

**MANHEIM CENTRAL SCHOOL DISTRICT
ACT 93 BENEFIT & COMPENSATION AGREEMENT**

July 1, 2014 - June 30, 2019

The Board of School Directors and ACT 93 employees of Manheim Central School District adopt the following Compensation Plan pursuant to the “Public School Code of 1949”, as amended, Section 1164. The Board recognizes the importance of maintaining an effective management team to strengthen the administrative and educational programs of the District and to establish and improve communications and decision-making.

I. TERM OF COMPENSATION PLAN

The term of this Compensation Plan shall begin July 1, 2014 and shall be in effect until June 30, 2019. Any amendments, changes or extensions to this agreement shall have the proper signatures affixed by both parties.

II. DEFINITION [24 § 11-1164 (a)]

School Administrator (“Administrator”) shall mean any employee of the school entity below the rank of district superintendent, executive director, director of vocational technical school, assistant district superintendent or assistant executive director, but including the rank of first level supervisor, who by virtue of assigned duties is not in a bargaining unit of public school employees as created under the Act of July 23, 1970, known as the “Public Employee Relations Act.” However, this definition shall not apply to anyone who has the duties and responsibilities of business manager or personnel director, but not to include principals.

III. FRINGE BENEFITS [24 § 11-1164 (e) 3]

The following fringe benefits shall be provided to Administrators. In the event that any benefits listed below conflict with existing benefit plans, the terms of the benefit plans shall govern. Any additional benefits offered to Administrators, but not defined below, shall be aligned with those benefits outlined in the Collective Bargaining Agreement (CBA) between Manheim Central School District Board of School Directors, and Manheim Central Education Association (MCEA).

A. Full-time Administrators shall be provided Life Insurance coverage as follows:

The District shall carry a life insurance policy with an accidental death and dismemberment clause on each full-time Administrator in an amount equal to 2 (two) times the Administrator’s annual salary, rounded up to the next one thousand dollars. Also see Para. IV.A.9.d. for life insurance at retirement. Option to purchase Life Insurance coverage after retirement at District Group Rate.

B. Full-time Administrators are offered Health Care Benefits as follows:

If elected, the District shall provide a medical plan for each full-time Administrator and his/her qualified dependents pursuant to the terms and conditions found in the plan document. Terms and conditions refer to levels and types of available health care coverage, employee deductions, co-payments, and other provisions of the health care plans.

C. Full-time Administrators shall be provided Income Protection as follows:

Coverage shall be fully paid by the District and shall be the same as that carried on the teaching employees. Terms shall be subject to the operating guidelines and/or procedures of the insurance provider to include any integration or set-off provisions with PSERS, other income sources, etc.

D. Full-time Administrators are offered Dental Care Benefits as follows:

If elected, the District shall provide dental coverage to each full-time Administrator and his/her qualified dependents pursuant to the same terms and conditions as found in the MCEA CBA, including, but not limited to, the employee premiums for such coverage.

E. Full-time Administrators shall be granted Tuition and Conference Reimbursement as follows:

The District shall provide tuition reimbursement for its full-time Administrators pursuant to the MCEA CBA. In addition, the full-time Administrator has the option of using 30% of the tuition reimbursement amount to cover the cost of conference attendance. Tuition reimbursement beyond the limits in the MCEA CBA shall be considered, but require review and prior approval of the Superintendent and the School Board.

F. Full-time Administrators shall be granted Professional Development Dues Payment as follows:

The District shall pay the membership fees in the appropriate local, state and national professional administrative and curricular organizations for full-time Administrative employees. Such membership payments shall be subject to approval by the Superintendent.

G. Full-time Administrators shall be provided Cell Phones as follows:

The District will provide cell phones for members of the Administrative Team. These cell phones are for the exclusive use of the administrator and may be used for all school district related business and personal phone calls subject to non-abuse audits at the discretion of the Superintendent.

H. Full-time Administrators shall be granted Sick Leave as follows:

Sick leave shall be provided to full-time Administrators pursuant to the definition in the PA School Code of 1949, as amended, with the provision that Act 93 employees on a twelve-month contract will receive 12 sick leave days.

Any pro-ration of Sick Leave days is based upon the percentage of days a full-time Administrator is assigned to work, based on a 260-day calendar. In the event the employee works less than a full year, the number of days granted that year will be subject to proration.

The District may request a doctor's certificate for absences of 3 or more consecutive days or where abuse is suspected.

I. Full-time Administrators shall be provided Personal Days as follows:

Full-time Administrators shall be granted three (3) personal leave days each July 1. A maximum of two (2) days can be carried over to the following school year, up to a maximum of five (5) days. Any unused personal leave beyond the five (5) day accumulation limit will be automatically converted to sick leave.

Personal days are "use it or lose it" and there is no payout of unused days upon separation of employment.

Any pro-ration of Personal Leave days is based upon the percentage of days a full-time Administrator is assigned to work, based on a 260-day calendar. In the event the employee works less than a full year, the number of days granted that year will be subject to proration.

J. Full-time Administrators scheduled to work 260 days per year shall be provided Vacation Days as follows:

Each full-time, 260-day, Administrator shall annually be granted twenty-one (21) days' vacation, which is also the maximum number of vacation days provided.

Unused Vacation Leave at the end of the fiscal year may be converted to sick leave subject to a limit of no more than ten (10) such days to be converted annually.

In the event the employee works less than a full year, late start or early separation, the number of days granted, or paid out, will be subject to proration. In the event of separation, each unused vacation day is paid out at the individual Administrator's per diem.

K. Full-time Administrators scheduled to work 260 days per year shall be provided Paid Holidays as follows:

Full-time, 260-day, Administrators shall be granted twelve (12) paid holidays: New Year's Day; President's Day; Good Friday; Memorial Day; July 4; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day; and either the day after or the day before Christmas Day; and two additional days over Christmas break, as approved by the superintendent

IV. COMPENSATION

Annual Act 93 salary increases for the life of this agreement will be determined according to the following understandings:

Salary Ranges will be reviewed each year. Adjustments to the range minimums and maximums will be set by the Board annually.

Salary increases will be set annually by the Board. The range adjustments and salary increase percentage will be determined based on data supplied by the current District consultant and/or Director of Human Resources, the competitiveness of the District's salaries with local comparable positions, market conditions, the budget and financial status of the District, and input from the Superintendent and Business Manager.

All salary increases will be based solely on an evaluation of the individual's performance in the prior year. The evaluation may be any combination of objective and /or subjective measurements as established by the Superintendent and/or Board and communicated to the group each year.

Administrators hired on or after April 1st, but prior to June 30th, of their first year of employment, will not receive a salary increase until July 1st of the following fiscal year. Administrators hired between July 1st and March 31st would receive an annual increase on July 1st based on the outcome of their year-end performance evaluation.

Example I: Date of hire is January 14, 2014; the administrator would receive an increase on July 1, 2014.

Example II: Date of hire is May 2, 2014; the administrator would not receive an increase until July 1, 2015.

V. RETIREMENT BENEFITS

Each Act 93 employee shall be eligible to receive any retirement benefit, set forth in this agreement, so long as the employee satisfies all of the retirement eligibility criteria set forth in the MCEA Collective Bargaining Agreement under Article 30, "Retirement."

- a. For full-time Administrators, subject to the conditions set forth in this section, the Board shall contribute an amount calculated by multiplying years of service with Manheim Central School District (not to exceed 10 years) by 1.5% and the final base salary, to an approved 403(b)/tax sheltered annuity established by the employee prior to retirement.

Example: If the final base salary is \$88,500 with 10 years of service, the bonus equals $0.015 \times 10 \times \$88,500 = \$13,275$.

- b. Each Act 93 employee shall be eligible to receive any retirement benefit, set forth in the Article entitled "Retirement" in the collective bargaining agreement between the District and MCEA, so long as the employee satisfies all of the eligibility criteria set forth therein necessary to receive such benefits. If the retiring Act 93 employee satisfies such contractual eligibility criteria to receive a payment for unused sick leave pays at the time of retirement, the retiring Administrator shall be eligible to receive fifty-five dollars (\$55.00) for each accumulated and unused sick day that he/she has at retirement, up to a maximum of \$10,000. This payment shall be made into the retiring Act 93 employee's 403(b) plan.
- c. If the retiring Act 93 employee chooses to continue to be enrolled in the District's group health insurance plan after retirement under Appendix A, the amount specified in 9a is to be held in escrow by the District to be applied to the employee and elected dependent's premium payments for Group Medical Insurance coverage in accordance with Appendix A of this agreement.
- d. Life insurance shall be available to the employee at retirement to age 65 with the premium paid by the employee. The amount shall be equal to 2 (two) times the final annual salary. To qualify, the employee must meet the current agreement retirement guidelines.

Notwithstanding the foregoing, the contribution amounts shall be reduced by any amount that results in annual additions on behalf of the individual to 403(b) tax sheltered annuities exceeding the contribution limits under section 415(c) of the Internal Revenue Code of 1986, as amended ("Code") or any other contribution limits under the Code or applicable Treasury Regulations.

In the event that any contribution amount would exceed such limits, the excess amount shall be contributed in the following year to the extent that the excess amount does not exceed the

contribution limits under Section 415(c) of the Code or any other contribution limits under the Code or applicable Treasury Regulations for such following year.

All payments shall be made to a 403(b) tax sheltered annuity established for the individual and, under no circumstances shall the individual be entitled to receive any payment directly.

APPENDIX A
Manheim Central School District
District Contribution to Retiree Medical Coverage Costs
Act 93 Employee Compensation Plan
Effective July 1, 2014 to June 30, 2019

Act 93 Employees who satisfy all of the retirement eligibility criteria set forth in the MCEA Collective Bargaining Agreement under Article 31, "Insurance," section 31.6, shall be eligible to remain on the School District's group health care plan offered to its employees, until reaching 65 years of age, if the appropriate monthly premium for such single coverage is paid in a timely matter. Upon reaching the age of 65 the retired Act 93 Administrator will no longer be eligible to participate on the School District's group health care plan pursuant to the language set forth in Section 5-513 of the Public School Code. If the retiree does not satisfy the eligibility criteria set forth therein, the School District reserves the right to suspend or terminate retiree health care coverage in accordance with that statute.

Qualified Act 93 Employees who choose to continue to participate in the district group health insurance plan shall have the bonus calculated in Section IV Number 9a. of the Act 93 Agreement applied to the full cost of single coverage for the retired Act 93 Administrator under the group health care plan. At such time that the ACT 93 retiree is no longer eligible to participate on the group health care plan as defined in the previous paragraph, any unused portion of the retirement bonus that has not been applied to insurance premiums for such retiree single coverage shall be paid to the retired Act 93 Administrator.

<u>Years of Service to PSERs</u>	<u>District's Contribution</u>
15 years to less than 20 years of service	30% of the cost of medical coverage
20 to less than 25 years of service	35% of the cost of medical coverage
More than 25 years of service	40% of the cost of medical coverage

District Annual Estimated Cost	\$7132
PSERS Estimated Contribution	<u>\$1200</u>
Remaining Cost	\$5932

<u>Years Service To PSERs</u>	<u>Percent District Contribution</u>	<i>Example</i> <u>Dollars District Contribution</u>
15+	30%	\$1780
20+	35%	\$2076
25+	40%	\$2373

MANHEIM CENTRAL BOARD OF SCHOOL DIRECTORS

Pat McQuinn

6/19/2014

Muhl

6/19/2014

Paul [unclear]

6/19/2014

MANHEIM CENTRAL ADMINISTRATORS

Paul Sant

9/17/2014

Karen [unclear]

9/22/2014

S. [unclear]

9/20/2014

If any changes should occur in the MCEA Agreement, Federal, State, or Local laws that impact this agreement, the ACT 93 committee and the Board of School Directors shall meet and discuss the impact of the applicable changes. If a benefit were to be reduced as a result of those changes, the Board of School Directors is not required to "make whole" the ACT 93 group by offering additional benefits or compensation.

Addendum

For the life of this agreement, or until separation of employment, whichever is earlier, Mr. Steven Stauffer, Assistant Director of Building and Grounds, will be grandfathered at his current vacation accrual of 26 days per year.

Current administrators, employed as of June 30, 2014, will have until July 31, 2014 to set up a 403(b) to execute the following benefit, which was part of the previous agreement, and is not included in this agreement:

Sell back of unused sick days at a rate of \$65/day, up to \$4,000 per year where the district matches \$.25 per \$1.00 contributed to a 403(b). The maximum combined contribution will not exceed \$5,000. New (non-grandfathered) Act 93 employees covered by this Act 93 Compensation Plan that are hired after July 1, 2011 can sell back unused sick days at a rate of \$55/day up to an accumulated maximum of \$4,000 contributed to a 403(b).