

before and the day immediately after a holiday, unless the member is on an approved leave. Holiday leave will be granted only during the calendar year in which the member becomes entitled to it. If a member works on a holiday due to an emergency or because students are reporting to school on such holiday, the member shall be entitled to a compensatory day to be taken during the calendar year in which the member becomes entitled to it. When one of the holidays specified herein is observed during a member's vacation, the member shall be entitled to one additional day of vacation. If one of the holidays specified herein occurs on a Saturday, he/she shall receive the preceding Friday off. If one of the holidays specified herein occurs on a Sunday, he/she shall receive the following Monday off. If school is in session on the preceding Friday or following Monday, then the member shall receive one compensatory day to be taken during the calendar year in which the member becomes entitled to it. In addition, the member must be in compensable status the day before and the day after the holiday to be eligible for the holiday. If a member is on sick leave during a holiday and such member would otherwise be entitled to the paid holiday, then such member shall not have the holiday charged against his/her sick leave.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 11th day of February, 2016.

Penns Manor Area School District:

By: 

John Hardesty, Sr., Administrative
Compensation Committee, Chair

By: 

Daren Johnston, Superintendent

Act 93 Group member:



David Grimaldi
Elementary Principal

Pennsylvania. Prior approval shall be granted if the courses will enhance the effectiveness of the employee in his/her current assigned position.

The Act 93 Group member must achieve a minimum grade of "B" in order to qualify for tuition reimbursement. The Act 93 Group member shall submit proof of successful completion of all approved courses to the Business Manager prior to receipt of tuition reimbursement. The Act 93 Group member must remain employed with the District for three (3) years following tuition reimbursement for an approved course(s) or the Act 93 Group member will be obligated to repay the District a pro-rated amount of tuition reimbursement based upon the number of years the member remained employed with the District after receiving the tuition reimbursement. An Act 93 Group member who remains with the District two (2) years or more but less than three (3) years after receipt of the tuition reimbursement shall be obligated to repay the District thirty-three and one-third percent (33-1/3%) of the amount of tuition reimbursed to the member. An Act 93 Group member who remains with the District one (1) year or more but less than two (2) years after receipt of the tuition reimbursement shall be obligated to repay the District sixty-six and two-thirds percent (66-2/3%) of the amount of tuition reimbursed to the member. An Act 93 Group member who remains with the District less than one year after receipt of the tuition reimbursement shall be obligated to repay the District one hundred percent (100%) of the amount of the tuition reimbursed to the member.

Section 19. Nonresident Student Attendance. The District agrees to permit nonresident students of Act 93 Group members to attend the Penns Manor Area School District at tuition rate of \$1,250.00 per student. The District reserves the right to deny admission to any such nonresident student where the education facility or programs maintained for the current students of the District is inadequate to meet the needs of the nonresident student applicant. Further, the District reserves the right to make enrollment of any such nonresident student conditioned upon maintaining established standards of attendance, discipline and academics.

12. **PROFESSIONAL MEETINGS:** The Act 93 Group members shall attend appropriate professional meetings at the local, state and national level. Membership dues for these professional associations will be paid by the District. Expenses for attendance at professional meetings shall be authorized and paid by the School District as determined by the Board of School Directors of District.

13. **ADVERSE CRITICISM:** Any adverse criticism by a supervisor, administrator, or board member of an Act 93 Group member shall be made in confidence and not in the presence of students, parents or other public gatherings.

14. **PAID HOLIDAYS:** The Act 93 Group member shall receive the following holidays with pay if such holiday falls on a weekday: New Year's Day; Good Friday; Memorial Day; July 4th; Labor Day; Veterans' Day; Thanksgiving Day, and the Friday and Monday after Thanksgiving Day; the day before Christmas, Christmas Day and the day after Christmas, provided that the students are not reporting to school on such holiday. To be eligible for paid holidays, the member must work the day immediately

four (4) years, which hospitalization coverage shall be the same coverage as provided by the District to its Act 93 Group members during such period of time. The Act 93 Group member understands and agrees that the benefits and coverage of such hospitalization during the four (4) year period may vary from time to time. Further, a spouse shall not be considered eligible for coverage if the spouse was not eligible for coverage while the retiring member was employed by the District. If the District offers its Act 93 Group members a choice of hospitalization coverage plans, the District will provide the member's eligible spouse and/or dependents with the coverage plan selected by the District. The retiring Act 93 Group member shall be entitled to continue said hospitalization benefit beyond the four (4) years for additional twelve (12) month periods for each block of thirty (30) unused sick days accrued on the date of retirement, or by paying the District eighteen hundred dollars (\$1,800.00) in lieu of the block of thirty (30) unused sick days. This election must be made at the time of retirement of the member. Should the spouse and/or dependents die before receiving the entire benefit, the remaining value of the unused sick days, or cash payment, shall be paid to the retiring member.

If the Act 93 Group member does not qualify for the Early Retirement Incentive Program under this section, but either retires early or under the disability provisions of PSERS, he/she shall be eligible to continue membership in the group insurance coverage plans pertaining to hospitalization insurance, dental insurance and vision insurance, as provided by the District to its Act 93 Group members from time to time, and subject to payment by the member of the monthly group rate premiums prior to their due dates. It is understood that a default or late payment will cause the member to be dropped permanently from the group insurance program.

If the Act 93 Group member retires under this section and qualifies for the Early Retirement Incentive Program the member shall receive payments according to the following schedule:

Age as of Effective Date of Retirement	Payment per month	Number of months
55	\$500.00	36
56	\$450.00	36
57	\$400.00	36
58	\$350.00	36
59	\$300.00	36
60	\$250.00	24
61	\$250.00	12
62	\$250.00	12
63	\$250.00	12
64	\$250.00	12

Section 18: Tuition Reimbursement. The Act 93 Group member shall be reimbursed at eighty (80%) percent of the cost per credit at Indiana University of

otherwise qualifies for the Program, the member must also meet the following requirements to be eligible for the benefits of the Program:

1. Shall submit a notification of retirement on or before March 1 of the year the individual is planning to retire.
2. Shall not retire on permanent disability.
3. Shall have been employed in the Penns Manor Area School District at least ten (10) years.

The eligible Act 93 Group member who has met all of the requirements for participation in the Program as set forth herein and has retired under the Program, shall receive the monthly retirement payments calculated in accordance with the schedule set forth herein below. If the Act 93 Group member should die before receiving all of the monthly payments calculated in accordance with the schedule set forth below, the Act 93 Group member's estate shall be paid the remaining monthly retirement payments on a monthly basis until such time as the monthly payments have been completely paid.

Further, if the Act 93 Group member is eligible to participate in the Program and retires under the Program, the individual member shall be provided with District-paid hospitalization until reaching his/her sixty-fifth (65th) birthday or reaching eligibility for Medicare, whichever is later (herein referred to as the "eligibility period"), as determined by Penns Manor Area School District, and which hospitalization coverage shall be the same coverage as provided by the District to its Act 93 Group members during such period of time. The Act 93 Group member understands and agrees that the benefits and coverage of such hospitalization during the eligibility period may vary from time to time. If the District offers its Act 93 Group members a choice of hospitalization coverage plans, the District will provide the member with the coverage plan selected by the District. If at any time between the date of retirement and the expiration of the eligibility period the Act 93 Group member attains employment and through such employment becomes eligible for employer-paid hospitalization coverage, then in such case, the member shall so notify the District in writing and the District shall have no further obligation to continue to provide District-paid hospitalization to the member during the period of such employment. However, in the event the member subsequently becomes unemployed and the eligibility period as defined above has not yet expired, upon written notification by the member to the District, the District shall reinstate the hospitalization as provided for herein to the member either during the open enrollment period or when permitted due to a qualified event as per the Internal Revenue Code, if applicable. Further, if the Act 93 Group member is eligible to participate in the Program and retires under the Program, the member shall remain eligible for membership in the group insurance coverage plans pertaining to dental insurance and vision insurance at the level of dental coverage and vision coverage provided by the District from time to time to its Act 93 Group members, by payment by the member of the monthly group rate premium prior to their due dates. It is understood that a default or late payment will cause the Act 93 Group member to be dropped permanently from the group insurance program. Further, the retiring Act 93 Group member shall be entitled to receive employer-paid hospitalization for the retiring member's eligible spouse and/or dependents for a period of

statute, except as specifically provided herein. All definitions within this Section shall correspond to those defined in the FMLA and its regulations.

2. Where spouses work for the District, both shall be eligible for FMLA leave rights.
3. For purposes of complying with the FMLA, a twelve (12) month period shall correlate with the members work year extending from July 1 to June 30 of the following year.
4. Other paid or unpaid leave provided for in this Agreement or by statute shall not be used for FMLA qualifying purposes, unless specifically requested as such by the member.
5. Upon return from FMLA leave, the member shall be treated consistent with the provisions of other leave.
6. No second opinion shall be required from a member utilizing FMLA medical leave for family members.

Section 14. Work Related Injury. In case of absence due to injury at work, the first seven (7) days shall not be deducted from the Act 93 Group member's sick days, however, if the absence is in excess of the fourteen (14) day limit, the member shall reimburse the District for any monies received during the initial seven (7) day period or said days shall be deducted from the member's sick leave entitlement.

Section 15. Jury Duty. The Act 93 Group member shall be permitted to serve jury duty and shall receive a full pay for each day that member serves on jury duty less the amount of monies paid to the member for such service on jury duty. An Act 93 Group member subpoenaed to attend court for a school related matter shall be granted leave with pay for such purpose. Evidence in the form of a subpoena or other written notification shall be presented to the Superintendent of Schools as far in advance as is practical. The member shall receive full pay for each day of absence due to attendance in court for a school related matter as a result of a subpoena or other acceptable written notification, less the amount of monies paid for such service as a subpoenaed witness.

Section 16. Travel Expense. District shall reimburse the Act 93 Group member who is authorized to use their personal automobile for official school business for each authorized mile at the allowable rate established by the Internal Revenue Service.

Section 17. Voluntary Early Retirement Incentive. Provided that the Act 93 Group member has twenty-five (25) or more years of credited service under the Pennsylvania Public School Employee's Retirement System, and is at least fifty-five (55) years of age, the member, subject to the terms and conditions set forth below, shall be eligible for the early retirement benefits (hereinafter referred to as the "Early Retirement Incentive Program") or ("the Program"). Provided that the Act 93 Group member

Superintendent of the anticipated duration of the maternity leave at least two (2) weeks in advance of the commencement of the leave period. Such leave shall be granted for a period of time up to twelve (12) months.

A pregnant Act 93 Group member shall not be required to leave prior to the childbirth unless she can no longer satisfactorily perform the duties of her position.

Every female Act 93 Group member shall have the right to return to the same position she held before going on maternity leave or to an equivalent position for which she is certified.

Upon return from maternity leave, a female Act 93 Group member shall retain and accrue all seniority rights. Pension rights shall be retained that had accrued up to the time of her leave, but pension rights shall not accrue during the period of the leave.

A female Act 93 Group member shall be entitled to use accrued sick leave for the period she is unable to work for medical reasons as certified by a physician. All other periods of leave related to childbirth leave shall be leave without pay. A female Act 93 Group member shall not earn sick leave while she is on maternity leave without pay.

Section 11. Leave Without Pay. An Act 93 Group member may be granted leaves of absence without pay at the sole discretion of the District for such purposes and for such periods of time as may be authorized by the District.

Section 12. Prolonged Illness or Disability. An Act 93 Group member may be granted, upon request, a leave of absence without pay on account of prolonged illness or disability subject to the following conditions:

1. Such leave shall begin after the Act 93 Group member's sick leave and sabbatical leave (if eligible) have been exhausted.
2. The duration of such leave will be flexible, depending upon the circumstances (medical advice, District needs), up to one (1) calendar year.
3. A certificate of the Act 93 Group member's physician as to fitness to perform required duties shall be a prerequisite to his/her return to work at the expiration of the leave at the expense of the member.
4. Sick leave shall not accrue during the period of said extended leave.

Section 13. Family and Medical Leave. The District shall comply with the requirements of the Family and Medical Leave Act of 1993, as amended, (hereinafter referred to as "FMLA") and the corresponding administrative regulations, including the following clarifying provisions:

1. Nothing contained in this Agreement shall be construed to lessen or diminish the rights guaranteed to the Act 93 Group member under the FMLA. Further, nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this Agreement or guaranteed by

This payment of Sick Leave Incentive Pay shall be separate and apart from any payment to which the Act 93 Group member shall be entitled to upon retirement from the District for accumulated sick leave. Further, the payment of Sick Leave Incentive Pay shall not affect the calculation of the number of days considered for sick leave accumulation.

Section 6. Bereavement Leave. The District shall grant to the Act 93 Group member five (5) consecutive workdays with pay when the member experiences a death in the immediate family. Such bereavement leave days will only be granted within a seven (7) consecutive calendar day period immediately following the death of any immediate family member. Members of the immediate family shall be defined as follows: father, mother, brother, sister, son, daughter, step child, husband, wife, grandparents, 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 member has made his/her home. The District shall grant the Act 93 Group member two (2) consecutive workdays (which shall include the day of the funeral) with pay when the member experiences a death of a near relative. A near relative shall be defined as follows: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law or godchild of the member or the member's spouse.

Section 7. Emergency Day Leave. The District grants the Act 93 Group member one (1) day per year (January 1 through December 31) paid emergency leave to be utilized by the member. The term "emergency" shall be defined herein as an unforeseen situation requiring immediate action by the member to avoid disaster or probable harm to the health, safety or well being of the member or any member of his/her immediate family. The term "immediate family" shall be defined herein to have the same meaning as such term has in the application of Bereavement Leave. Emergency days may be converted to sick leave and will count towards payment of the sick leave incentive. Should a member not use his/her emergency leave day, he/she shall have the option of either converting the unused emergency day to accumulated sick leave, or accumulating said emergency leave day to a maximum of two (2) days available for use in any one year. The member is responsible for notifying the District of his/her election.

Section 8. Personal Leave. The District grants the Act 93 Group member in each year (January 1 through December 31), three (3) personal leave days with pay. Personal leave days may only be used as whole days. One personal leave day may be carried over to the following year and accumulated. No more than a total of four (4) days may be accumulated at any time. Any personal days in excess of four (4) days shall be converted to sick leave.

Section 9. Military Leave. The District shall abide by the laws of the Commonwealth of Pennsylvania and Federal laws with respect to leave for military duty.

Section 10. Maternity Leave. A pregnant female Act 93 Group member shall be granted maternity leave. A female adoptive parent shall be entitled to maternity leave under this Section provided the adopted child is less than one (1) year of age at the time of adoption. A female Act 93 Group member shall submit written notification to the

Major Restorative	50%	50%
Prosthodontics	50%	50%

The plan includes a maximum benefit of twelve hundred (\$1,200.00) dollars per covered person, per insurance contract year.

Section 3. Vision Care. The District will provide the Act 93 Group members with fully paid vision insurance (individual and/or dependent coverage). The program shall be the nondeductible Vision Service Plan III, or equivalent. This plan shall reflect increases in the areas of frame allowance and contact lenses, along with the addition of the VBA bonus package.

Section 4. Sick Leave. From January 1, 2016 to December 31, 2016, the District shall credit the Act 93 Group member who works twelve (12) months annually, with thirteen (13) days-paid sick leave and shall credit the Act 93 Group member who works eleven (11) months annually, with twelve (12) days-paid sick leave. The unused portion of such sick leave may be accumulated from year to year without limit. All or any part of accumulated unused sick leave may be used during any work year. Sick leave shall be granted when an Act 93 Group member is required to be absent from work because of:

1. Illness of the Act 93 Group member; or
2. Necessary medical or dental attention that cannot be scheduled during non-working hours; or
3. Illness of a member of the Act 93 Group member's immediate family. An immediate family member is defined according to the Family and Medical Leave Act of 1993 as a child, spouse and parents. A member is entitled to use no more than three (3) days of sick leave in any one school term for reason of an illness of the member's immediate family member as herein above defined.

Upon retirement, District agrees to pay the Act 93 Group member a severance payment for unused accumulated sick leave at the rate of sixty (\$60.00) dollars per day.

Section 5. Sick Leave Incentive Pay. District shall pay to the Act 93 Group member a one-time payment at the conclusion of the calendar year (January 1 through December 31), Sick Leave Incentive Pay, calculated on the number of sick days that he/she has utilized for that particular year as follows:

<u>Sick leave days utilized</u>	<u>Payment</u>
0 days	\$100.00
1 day	\$ 90.00
2 days	\$ 80.00
3 days	\$ 70.00
4 or more	\$ 0.00

1. The Commonwealth of Pennsylvania;
2. The Federal Government, the Federal Court System or any branch of the U.S. military;
3. Any public school, intermediate unit, cyber-charter school, or Public University.
4. If the spouse cannot enroll in his employer's health plan until the employer's next open enrollment period, the district will provide coverage to the employee's spouse until his employer permits entry into the spouse's confirming the date of entry into the program. If the spouse's employer permits entry into its health plan with no stipulation of an open enrollment period, then such spouse will be terminated from the district's health plan the month following the effective date of this agreement.

c. In lieu of District paid health insurance, the Act 93 Group member may elect to waive participation in the District sponsored health plan and receive an annual payment equal to twenty-five percent (25%) of the premium costs of the member's Qualified High Deductible Health Plan that would have been paid for by the District had the Act 93 Group member not elected to waive participation. Payment will be made to the member at the conclusion of the plan year. The Health Insurance Waiver Plan shall be administered by the District in accordance with regulations set forth in the Internal Revenue Code, Section 125. A member who elects not to participate in the Qualified High Deductible Health Plan shall not be eligible for a District contribution to a member's HSA. Said Act 93 Group member shall be entitled to re-enter the District's Qualified High Deductible Health Plan during the open enrollment period or due to a qualified event as per the Internal Revenue Code.

c. If during the term of this Agreement, a provision of this Agreement shall be deemed to be out of compliance with the requirements of the Patient Protection and Affordable Care Act or cause a financial penalty to the District, the Act 93 Group members agree to meet and discuss this issue with representatives of the District so as to bring the District into compliance with the Patient Protection and Affordable Care Act.

Section 2. Dental Insurance. The District will provide the Act 93 Group members with Delta Dental of Pennsylvania, or equivalent, dental insurance (individual and/or dependent coverage), with no deductible, and will fully pay the premium cost for benefits and coverage as outlined below:

<u>Dental Services</u>	<u>Paid by Delta</u>	<u>Paid by Patient</u>
Diagnostic	100%	0%
Preventative	100%	0%
Basic Restorative	100%	0%
Oral Surgery	100%	0%
Endodontic	100%	0%
Peridontics	100%	0%
Denture Repair	100%	0%

more than thirty (30) days of vacation in any year. Any vacation time not utilized and not eligible to be carried forward shall be lost and may not be accumulated nor will the Act 93 Group member be entitled to compensation for any such unused vacation days.

10. LIFE INSURANCE: The District shall provide term life insurance with accidental death and dismemberment coverage in the amount of double that of the total salary for the year effective January 1, 2016.

11. **MEDICAL BENEFITS/FRINGE BENEFITS.**

Section 1: Hospitalization. Commencing on January 1, 2016 and during the remaining term of this Agreement (January 1, 2016 through December 31, 2016), the District will provide to all eligible Act 93 Group members a Qualified High Deductible Health Plan for individual coverage or family coverage, as applicable, and a Health Savings Account. The Qualified High Deductible Health Plan will be administered in accordance with the regulations and guidelines as established and/or amended by the Internal Revenue Service and shall provide for the following:

a. Commencing on January 1, 2016 and during the remaining term of this Agreement (January 1, 2016 through December 31, 2016), the District will provide one hundred percent (100%) of the premium cost of participation in a plan that meets the minimum IRS requirements for a qualified high-deductible health plan for individual coverage or family coverage, as applicable. The minimum deductible limit for the Qualified High Deductible Health Plan (as currently established by the Internal Revenue Service) shall be as follows: Individual Coverage - \$1,300.00, Family Coverage - \$2,600.00. The District will also provide a contribution to a Health Savings Account (HSA). To be eligible for a District contribution to the member's Health Savings Account, the member must participate in the District sponsored Qualified High Deductible Health Plan (QHDHP) and meet all eligibility requirements as established by the Internal Revenue Code for the Health Savings Account. During the remaining term of this Agreement (January 1, 2016 through December 31, 2016) the annual District contribution to the eligible member's HSA will be made according to the following schedule: Individual Coverage - \$1,040.00, Family Coverage - \$2,080.00. The District's contribution to the Act 93 Group member's HSA will be made as soon as administratively possible but, not earlier than the first business day of January 2016. An eligible Act 93 Group member may contribute by voluntary payroll deduction an additional amount to their HSA account up to the annual contribution limit as established each year by the Internal Revenue Service. The District shall absorb all administrative fees associated with the Health Savings Account. In the event that the minimum deductible limit for the Qualified High Deductible Health Plan as established by the Internal Revenue Service is increased during the term of this Agreement, the member shall be responsible for the increase in the deductible.

b. The spouse of an employee will not be eligible for employer provided health care coverage while the spouse is also eligible through any other of the following employers:

The superintendent shall notify the applicant of the Board's action within ten (10) days following the Board meeting.

An Act 93 Group member will continue to be eligible to submit an application up to thirty (30) days prior to the date the leave is to commence. Approval in this instance, however, shall be subject to the availability of a certified professional replacement.

Acceptance of sabbatical leave incurs a commitment by the Act 93 Group member to return to active duty in this District immediately following paid leave of absence for not less than one (1) full term unless certified physically and/or mentally unable to do so.

An Act 93 Group member on medical sabbatical leave shall be required to provide the District with a certificate from his/her doctor confirming the necessity of continued leave. Said physician's statement shall not be required more often than once every three (3) months.

If the leave is for professional development, the application must state what type of study and where the study is to occur. If the Act 93 Group member enrolls in an accredited college or university, he/she shall be enrolled for the following or a combination thereof; for a half (1/2) school term, nine (9) graduate credits, twelve (12) undergraduate credits, or the equivalent of one hundred eighty (180) hours of other professional development activities; for a full school term, eighteen (18) graduate credits, twenty-four (24) undergraduate credits, or the equivalent of three hundred sixty (360) hours of other professional development activities.

If the leave is to improve professional competency, or if the Act 93 Group member requests a leave of study that does not require matriculation, but rather an alternative method of study such as an internship, apprenticeship, or other, the purpose of the leave shall clearly demonstrate the benefit to the District and must be pre-approved by the Superintendent and the Board of School Directors. Additionally, the development activity shall be equivalent to one hundred eighty (180) hours of clearly articulated activities for a half (1/2) school term or three hundred sixty (360) hours of clearly articulated activities for a full school term.

An application for one or more of the leaves identified above, which includes the information required by the applicable provisions stated above, shall not be denied.

An Act 93 Group member taking a sabbatical leave for either education and/or professional development to improve professional competency shall be required to file a written report with the District within forty-five (45) days of his/her return to duty.

Should it be proved that the intent of the sabbatical leave was not fulfilled, action may be taken by the Board of School Directors on behalf of the District to recover any salary paid to the Act 93 Group member.

9. VACATION: The twelve (12) month Act 93 Group members shall be entitled to twenty (20) paid vacation days per year extending from the period of January 1, 2016 to December 31, 2016. The position of Assistant Principal is an eleven (11) months annual position and, therefore, shall not be entitled to any paid vacation. The eligible twelve (12) month Act 93 Group member may carry over ten (10) days of vacation time from one year to the next, provided, however, that any such days carried over to the next year cannot be carried over a second time to the following year, therefore, the eligible twelve (12) month Act 93 Group member shall not be entitled to

- a) \$1,000 compensation if the district is able to operate under a fiscal year budget that calls for no more of a tax increase than the District's Act 1 Index and no use of any fund balance as per the 2016 Board approved budget.

5. ADDITIONAL COMPENSATION: A tax deferred annuity program will be provided for the fiscal year extending from January 1, 2016 to December 31, 2016, in the amount of one percent (1%) of each Act 93 Group member's salary effective January 1, 2016 in the Act 93 Group, which must be matched and paid by each member in the group no later than December 31, 2016. Any sums contributed by the District to the Act 93 Group member's tax-deferred annuity program under the provisions of this Paragraph shall not be included in the Act 93 Group member's base salary, rather, any such amounts shall be considered to be merit pay and not part of the base salary. Any and all salary increases provided for under this Agreement shall be calculated on base salary only and shall not include the District's contributions to the tax-deferred annuity program.

6. TERMINATION OF AGREEMENT: This Agreement and the Act 93 Group member's employment may be terminated after the Act 93 Group member submits a written resignation to the Board at least thirty (30) days before such resignation becomes effective.

7. RIGHT TO CONTINUED EMPLOYMENT: This Agreement shall not deny the Act 93 Group member any rights to continued employment as said rights appear in the Public School Code of 1949, as amended, (the School Code) and the Local Agency Law, including, but not limited to the provisions of Section 514 of the Public School Code of 1949, as amended. 24 P. S. § 5-514

8. SABBATICAL LEAVE: The Act 93 Group members shall be considered to be a member of the supervisory or administrative staff and shall be eligible for sabbatical leave and all other professional privileges in the same manner as any other professional employees as described in the School Code, the Laws of the Commonwealth of Pennsylvania, and the policies and regulations of the Board, subject however, to the conditions and requirements of the School Code, the Laws of the Commonwealth of Pennsylvania, and the policies and regulations of the Board. A member may take a sabbatical leave for which he/she is eligible in either two (2) consecutive semesters, or one member selected semester in each of two (2) years, said years which need not be consecutive. Eligibility for the second sabbatical leave shall occur seven (7) years from the date on which the initial year of eligibility commenced. Subsequent eligibility for additional sabbatical leaves shall be treated in a like manner.

An application for sabbatical leave for illness or disability may be submitted at any time and will be treated appropriately under the applicable sections of the School Code of 1949, as amended, covering sabbatical leaves of absence. An application for sabbatical leave for other purposes shall be made to the superintendent at least sixty (60) days prior to the date the leave is to commence.

Each application will be reviewed by the superintendent and by the Board of School Directors at its next regularly scheduled voting meeting to assure compliance with the provisions of this article and those of the Public School Code of 1949, as amended.

4. GOAL ACHIEVEMENT INCENTIVE COMPENSATION:

The **High School Principal** will be compensated for achieving the following goals during 2016.

- a) \$333.33 compensation if the high school building's 2016 School Performance Profile score raises by 2.5 points above the building's 2015 School Performance Profile score of 68.9.
- b) \$333.33 compensation if the High School Principal successfully obtains the established goal(s) of her/his approved Student Learning Objective. The Student Learning Objective needs to be developed and approved by the Superintendent no later than April 1, 2016 to be eligible for the opportunity to obtain this stipend.
- c) \$333.33 compensation if the District is able to operate under a fiscal year budget that calls for no more of a tax increase than the District's Act 1 Index and no use of any fund balance as per the 2016 Board approved budget.

The **Elementary Principal** will be compensated for achieving the following goals during 2016.

- a) \$333.33 compensation if the elementary building's 2016 School Performance Profile score raises by 2.5 points above the building's 2014 School Performance Profile score of 72.2.
- b) \$333.33 compensation if the Elementary Principal successfully obtains the established goal(s) of his approved Student Learning. The Student Learning Objective needs to be developed and approved by the Superintendent no later than April 1, 2016 to be eligible for the opportunity to obtain this stipend.
- c) \$333.33 bonus stipend if the District is able to operate under a fiscal year budget that calls for no more of a tax increase than the District's Act 1 Index and no use of any fund balance as per the 2016 Board approved budget.

The **Assistant Principal** will be compensated for achieving the following goals during 2016.

- a) \$200 compensation if the elementary building's 2016 School Performance Profile score raises by 2.5 points above the building's 2014 School Performance Profile score of 72.2.
- b) \$200 compensation if the high school building's 2016 School Performance Profile score raises by 2.5 points above the building's 2015 School Performance Profile score of 68.9.
- c) \$600 bonus stipend if the principal successfully obtains the established goal(s) of her approved Student Learning Objective. The Student Learning Objective needs to be developed and approved by the Superintendent no later than April 1, 2016 to be eligible for the opportunity to obtain this stipend.

The **Buildings and Grounds Supervisor** will be compensated for achieving the following goals during 2016.

Penns Manor Area School District

Act 93 Compensation Plan

This Agreement effective the 1st day of January 2016 by and between Penns Manor Area School District, a school district of the Third Class, located at 6003 Route 553 Hwy, Clymer, Pennsylvania 15728-8318 hereinafter referred to as "District"

AND

The Act 93 Group, which consists of the High School Principal, Elementary Principal, Assistant Principal, and Buildings and Grounds Supervisor, herein collectively referred to as the "ACT 93 GROUP."

WITNESSETH:

WHEREAS, in accordance with Section 1164 of the Public School Code of 1949, as amended, 24 P.S. § 11-1164, the Board of School Directors of District has prepared a compensation plan addressing administrative compensation; and

WHEREAS, the Board of School Directors of District adopted the compensation plan at its regularly scheduled Board meeting held on **February 11, 2016**.

NOW THEREFORE, School District hereby adopts the following Administrative Compensation Plan for the position of Elementary School Principal for the term of January 1, 2016 through December 31, 2016 as follows:

1. TERM OF COMPENSATION PLAN: This compensation plan shall be effective the first day of January 1, 2016 and shall continue in effect until December 31, 2016.

2. SALARIES: The Act 93 Group members' salary shall increase one percent (1%) from the 2015 base salary effective January 1, 2016. For the position of Elementary School Principal the salary for 2016 will be \$92,599. In order to be eligible for the salary increase provided for herein, the Act 93 Group member must have a rating of satisfactory.

3. WORK YEAR: The work year of the Act 93 Group shall be twelve (12) months, with the exception of the position of Assistant Principal, which shall have a work year of eleven (11) months annually.

PENNS MANOR AREA SCHOOL DISTRICT

ACT 93 COMPENSATION PLAN

Elementary Principal

DAVID GRIMALDI

January 1, 2016 through December 31, 2016