed physician. The District will pay fringe benefit premiums for the Administrator and dependents for the duration of the leave.
- c. Except as stated above, disability leave will be treated as any other leave of absence with pay. However, payment for holidays occurring during disability leave shall not be made. Vacation or compensatory days may be charged to offset the loss of holiday pay.
- d. Seniority, sick leave days and vacation time shall accrue during any period of disability leave.
- e. Prior to returning to active service, a licensed physician must certify the Administrator is able to return to full-time duty.
- f. Failure to return to duty at the expiration of leave shall be considered as a voluntary resignation by the Administrator.

It is agreed that any individually purchased plans/insurances do *not* negate, eliminate or reduce benefits outlined in the section titled *Income protection/Job Related Injuries*.

**F. Retirement Benefit:** This retirement benefit is subject to the following terms and conditions:

The Directors, Director of Athletics, Associate Directors, Accountant (formerly the Assistant Business Manager) Principals, Assistant Principals, Special Education Supervisors, Special Education Transition Coordinator and Coordinator of Student Services must have a total of ten years service in the Easton Area School District, five years of which are of central or building administration service in the Easton Area School District, and be at least age 55. Said years of service must be verified through the Pennsylvania State Employees' Retirement System (PSERS).

The retiree must submit a binding resignation due to retirement in writing no later than December 31<sup>st</sup> of the year he/she retires.

The Coordinator of District Operations & Analytics, Executive/Confidential Administrative Assistants, Head Custodians, Supervisors, Managers, Coordinators, Administrative Assistant, Assistant to the Chief Operating Officer, Assistant to the Director of Human Resources, Payroll Officer, Accountant and Financial Specialist, Education Technology Specialist, Information Technical Specialists, Assistant Security Coordinator/School Police Officer, School Police Officer, and Attendance Officer must have a total of thirty (30) years service in education, twenty-five (25) years of which must be in the Easton Area School District, and be at least age 55. Said years of service must be verified through the Pennsylvania State Employees' Retirement System (PSERS).

The retiree must submit a binding resignation due to retirement in writing no later than December 31<sup>st</sup> of the year he/she retires.

The benefits provided herein shall be for the retiree and will continue until the retiree becomes eligible for Medicare. The District's contribution to the annual retirement allowance for providing health insurance and prescription drug coverage for each retiree shall be fully paid and deposited in a health reimbursement account.

The Administrator will be eligible for full single benefit coverage until the retiree becomes eligible for Medicare. The retiree may purchase medical insurance and prescription drug coverage for their spouse at 100% the cost to the district. In addition, the retiree may also purchase dental insurance coverage for himself or herself and/or their spouse as provided by the terms of the compensation plan at 100% the cost to the District until the retiree becomes eligible for Medicare. At all times, the benefits provided the retiree herein shall be the most comprehensive plan offered to an Easton Area School District professional group. Any health insurance refunds made available to the retiree through PSERS shall remain with the retiree and shall not offset or diminish the District's obligation to provide the full amount of their annual retirement contribution for each retiree.

#### EFFECTIVE DATE AND SIGNATURE:

The compensation plan shall become effective as of July 1, 2013.

EASTON AREA SCHOOL DISTRICT

Robert F. Fehnel 11/19/13  
/s/ Robert Fehnel, President  
Easton Area School Board  
~~June 18, 2013~~

Joan M. Schaffer 11/19/13  
/s/ Joan M. Schaffer, Secretary  
~~June 18, 2013~~