

NORTHAMPTON AREA SCHOOL DISTRICT



ACT 93 ADMINISTRATIVE COMPENSATION PLAN

JULY 1, 2013 – JUNE 30, 2016

This agreement is made and entered into this 14th day of March, 2013 by and between the Northampton Area Board of Education (hereinafter referred to as the "Board") and the Northampton Area Act 93 Administrators (hereinafter referred to as the "Act 93 Administrators"), to cover the school years 2013-14 through 2015-16 as hereinafter provided.

BENEFITS

I. SICK LEAVE

The Northampton Area School District affords its eligible employees with leave as set forth in school district policy. Act 93 Administrators are eligible for twelve days of paid sick leave time per year. These days are earned at the rate of one day for each full calendar month of employment to the maximum of twelve days. Sick leave time is cumulative with no limit to the maximum number of days an administrator may accumulate. During sick leave, an administrator's regular salary will continue for the number of sick days available.

Upon termination of employment with satisfactory performance, retirement, or death, the employer shall make a non-elective employer contribution to the employee's 403(b) plan in an amount equal to that received by the members of the professional collective bargaining unit but not less than \$80.00 for each day of accumulated sick leave with the exception of sick days transferred from another district. The employee shall have no cash option.

A maximum of 75 days of sick leave can be transferred from another district, which shall not be used in determining severance pay or "bonus days."

II. PERSONAL DAYS

The Northampton Area School District affords its eligible employees with leave as set forth in school district policy. Act 93 Administrators will be eligible for three personal days per year. Unused personal days in any given year may either be added to accumulated sick leave or be compensated at the sum of \$75.00 for each unused personal day at the end of the year (June 30). Act 93 Administrators employed one hundred eighty (180) days or more of the school year (beginning July 1) shall be entitled to three (3) personal days. Administrators employed between one hundred seventy-nine (179) days and one hundred twenty (120) days of a school year (beginning July 1) shall be entitled to two (2) personal days. Administrators employed between one hundred nineteen (119) days and sixty (60) days of school year (beginning July 1) shall receive one (1) personal day. Those administrators employed fifty-nine (59) days or less of a school year (beginning July 1) shall receive no personal days.

III. SABBATICAL LEAVE

Act 93 Administrators are entitled to sabbatical leave as established for all professional employees and shall be entitled to all rights as specified in the Pennsylvania School Code. All fringe benefits remain in place while on leave.

IV. BEREAVEMENT LEAVE – DEATH IN IMMEDIATE FAMILY

Whenever Act 93 administrators are absent from work because of death in the immediate family there shall be no deduction in salary or sick days charged for absence from the day of death until the day after the funeral. The administrator shall return on the second working day after the funeral or use paid leave, to a maximum of five (5) days. Members of the immediate family are: Father, mother, sister, brother, 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 administrator makes his or her home.

V. BEREAVEMENT LEAVE – DEATH OF NEAR RELATIVE

Whenever Act 93 administrators are absent from work because of death of a near relative there shall be no deduction in salary or sick days charged for absence on the day of the funeral. A near relative is a first cousin, grandfather, grandfather-in-law, grandmother, grandmother-in-law, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

VI. JURY DUTY OR SUBPOENA

Absence for jury duty or on subpoena as a witness in a court case shall be excused except in non-school related cases initiated by the employee. The School District will pay the difference between the regular daily earnings and the fee received for jury duty.

VII. VACATION DAYS

Upon hiring, Act 93 administrators are entitled to 22 days of vacation. Vacation begins accruing from the onset of employment at a rate of 22 days per school year or 1.83 per month. Vacation earned during any school year may be used any time prior to December 31 of the second (2nd) school year following the one in which earned (e.g. vacation earned in the 2013-14 school year may be used anytime up to December 31, 2015.) Administrators shall be permitted to accumulate up to 30 days vacation as of December 31 of the second year following the one in which earned. Vacation days, which remain after the aforementioned time span in which they can be used, will convert to sick days after December 31 of the second school year following the one in which earned.

Unused vacation days earned or still unused from the previous 18 month time span in which vacation must be taken in the final year before termination, death, and/or retirement will be reimbursed at the per diem rate to that employee or his/her estate. (E.g. If in the 2014-15 school year an employee leaves or dies in November, he/she or his/her estate would be paid at the per diem rate for the 8 vacation days earned during that year and any unused vacation days earned from the 2013-14 school year.) If an Act 93 administrator terminates employment prior to the initial 18 months of employment, only those remaining days accrued (earned) will be reimbursed at that time.

Vacation for Act 93 administrators will not be generally granted during the first full week after the close of school as noted on the original school calendar and during the

week prior to the opening of school. These are critical times of school operation. These two blocks of time provide the Superintendent additional common days when he/she can meet with all administrative personnel for planning and other related activities.

VIII. PAID HOLIDAYS

Act 93 administrators are eligible for the following 13 paid holidays:

Independence Day	Day After Christmas
Labor Day	New Year's Eve
Thanksgiving Day	New Year's Day
Friday After Thanksgiving Day	President's Day
Monday After Thanksgiving Day	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

Act 93 administrators shall be required to work one day over the Christmas holiday and one day over the Easter holiday or use paid vacation or personal days provided school is not in session. If students are in attendance on such days, administrators shall report to work or use paid vacation or personal days. There will be no trade time permitted for such a situation when students are in session.

IX. MEDICAL COVERAGE/MAJOR MEDICAL

Full family coverage is provided to Act 93 administrators with an employee premium share contribution via payroll deduction of \$80.00/month in Year 1, \$85.00/month in Year 2, and \$90.00/month in Year 3 of this Agreement. Benefits shall be offered for the employee's children until their 26th birthday pursuant to the Patient Protection and Affordable Care Act of 2010 or in the absence of federal or state law to the contrary, benefits shall be offered for the employee's children if they are over 18 and below age 23 and are attending schools or colleges on a full time basis and have no other group insurer and such schools or colleges are accredited by a crediting organization recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

Preferred Provider Organization (PPO) with an in network deductible of \$250 for an individual and \$450 per family and out of network deductible of \$400 per person and \$1,000 per family to an annual maximum of \$6,000 out of network per family. Covered office visits and preventative care will be provided as shown in the Schedule of Benefits at a cost of \$20 per office visit payable by the employee to the provider at the time of the visit. Payment for Covered Services performed by Participating Professional Providers will be made to the Professional Provider for the negotiated fee for the amount charged, at the rate shown under Percentage Payable in the Schedule of Benefits. The Covered Person is responsible for any Deductible, Coinsurance, amounts exceeding the maximum or for any services, which are not covered. The sum of the Covered Person's payment and the Plan's payment will be accepted as payment in full provided that the Covered Person's payment is made to the Participating Professional Provider within 60 days of notification by the Plan. If the Covered Person's payment is not made within 60 days, the Participating Provider may bill the Covered Person the difference between the charge and the Usual, Customary and Reasonable (UCR) allowance.

Payment for Covered Services by Non-Participating Professional Providers will be made to the Covered Person at the rate shown under Percentage Payable in the Schedule of Benefits, of the UCR allowance or the amount charged, whichever is less. Such payment will constitute full discharge of the Plan's liability. Non-Participating Professional Providers are not obligated to accept the UCR allowance as payment in full. The Covered Person is responsible for payment of any remaining charges.

The lifetime maximum coverage shall be \$2,000,000.

Mandatory pre-authorization applies to all inpatient admissions and outpatient elective surgery. It also provides for the Pre-Admission Certification prior to any non-maternity, non-emergency hospital admission. Second opinions are not mandatory, but will be covered by the Board. Failure to comply with the Pre-Certification portion of the program could result in the member paying 20% of the service that was provided. Individual case management is available under this program on a voluntary basis.

During the term of this agreement, the Board reserves the right to select an alternate carrier to the extent that the District provides comparable coverage. The level of benefits will remain the same or as similar as possible to the current level of benefits.

X. DENTAL INSURANCE

Full family coverage is provided to all Act 93 administrators. Benefits are provided for unmarried dependent children to age 23 if such children over 18 are attending accredited schools or colleges on a full-time basis and have no other type of group insurer.

Basic plan services or comparable coverage with another carrier including preventative and restorative care is paid on 100% of UCR or 100% of the actual charge, whichever is lower. Supplemental services including single crowns, inlay, onlay and oral surgery are paid at 80% of UCR or 80% of the actual charge, whichever is lower. Supplemental services including dentures and bridges are paid at 50% of UCR for prosthetic costs or 50% of the actual charge, whichever is lower.

The annual maximum dental benefit of \$2,000 per insured.

Orthodontic service is available for dependents under the age of 19 to a lifetime maximum of \$1,000.00.

During the term of this agreement, the Board reserves the right to select an alternate carrier to the extent that the District provides comparable coverage. The level of benefits will remain the same or as similar as possible to the current level of benefits.

XI. VISION INSURANCE

Full family coverage is provided to all Act 93 administrators. Benefits are provided for unmarried dependent children to age 23 if such children over 18 are attending accredited schools or colleges on a full-time basis and have no other type of group insurer. Payment for eye examinations, refraction and post-refractive services is made on the

basis of the UCR method with a maximum combined allowance for single vision lenses and frames of \$70.00.

During the term of this agreement, the Board reserves the right to select an alternate carrier to the extent that the District provides comparable coverage. The level of benefits will remain the same or as similar as possible to the current level of benefits.

XII. PRESCRIPTION DRUGS

Full family coverage is provided to all Act 93 administrators. Benefits shall be offered for the employee's children until their 26th birthday pursuant to the Patient Protection and Affordable Care Act of 2010 or in the absence of federal or state law to the contrary, benefits shall be offered for the employee's children if they are over 18 and below age 23 and are attending schools or colleges on a full time basis and have no other group insurer and such schools or colleges are accredited by a crediting organization recognized by the Council for Higher Education Accreditation and the U.S. Department of Education.

RETAIL/PHARMACY (30 Day Supp.)

Brand - 20% with a Max of \$50

Multi-Source - 25% with a Max of \$50

Generic - 10% with a max of \$25

Deductible - \$25.00

HOME DELIVERY/MAIL ORDER (Max. 90 Day Supply):

Brand - 10% with a max of \$25

Multi-Source - 15% with a Max of \$25

Generic - 5% with a Max of \$15

No Deductible

During the term of this agreement, the Board reserves the right to select an alternate carrier to the extent that the District provides comparable coverage. The level of benefits will remain the same or as similar as possible to the current level of benefits.

XIII. SECTION 125 MEDICAL FLEXIBLE SPENDING AND DEPENDENT/ ELDER CARE SPENDING ACCOUNTS

All Act 93 employees shall be eligible to participate in medical flexible spending and dependent/elder care spending accounts allowable under IRS Section 125 of the Tax Code. These accounts will allow Act 93 employees to make contributions to the plan per the plan guidelines which will be administered by a third party administrator (TPA). The Board shall reserve the right to modify the plan design or TPA at any time at its discretion.

XIV. PHYSICAL EXAMINATION

A complete physical examination every two years is provided for Act 93 administrators under 40 years of age. For those administrators 40 year of age and over a physical is provided every year. The District shall pay a sum not to exceed \$175.00 for this examination.

XV. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT

Group term insurance for each Act 93 administrator is provided in the amount of two times the annual salary rounded to the next highest \$1,000.00 with the total premium cost paid by the district. If an employee dies of any cause, the insurance proceeds will be paid to his or her beneficiary in the manner as they have designated. This policy includes double indemnity for accidental death or dismemberment.

Upon retirement at any age, an administrator can convert his/her term life insurance with the same insurance carrier without a physical examination subject to the operating rules and guidelines of the insurance provider. Under no circumstances will the district be a self-insurer under this provision.

Also, Act 93 personnel will have the option of purchasing additional term life insurance that will be paid for by the employee. The employer establishes a cap in the amount of \$250,000.00.

XVI. LONG TERM DISABILITY

The District provides long-term disability insurance for all Act 93 administrators. Employees will receive 66 2/3% of their monthly salary beginning on the 31st day of absence or at the end of their accumulated sick leave, whichever is later, to age 70.

This insurance shall be subject to the operating rules and guidelines of the insurance provider. Under no circumstances will the district be a self-insurer under this provision.

XVII. SEVERANCE PAYMENT

Upon separation from employment with twenty years of continuous full-time service or upon superannuation retirement, the employer shall make a non-elective employer contribution to the Act 93 administrator's 403(b) plan as severance. If severance of employment is caused by the death of the administrator, severance payment will be made to the estate of the deceased despite length of service. The amount of severance is determined by the following formula:

1. Each year of service shall be calculated from July 1 to June 30 (year of service).
2. The maximum severance contribution for each year of service shall be \$402.00 during the term of the agreement. If an administrator worked less than 12 calendar months in any year of service for any reason other than sickness, the maximum severance pay for each year shall be the sum of \$33.50 multiplied by the number of full calendar months of service the administrator worked in that year up to a maximum of \$402.00 per year.
3. During the term of the agreement, for each day of paid sick leave taken by an administrator in any year, there shall be deducted from the maximum severance pay for the year the sum of \$33.50, but the total deduction shall not exceed the maximum severance pay for the year.
4. The employee shall have no cash option.

XVIII. TUITION REIMBURSEMENT

Act 93 administrators will be reimbursed 100% of the semester hour tuition and fees actually paid by the administrator not to exceed twelve (12) credits per year maximum in any school year. The following conditions shall apply in determining eligibility for reimbursement:

- a. The course is accepted for credit towards either a Master's Degree, Master's Plus Credit Status, or Doctorate Degree. Under certain circumstances, undergraduate credits may be accepted for tuition reimbursement when recommended by the Superintendent and approved in advance by the Superintendent. Such courses may be selected for a specific purpose, which is explained in writing when making the request for approval to the Superintendent.
- b. Courses (undergraduate or graduate) must be within the scope of a person's educational administration certificate to be accepted for reimbursement, or courses which, in the opinion of the Superintendent, will assist the administrator in maintaining and improving his skills or his competency in his field or in administration.
- c. The college offering the course is approved by the American Association of Colleges and Secondary Schools or any education institution as approved by the Superintendent.
- d. The administrator completes the course with a "B" or better grade. In the case of pass-fail courses, a "pass" grade will be accepted.
- e. Prior to the opening session of the course, the administrator applies on a School District form to the Superintendent for such reimbursement.
- f. The administrator must submit a copy of the approved application form along with a student grade card within two (2) months after completion of the course(s).
- g. In the event that any of the above criteria are not achieved by the administrator or approved by the Superintendent, the administrator is responsible for repayment to the District of any tuition and fees paid in advance by the District.
- h. In the event the administrator resigns within three (3) years of completion of a district reimbursed course, the administrator will be required to refund a pro rata share of the tuition reimbursement calculated on a monthly basis (1/36th per month not employed). Administrators who retire from PSERS with superannuation or permanent PSERS disability retirement are exempt from this provision.

2. GRANTS OR FELLOWSHIPS

Funds received for tuition through a grant or fellowship shall be deducted from the basic tuition before computing the 100 percent reimbursement of the Board of Education.

XIX. PROFESSIONAL MEMBERSHIP

Upon approval of the Superintendent, the District will pay for professional memberships in organizations of the administrator's choice. In reviewing the requests as part of the budgetary process, the Superintendent will consider the relationship of the organization(s) to the responsibilities of the administrator.

XX. PASS TO ALL SCHOOL PROGRAMS

All Act 93 administrators will be given passes for all school programs.

XXI. RETIREMENT INCENTIVE

1. Eligibility shall be based on the Act 93 administrator qualifying for retirement under the requirements of the PSERS at the time of retirement; actually receiving a PSERS annuity payment; and having been employed continuously in the Northampton Area School District for a minimum of thirteen (13) years. Any of the eligibility requirements may be waived at the sole discretion of the Board of Education.
2. Notification to participate in the Retirement Incentive must be received 150 days prior to the date of intended retirement in order to be eligible for the incentive.
3. The Retirement Incentive will not be available to any Act 93 administrator who takes a sabbatical leave during the school year prior to the year in which the administrator plans to retire. The Board of Education may, at its discretion, waive this requirement.
4. The Retirement Incentive will not be available to any employee who is on, or becomes eligible for, disability retirement.

A. Benefits Coverage

Individuals employed continuously in the Northampton Area School District for a minimum of thirteen (13) years and who meet the above eligibility criteria, shall be eligible for retirement incentive as follows:

An individual who meets the definition of "superannuation" in 2013-14 (i.e., 35 years service/55 years of age; 30 years of service/60 years of age; or 62 years of age with PSERS service) would be eligible to receive \$45,000 credited toward the cost of medical insurance premiums.

These funds will be placed in an escrow account held by the District and shall be used at the discretion of the retiree for the sole purpose of medical benefit premium costs with no option for cash payment.

Premiums paid by the retiree shall be reimbursed quarterly from their account upon presentation of paid receipts. Retirees may purchase medical coverage from the vendor of their choice to maximize the available funds. Upon death of the retiree, the retiree's surviving spouse may continue to access the funds for payment of their medical insurance premiums until the funds are exhausted or they are eligible for another group health plan.

Retirees participating in the District's group medical plan, may add, delete or modify their coverage once per year during an annual open enrollment period of May 1-15 each year. Benefit choices made during this open enrollment period will be effective July 1 and will remain in effect until modified in a subsequent open enrollment period or there is a change in family status or a life event (death, divorce, adoption, marriage) or loss of coverage due to loss of spouse's employment.

XXII. PROFESSIONAL COMPENSATION

For each year of this contract, the salary increase for the Act 93 Administrators will be 2% of the following calculation: total salaries of all Act 93 Administrators, as of June 30 of the then current year, divided by the total number of Act 93 Administrators. The 2% calculation provides an average salary increase. All Act 93 Administrators will receive the same increase in each fiscal year. Starting salaries shall be set forth in Appendix A that is made a part of this agreement by reference.

XXIII. DIRECT DEPOSIT

Act 93 Administrators shall receive their paychecks via direct deposit. Act 93 Administrators may designate up to three (3) banking institutions or three (3) accounts with one (1) bank. Employees will receive a biweekly statement.

XXIV. TERM OF AGREEMENT

The term of this agreement shall begin on July 1, 2013 and shall continue in full force and effect until June 30, 2016, or until such later date as the parties may hereinafter agree is to be the extended ending date. Any such ending date shall be evidenced by an amendment to this agreement. To this amendment, both parties shall signify their approval by affixing their signatures thereto.

The parties agree, with reference to the negotiations of this agreement that all requirements of the law have been complied with.

Act 93 Representative

David Papp

President, Northampton Area Board of Education

Act 93 Representative

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Secretary, Northampton Area Board of Education

Act 93 Representative

3/11/13

Date

Act 93 Representative

Act 93 Representative

Date

APPENDIX A

**RANGES
ACT 93 PERSONNEL**

<u>POSITION</u>	<u>HIRING RANGE</u>	<u>HIRING RANGE</u>
	<u>min</u>	<u>max</u>
LEVEL 1 Principal – SH	\$85,000	\$118,000
Principal – MS	\$79,000	\$110,000
Principal - Elem	\$80,000	\$110,000
LEVEL 2 Director - Special Ed	\$75,000	\$104,000
Director - C & I	\$73,000	\$102,000
Director – Data, Grants	\$73,000	\$102,000
Director - Technology	\$71,000	\$98,000
Director - Operations	\$61,000	\$85,000
LEVEL 3 Asst. Principal - SH	\$60,000	\$83,000
Asst. Principal - MS	\$52,000	\$72,000
Asst. Principal – Elem.	\$50,000	\$72,000
Math Supervisor	\$50,000	\$72,000
Asst.Dir. Of Sp.Ed	\$60,000	\$83,000
LEVEL 4 Athletic Director	\$64,000	\$88,000
Psychologist	\$67,000	\$93,000
LEVEL 5 Supr. For Human Resources And Child Acct.	\$48,000	\$67,000
Instr. Technology Specialist	\$55,000	\$76,000
LEVEL 6 Network Specialist	\$51,000	\$72,000
Asst. Network Specialist	\$42,000	\$60,000
Acctg. Supr	\$48,000	\$67,000
Transp Supr	\$44,000	\$62,000
Tax Office Supr	\$39,000	\$55,000
Maintenance Supr	\$42,000	\$59,000
Custodial Supr	\$42,000	\$59,000

Ranges are effective for hiring purposes through the term of this agreement. Ranges reflect the base salary only. Levels will be reviewed as a part of the Act 93 Meet and Discuss sessions during the term of this agreement.