

HOMER-CENTER SCHOOL DISTRICT
ACT 93 PERSONNEL GROUP
COMPENSATION PLAN & FRINGE BENEFITS PLAN

July 1, 2015 – June 30, 2020

Board Approved August 20, 2015

PHILOSOPHY

The Homer-Center School District Board of Directors and the Homer-Center Act 93 Personnel Group recognize the need to maintain a relationship based upon cooperation, understanding, mutual support and loyalty. Together, both groups will work toward an effective program of educational opportunity for team members in the Homer-Center School District "Where Everybody is Somebody".

The program should promote individual professional growth, and ensure the attainment of district goals. In order to monitor progress, an evaluation process will be incorporated as a positive force to encourage and provide continued refinement of respective skills. The resulting compensation and fringe benefit plan will be based upon the management team concept, adhering to the wording and intent of the law (Act 93 of 1984).

PURPOSE

The purpose of the Homer-Center School District Act 93 Personnel Group Compensation and Fringe Benefit Plan is to provide proper remuneration for individual Act 93 employees, promote professional growth, and ensure the attainment of district goals.

ADMINISTRATIVE/SUPERVISORY COMPENSATION PLAN

The Board of School Directors of the Homer-Center School District adopts the following Act 93 Personnel Group Compensation and Fringe Benefit Plan pursuant to the "Public School Code of 1949", as amended, Section 1164, which is identified as Act 93 of 1984. The purpose of this Act is to provide a means by which compensation matters affecting Act 93 Personnel can be resolved within a management team philosophy.

TERM OF ACT 93 AGREEMENT

The Act 93 Agreement is effective from July 1, 2015 and shall continue in force until June 30, 2020.

DEFINITIONS

The term "Act 93 Personnel" shall include the following current positions for the purposes of this plan:

- 10, 11 or 12-Month Employees – Certificated Personnel
 - Elementary Principal
 - High School Principal
 - Director of Special Education

- 10, 11 or 12 Month Non-Certificated Education Professionals

- Food Service Director (209 Days Per Year)

COMPENSATION PLAN

The compensation plan shall be derived from good faith meet and discuss sessions. The compensation plan shall include, but not be limited to, the following items:

- Salary amounts and salary formula
- List of fringe benefits
- Annual salary adjustments

- A. It is recommended that a periodic review be conducted to ensure that salaries paid to Act 93 employees remain comparable to similar positions in the region. Act 93 Administrators who begin after July 1st will receive annual salary and benefits on a prorated basis based on a 260 day or specifically addressed number of work days per work year.

EVALUATION OF ACT 93 PERSONNEL

The evaluation of Act 93 employees will be the sole function of the school district superintendent. State mandated Act 82 process will be followed for certificated administrators.

Salary Compensation

Act 93 employees will have an annual evaluative review. Salary adjustments will be based upon the annual evaluation of the Act 93 member. An unsatisfactory rating for one year may result in a plan of improvement as well as remaining at the same salary scale as the previous fiscal year.

- A. Employees rated satisfactory will have an increase of one percent (1%). Additional salary increases available are based upon exceeding the expectations and fulfillment of goals above and beyond the satisfactory performance. This additional compensation will be based upon the Superintendent's summative evaluation of the employee. This additional percentage would be between a half (½) and two and a half (2½) percent of existing salary. It remains the Superintendent's prerogative to provide salary adjustment recommendations when fiscally appropriate following Board review and approval and such action does not establish neither practice nor precedence in regards to this agreement.

FRINGE BENEFITS

The District will provide the following fringe benefits for Act 93 Employees. Any benefit set forth under the plan that is supplied by the District through an insurance carrier shall be subject to the terms, provisions and/or restrictions set forth in the master policy as provided by said carrier.

- **Hospitalization**

The District will provide each employee and his/her qualified dependents with the qualified high deductible health care plan. This QHDHC plan, district contributed for the deductible is set at 90% for the beginning of the 2016-2017 fiscal year. Once Board approved, this plan would increase the current district contribution \$468 for the 2015-2016 fiscal year.

- **Life Insurance**

Act 93 Employees will receive life insurance coverage equal to two times the salary of the said employee rounded to the nearest dollar amount workable by the insurance company. Each member of the Act 93 Personnel Group shall have the option, at his/her expense and subject to the regulations of the insurer, to purchase additional coverage from the insurer.

- **Income Protection**

The Board shall offer each Act 93 employee an income protection policy, with a 90-day waiting period, in the amount of two-thirds (2/3) of his/her monthly salary or \$5,000 per month, whichever is less. The extent of the coverage shall be to age 65, regardless of cause. If participation is elected by the employee, the cost will be divided equally between the District and said employee.

- **Dental**

The District shall provide each Act 93 employee with Ameritas Insurance, Type I and Type II Dental coverage, or its equivalent. One hundred percent (100%) of the premium cost will be paid by the District for individual and qualified dependent coverage. The Type II coverage shall be a 50% provider-paid benefit.

- **Vision**

The District shall provide each Act 93 employee with the current Vision Benefits of America Group Vision Insurance Plan or its equivalent. One hundred per cent (100%) of the premium cost will be paid by the District for individual and qualified dependent coverage.

The district holds the right to change carriers of dental and vision to provide equitable or an improvement in plans.

- **Waiver Option**

If an Act 93 employee wishes to waive coverage of a particular benefit, he/she will receive a cash payment of 35% of the benefit cost at the completion of the year. Once a waiver is established, changes may be made in the employee's coverage for any one of the above benefits based upon the change in the employee's family or job situation, including, but not limited to, the following:

- The employee's marriage
- The employee's divorce
- Death of the employee's spouse or dependent
- Birth or adoption of a child of the employee
- Termination or commencement of employment by the employee's spouse
- The employee or employee's spouse switches from part-time to full-time employment or from full-time to part-time employment
- The employee or employee's spouse taking an unpaid leave of absence
- Significant changes in the health coverage of the employee or employee's spouse attributable to the spouse's employment.

Since "a significant change in the health coverage attributable to the spouse's employment" may necessitate a shift in coverage, the Internal Revenue Service (IRS) or the employee's accountant should be consulted concerning potential tax liability. The same would be true for any employee who terminates employment during a period of coverage, then returns to part-time or full-time service. The IRS has generally prohibited the employer from treating the rehired employee as a new employee for purposes of entering the plan.

Sick Leave

Each Act 93 employee that is determined to be a 12-month employee will receive twelve (12) sick leave days per year. Five (5) sick days can be used annually as immediate family illness days consistent with the conditions stipulated within the HCEA Collective Bargaining Agreement.

Each Act 93 employee that is determined to be a 11-month employee will receive eleven (11) sick leave days per year. Five (5) sick days can be used annually as immediate family illness days consistent with the conditions stipulated within the HCEA Collective Bargaining Agreement.

Each Act 93 employee that is determined to be a 10-month employee will receive ten (10) sick leave days per year. Four (4) sick days can be used annually as immediate family illness days consistent with the conditions stipulated within the HCEA Collective Bargaining Agreement.

Proof of illness in the form of a doctor's certificate shall be required of an Act 93 employee if the employee is absent for three (3) or more consecutive workdays.

Each Act 93 employee shall receive a one-time payment at the conclusion of each school year, calculated on the number of unused leave days (personal and sick) to which the employee was entitled for that year as follows:

Leave Days Utilized	Amount Per Day
0	\$15
1-2	\$12
3-4	\$10

This payment shall be separate and apart from any payment to which an Act 93 employee is entitled upon retirement from the District for accumulated sick days. Said payment shall not affect sick leave accumulation.

Vacation

Each Act 93 employee that is determined to be a 12-month employee will receive twenty (20) vacation days per year, beginning with the first year of service and thereafter.

Each Act 93 employee determined to be an 11-month employee will receive ten (10) vacation days per year, beginning with the first year of service and thereafter.

Each Act 93 employee that is determined to be a 10-month employee will receive five (5) vacation days per year beginning with the first year of service and thereafter.

Procedures to request and use vacation days will be at the discretion of the superintendent following advance notification of intended use. Vacation leave may be pro-rated if the employee seeks employment in another K-12 public education organization and departs with time remaining in the fiscal year.

Carryover Vacation

Act 93 employees considered to be 12-month employees will be permitted to carryover ten (10) vacation days from one school year up to August 15th of the new fiscal year. At the end of any school year, 12-month Act 93 employees may be reimbursed for up to six (6) unused vacation days at the employee's per diem rate of pay in effect at that time.

All Act 93 employees considered 11-month employees can carry over four (4) days to use by August 15th. 11-month employees may be reimbursed for up to four (4) vacation days per diem rate of pay in effect at that time.

All Act 93 employees that are considered 10-month employees will not have any carryover vacation days from one-year to the next.

Personal Days

Act 93 employees shall be granted two (2) personal leave days per year. Said days shall not be deducted from an employee's sick leave accumulation. Accumulation of personal leave days shall be as per the HCEA Collective Bargaining Agreement. Personal days cannot be used before or immediately after a holiday.

Snow & Other Emergency School Closings

Act 93 employees considered to be 11-month and 12-month employees are required to report to work on emergency school closing days unless otherwise directed by the superintendent.

Act 93 employees considered to be 10-month employees are not expected to report on emergency school closing days unless directed otherwise by the superintendent.

Bereavement Leave

- A. Five (5) consecutive workdays shall be granted to a professional employee with pay, providing they fall within the seven (7) consecutive calendar days immediately following the death in the immediate family. Members of the immediate family are father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, grandchild or near relative who resides in the same household, or any person with whom the Act 93 employee has made his home at the time of death.
- B. Three (3) consecutive workdays shall be granted to an Act 93 employee with pay immediately following the death of a grandparent of the Act 93 employee or spouse.
- C. Whenever an Act 93 employee shall be absent from duty because of a death of a near relative, there shall be no deduction in the salary of the Act 93 employee on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law of the professional employee or spouse.
- D. Proof of death and relationship must be furnished, if requested.

Other Leave

All other leaves including, but not limited to, emergency, maternity, sabbatical, military, prolonged illness, jury duty, and family & medical leaves will be provided to Act 93 employees in accordance with the provisions of the professional teachers' contract and/or state school code.

Tuition Reimbursement

- A. The District agrees to pay 100% credit reimbursement for credits that are educationally appropriate and pre-approved by the Superintendent at the rate determined by averaging the per graduate credit cost for the preceding academic year at Indiana University of Pennsylvania, the Pennsylvania State University, and the University of Pittsburgh (main campuses). This does not include or factor a 'cohort or program' overall fee for such reimbursement purposes, strictly a per credit reimbursement.
- B. Courses for which reimbursement is requested must be completed at an accredited institution. In order to qualify for tuition reimbursement, the Act 93 administrator must receive a grade of "B" or higher in a course. Tuition reimbursement will be provided after the Board's approval at the next regularly scheduled meeting.
- C. The process to follow for tuition reimbursement is as follows: The Act 93 administrator must seek pre-approval from the Superintendent by securing, completing, and submitting the District tuition reimbursement form with a course description prior to starting the course. At the completion of the course, the employee shall submit the District tuition reimbursement form accompanied by an official grade report and a receipted invoice. Tuition reimbursement costs are for credits only, not for books, materials, registration costs, student activity fees, etc.
- D. Reimbursement requests for courses completed each year must be submitted no later than June 30th for the prior year.
- E. If an administrator leaves employment with the District within five (5) years of the District reimbursement of such credits, the individual shall be responsible for repayment of credits reimbursed set by the scale below: (The date of the issuance of the reimbursement check to date of departure determines the elapsed time and subject to the payback schedule below.)
 - 100% if the Act 93 administrator leaves within one year of reimbursement and pay out.
 - 90% if the Act 93 administrator leaves with two years

- 80% if the Act 93 administrator leaves within three years
- 60% if the Act 93 administrator leaves with four years
- 40% if the Act 93 administrator leaves within five years

Professional Organization Membership

Each Act 93 employee shall receive a fully paid membership in the professional organization of his/her choice relevant to his/her position.

Vandalism Protection

The District will pay up to \$500 per incident for damage to personal property of an Act 93 employee while engaged in school business.

Annuity

A Tax Deferred Annuity program contribution will be provided annually in the amount of one percent (1%) of the Act 93 employee's current salary, plus forty-five dollars (\$45.00) for each year as an Act 93 employee in the District.

Longevity Pay

An Administrative/Supervisory employee, upon completion of every ten years of service to the district, they shall receive a longevity incentive of \$1,000.00.

Retirement

- **Retirement Qualification**
 - Must retire without permanent disability from the public schools in the Commonwealth, with at least twenty-five (25) years of service or fifteen (15) in the Homer-Center School District.
 - Submit a retirement notification to the board by April 1 of the calendar year in which the retirement becomes effective.
 - Shall not exercise the right to a sabbatical leave during the last three (3) years of employment with the District, unless for health restoration purposes.
 - Should the eligible employee die that has met the above criteria before any or all payments are made, the entire amount due shall be paid to the employee's beneficiary as designated in the Pennsylvania Public School Employees' Retirement System.
 - Payment for Unused Sick Leave Upon Retirement for Administrators/Supervisors covered herein shall be as provided in the Collective Bargaining Agreement.
- **Retirement Incentive**
 - Periodically, a retirement incentive may be offered following request for such to the Superintendent, who will confer with the Board.

OTHER

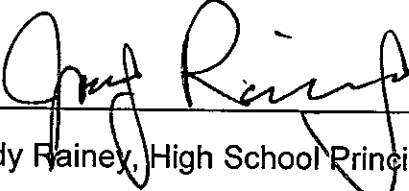
- **Co-Curricular and Extra Curricular Activities**
 - If an Act 93 employee performs any extra-curricular activity assignment, he/she will be compensated according to the supplemental schedules set forth in the professional teachers' contract. Prior to this commitment receiving Board approval (if necessary), the Act 93 member should discuss this situation with the Superintendent.

IN WITNESS WHERE OF, the parties hereto, through their duly authorized officers or representatives and intending to be legally bound, hereby, have hereunder, affixed their hands and seals this 20th day of Aug of 2015.

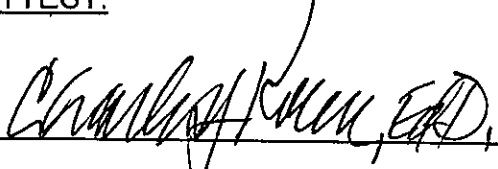
HOMER-CENTER SCHOOL DISTRICT

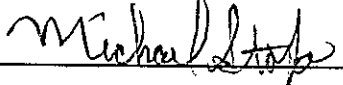
By 
Vicki L. Smith, Board President

HOMER-CENTER ACT 93 PERSONNEL GROUP

By 
Jody Rainey, High School Principal
Act 93 Personnel Group Representative

ATTEST:

By 
Charles J. Koren, Superintendent

By 
Michael Stofa, Elementary Principal
Act 93 Personnel Group Representative