

November 25, 2014  
Board Approved

## **Act 93/Administrative Compensation and Benefits Plan**

**The Act 93/Administrative Compensation and Benefits Plan shall have the following objectives:**

- 1. To enable the District to attract and retain the highest caliber of professionals by maintaining a salary program that is competitive in the geographic region.**
- 2. To recognize and reward the quality of performance of duties assigned as provided through the results of a functional and effective program of evaluation.**

**Effective dates for this agreement: July 1, 2014 through June 30, 2017**

### **Execution of this agreement:**

In witness whereof the Act 93 employees have caused the Agreement to be signed by their representative and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon.

McKeesport Area School District

By Patricia Maksin  
*President*

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By David Seropian  
*Secretary*

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McKeesport Area Act 93 Employees

By Mark Holtzman  
*Act 93 Representative*

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## **Positions Covered by the Program**

### **Certified**

- Director of Federal/State Programs
- Coordinator of Special Education and Alternative Services
- Director of Vocational Education
- Director of Technology & Academic Support
- Associate Principal
- Building Principal
- Assistant Principal
- Supervisor of Special Education
- Special Education Administrative Assistant

### **Non certified**

- Director of Buildings and Grounds
- Athletic/Activities Director
- Public Relations and Communications Specialist
- District Security Specialist/ Assistant Director of Alternative Education Services
- Attendance Coordinator
- Assistant Director of Buildings and Grounds
- Network Support Technician

## Schedule of Benefits

### **I. Sick Leave Days**

The district will provide up to ten (10) days annually for sick days of which all shall be cumulative.

The Board reserves the right to require of any person claiming sick leave pay sufficient proof after 3 days consecutively, including a physician's certification, of the employee's illness or disability.

Act 93 employees are eligible to join the Administrative, Act 93, and Confidential Secretaries Sick Bank. Participation in the sick bank is voluntary. *See District Policy.*

### **II. Personal and Emergency Leave**

Four (4) days of personal leave will be granted to twelve (12) month employees and three (3) days of personal leave shall be granted to ten (10) month employees.

Act 93 employees may sell to the district any unused personal days at the end of each year. They shall be paid \$ 100.00 per day.

Act 93 employees may sell to the district any unused sick days upon retirement. They shall be paid:

Unused sick leave days – 1-50 is \$75

Unused sick leave days – 51-100 is \$85

Unused sick leave days over 100 is \$100

### **III. Holidays**

Days as designated by the School Board in the annual school calendar plus July 4<sup>th</sup> and Labor Day. If a holiday would fall on a weekend, one other day designated by the district would be observed.

### **IV. Legal Time**

- Jury Duty – In the event that any professional employee is selected for jury duty, the District shall pay the difference over and above the jury duty compensation and the professional employee's current salary.

- Court Subpoena – Professional employees who have been required to attend a court of law by reason of having a subpoena, except when a professional employee is a party to a suit or if testifying against the School District, shall receive the difference between his/her salary and the amount received from the court.
- Legal Absence – If a professional employee is required to attend a legal proceeding resulting from the performance of his/her duties as a professional employee of the School District, or is required to attend a legal proceeding by the School District, he/she shall suffer no loss in pay.

**V. Bereavement**

- In the event of death in the immediate family, there shall be no deduction of salary for the period of seven (7) consecutive calendar days. When travel becomes necessary because of distance, employees will be permitted additional time but shall be paid; therefore, the difference between the substitute's and regular salary.
- Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, son-in-law, daughter-in-law, parent-in-law, grandchild, grandparent, or near relative who resides in the same household, or any person with whom the professional employee has made his/her home.
- In the event of the death of a near relative, there shall be no deduction for absence on the day of the funeral. A near relative shall be defined as first cousin, grandparent-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

## V. Compensated Professional Leaves of Absence

- **Sabbatical Leave**

To be eligible for sabbatical leave or a professional development leave, an employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be with the MASD.

A sabbatical leave may be taken for a half or full school term or for two (2) half school terms during a period of two (2) years, at the option of the employee.

The total number of administrative employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees.

During the period of sabbatical leave, an employee shall be compensated at least one-half (1/2) of the salary to which s/he would have been entitled had the employee not taken leave.

An employee on leave is still a full-time regular employee of the district in the position s/he occupied at the time the sabbatical was granted. The employee's rights as to service, increments, and pensions shall continue unaffected by the leave.

## VI. Vacation Days

All twelve (12) month employees will be entitled to twenty-two (22) vacation days for each full year of employment.

Twelve month administrative employees who work less than a full year in the first year of service will receive that fraction of the total allotted vacation days based on the number of months of actual work.

Vacation time must be scheduled and taken by May 1<sup>st</sup>, following the time when the vacation was earned. Because of the nature of their work during the summer months, central office administrators are exempt from the May 1<sup>st</sup> deadline subject to the Superintendent's approval. You may only carry 5

vacation days past January 1 and they can be used at any time prior to May 1<sup>st</sup>.

## **VII. Mileage Reimbursement**

Reimbursement for travel will be made monthly and according to the determined amount each year. A mileage report needs to be completed and turned into the business office at the end of each month.

## **VIII. Health Care**

- Health – Keystone HMO will be the provider of health insurance benefits. Administrative employees shall contribute the same amount per month toward the cost of health coverage as is in the teachers' contract.

- **Spousal Buy-Out Program Details**

Any employee may elect to withdraw from the hospitalization insurance benefit program and in lieu thereof, receive a payment of \$ 6,000 for each year the employee does not participate. Should the employee elect to retain dental and vision coverage, the annual payment will be reduced to \$4,800.

The employee withdrawing from the insurance program must notify the director of administrative services in writing stating his/her intentions to withdraw.

Such written notice must indicate a specific cancellation date. Such written notice must be submitted on a district form available through the director of administrative services office.

The monetary benefit detailed above shall be paid in the succeeding month the employee is not enrolled.

The employee may rejoin the insurance program at any time by written notice delivered to the director of administrative services. Coverage will be effective the first of the month following receipt of written notice to rejoin.

- **Other Coverage**

Dental – ACSHIC Program (currently United Concordia)

Vision – ACSHIC Program (currently Davis Vision)

Life – All administrative employees shall receive life insurance policies equivalent to their salaries.

All administrative employees shall receive the same benefits as all professional employees.

**IX. Credit Reimbursement**

Act 93/Administrative employees will receive tuition reimbursement for courses pre-approved, in writing, by the Superintendent. The District will reimburse seventy-five (75%) percent of the cost of the tuition upon the successful completion of the course(s). The employee will be responsible for the balance.

Administrators receiving reimbursement for the courses completed are required to remain in the employment of the McKeesport Area School District for a period of two (2) years following the completion of the courses taken, except for the death of the individual. If the administrator leaves the district for other employment or for any other reason within a period of two (2) years following completion of their last course, he/she will be required to reimburse the District a prorated amount received from the District during the three years prior to his/her last work day. An Act 93 employee that is taking advantage of tuition reimbursement must show evidence that they have completed their academic program within 6 years of enrolling. Tuition will not be reimbursed after the 6<sup>th</sup> year. If an employee withdraws from a program in which he/she has received credit reimbursement from the district, and later re-enrolls causing the employee to be required to re-take courses, the District will not reimburse said employee for any courses re-taken.

Any administrator, employed under the terms of a contract, whose contract is not renewed by the District, is not subject to the terms of this section.

**X. Earned Doctorate**

Administrators who earn a doctorate degree, during the term of this agreement, will receive a \$3,000 salary adjustment upon completion of that degree.

**XI Conferences**

Thirty-three percent (33%) of the administrative staff shall be eligible to attend out-of-state conferences each year. Thirty-three percent (33%) of the other administrators may attend conferences beyond 100 miles within the state. A rotating system shall be established to give all administrators an opportunity to take advantage of this professional growth opportunity. No administrator is able to attend an out of state conference two years in a row. One day workshops or meetings are not considered part of this policy. All administrative staff members wishing to attend workshops, conferences and conventions must submit a conference request form prior to attending the event. If a conference advance is expected after school board approval, an advance check will be issued along with a convention and conference expense account form. This form must be returned along with any refund on the date specified on the form (10 working days after return from the trip). All receipt must also accompany the expense form for expenses being charges to the district. All checks should be made payable to McKeesport Area School District. A conference report shall be submitted to the superintendent, the Board president and a copy on file in the Board Clerk's office. Administrators should be given the opportunity to share information at administrative meetings. The Board may, at its discretion, approve conferences that go beyond this policy.



**XII. Professional Membership**

Membership dues shall be paid in one professional organization of the employee's choosing. The Board may approve more than one membership if the Board deems it as important or critical in the operation of the School District or for the training and growth of the administrative employee.

**XIII. Act 93 Evaluations**

If an Act 93 employee receives an evaluation of 69% or less of the total available points, then an improvement plan will be developed by that employee with a peer review committee. The peer review committee will consist of the superintendent, assistant superintendent and two (2) Act 93 employees. The duration of the initial improvement plan will be one (1) school year at a minimum. The peer review committee will monitor the improvement plan and re-evaluate the Act 93 employee at the end of the following school year. If the evaluation continues to be 69% or less of the total available points, the Act 93 employee will not receive the Act 93 approved raise for that school year and subsequent years until the evaluation improves to a score of more than 69% of the total available points. The improvement plan will continue until the Act 93 employee earns an evaluation of more than 69% of the total available points.

**XIV. Compensation**

- Act 93 Members who are evaluated according to the above evaluation scale will receive the following merit based salary increases each July 1<sup>st</sup> anniversary date of this agreement (except as noted below):

90-100 points	\$2,400 increase
80-89 points	\$1,700 increase
70-79 points	\$1,000 increase
Below 70 points	no increase

- Any employee that does not have an approved PDE evaluation or other evaluation system based on the same scale as listed in Section XIII above will receive an annual increase of two (2%) percent, not to exceed \$2,000, until an approved evaluation is available.
- For the 2015-2016 year of this agreement, all Act93/Administrative employees will remain at their 2014-2015 salary for the first thirteen (13) pays and then move to their 2015-2016 salary beginning the fourteenth (14<sup>th</sup>) pay.