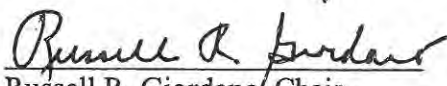
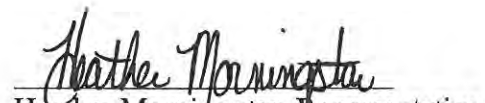


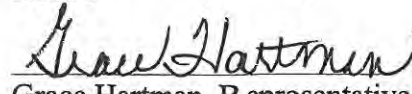
Salisbury Township School District
Act 93
Compensation Plan for Administrators and Managers

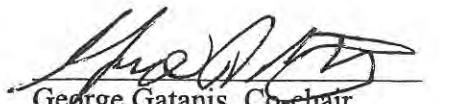
August 1, 2015
To
July 31, 2019

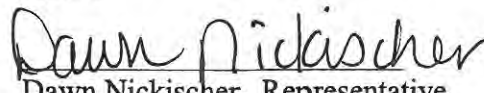
The Salisbury Township School District Board of School Directors agrees to the provisions in this document for district management personnel as compensation beginning August 1, 2015, and shall continue in full force and effect until July 31, 2019, or until such later date as the two parties hereinafter agree is to be the extended date. Any such extended date shall be evidenced by an amendment.


Russell R. Giordano, Chair
Personnel Committee
President of the Board of School
Directors


Heather Morningstar, Representative
Act 93


Grace Hartman, Representative
Act 93


George Gatani, Co-chair
Act 93 subcommittee of the Board
Of School Directors


Dawn Nickischer, Representative
Act 93

Plan Description

I. Objectives of the Plan

The Salisbury Township School District Board of Education believes that a thorough and effective school management system is vital in providing the best educational program for the pupils of the district and taxpaying citizens who support public schools.

The Salisbury Township School District Board of Education supports the concept that a thorough and effective school system can only exist if the day-to-day management of the schools is entrusted to dedicated and competent leaders. Good management relies on the abilities of principals and other supervisory personnel to perform the responsibilities of the positions for which they were hired. It is therefore incumbent on the Salisbury Township School District Board of Directors to pursue a Plan of Compensation based upon responsibility and performance, which will provide fair and adequate financial remuneration for all Act 93 administrators. Each administrator will be covered by this Compensation Plan in its entirety immediately upon hire. This plan is intended to:

- A. Assure that all salaries fall within the established ranges for each position and are related to job performance.
- B. Maintain salaries and benefits which are competitive with comparable school districts.
- C. Maintain equitable inter-positional salary relationships within the Salisbury Township School district.

II. Management Team Philosophy and Administrative/Supervisory Team

- A. The board recognizes the importance of maintaining an effective management team to strengthen the administration and educational programs of the district, and to establish and improve communication, decision-making, conflict resolution, and other relationships among the members of the team.
- B. While the management team concept places emphasis upon shared responsibility and authority, nothing in this agreement is intended to limit the responsibility and authority of the board ultimately to make decisions as prescribed by law.
- C. Therefore, the board adopts the management team concept as part of its formal operating policy in the system, and under the terms of this agreement neither of the parties shall make unilateral decisions that would in any way affect the provisions of the agreement.
- D. The management team concept is a means whereby educational policies and administrative procedures that define the district's programs and operations are arrived at through shared responsibility and authority.

III. Definitions

For the purpose of this Compensation Plan, the terms herein shall have the following definitions, which are in compliance with Section 1164 of the Public School Code (Act 93).

A. Act 93

A legislative piece enacted by the General Assembly of the Commonwealth of Pennsylvania on March 10, 1949 PP.L. 30, No. 14) Section 1164, regulating Compensation Plans for School Administrators.

B. Administrative Compensation Plan

(Section 1164(e) a written document adopted by school employers for school administrators, and includes the following:

- i. A description of the program determining administrative salaries
- ii. Targeted salary increases
- iii. A listing of fringe benefits

C. Management Team

A group of individuals including the employer (Board), the superintendent, and other commissioned officers and all district administrators and mid-managers. The management team's purpose is to provide both formal and informal means by which different groups within the team can work together with mutual respect for one another's contributions and responsibilities. Its essence is a spirit of cooperation (Section 1164(e)).

D. Act 93 School Administrators

Shall mean any employee of the school entity below the rank of district superintendent, executive director, assistant superintendent but including the rank of first level supervisor who by virtue of assigned duties is not in a bargaining unit of public employees as created under Section 1164(a): Act 195 of July 23, 1970, PERA 1101.301(16) and (19). However, this definition shall not apply to anyone who has the duties and responsibilities of the position of business manager or personnel director. In the Salisbury Township School District, those administrators to be included in this Act 93 Administrator Compensation Plan are:

Administrative Positions

Salisbury High School Principal
Salisbury High School Assistant Principal
Salisbury Middle School Principal
Salisbury Middle School Assistant Principal
Western Salisbury Elementary Principal
Harry S Truman Elementary Principal
Director of Special Education
Supervisor of Special Education
Supervisor of Instructional Practice

Mid-Management Positions

Supervisor of Accounting
Director of Student Activities
Director of Maintenance
Director of Food Services
Director of Transportation
Coordinator of Technology

For the purpose of this document only: the term "Administrator" shall refer to the personnel in the above named positions of the District and such other persons subsequently employed by the Board/District meeting the definition of "School Administrator" as defined by Act 93.

E. Retirement

In this agreement is defined as severance from the Salisbury Township School District having served ten (10) or more years in the district and the immediate application for receipt of pension benefits from PSERS.

Salary and Fringe Benefits

I. Salary

Salary adjustments and performance compensation will be made annually unless special circumstances arise which the School Board feels warrant some other arrangement. The Superintendent will recommend to the School Board the amount of money to be made available for administrative salary increases. Salary increases will be determined through a combination of documented market movement (X) and merit as determined by Superintendent’s recommendation (Appendix A). Adherence to the basic concepts of this compensation plan is the criterion for approval.

- A. The PSBA Salary Study will be used as a reference of possible salary adjustments and for the establishment of proper salary placement for new personnel.
- B. Since the performance of individuals can vary, the compensation of individuals can also vary within salary ranges due to these differences in performance. However, in no case will an individual’s salary exceed the maximum of the range unless due to a demotion.
- C. An evaluation rating of Needs Improvement or Serious Problems Exist will warrant no salary increase for the subsequent school year.
- D. Administrators new in a position will start at a salary consistent with their training and experience, which will, in most instances, be between the minimum and the median of the range, but not less than the minimum salary of the range. All starting salaries will be approved by the Board based on the Superintendent’s recommendation.
- E. Administrators who have been hired during the fiscal year will have salary and benefits prorated by multiplying the ratio of days worked to the number of normally scheduled work days.
- F. Salary ranges will be updated annually to represent the administrative market movement within similar schools with the intent to continue to attract qualified administrative candidates and maintain present administrative staff.
- G. There will be 26 (or 27, according to the calendar year) pay periods each year, paid every two weeks.

II. Non-Salary Benefits

A. **Vacation Schedule:** (Based on service in Salisbury Township School District).

<u>Years Service</u>	<u>Vacation (days are not cumulative)</u>
New Hire	3 Weeks
After 3 years	4 weeks
After 10 years	5 weeks

Vacation may be taken during the school year when it least interferes with the operation of the School District, and with the permission of the superintendent and where applicable, also the permission of the principal. Vacation days not used by June 30 may not be carried forward without the approval of the superintendent. The superintendent’s office shall be notified when vacation days will be used.

An Act 93 Member with three (3) or more years of service may choose to exchange up to five (5) unused vacation days for an employer contribution, at the per diem rate, to the Act 93 Member's 403B account. Notification in writing shall be made to the superintendent no later than June 15. The employer will make the contribution to the Act 93 Member's 403B account by July 15.

B. Retirement Contribution

The employer will contribute to an Act 93 Member's 403B, an amount matching the Administrator's contribution not to exceed 2% of the administrator's salary. The employer will make the contribution one time annually by July 15 of the fiscal year following the administrator's contribution.

C. Health Insurance Coverage upon Retirement

Upon retirement, Administrators are eligible for membership in the active employee health insurance plan until such time that the retiree is eligible for Medicare. This retiree's health insurance plan includes Preferred Provider Organization Blue (PPO Blue) and Prescription Drug coverage. All eligible retirees must enroll the first of the month following the date of retirement as specified in this agreement and subject to the conditions imposed by Highmark Blue Shield. The retired Administrator shall opt annually to make a monthly, semi-annual, or annual co-payment of the benefit costs to the Employer at whatever is the current contribution rate for active SEA employees. The retired Administrator may purchase coverage under this program for his/her family under the following conditions:

- i. That the Administrator advances the total monthly premium and such premium must be received by the 28th of each month, if monthly payment is chosen.
- ii. If Administrator is in default of advanced payment (see section (1) above) the Administrator will forfeit his/her spouse insurance coverage as of the first of the month following the advanced premium due date.
- iii. Any Administrator retiring under a Commonwealth of Pennsylvania sponsored early retirement incentive shall also be entitled to the Health Insurance Coverage benefits provided under the employer's retirement plan.

D. Sick Leave

Each 12 month Administrator is entitled to twelve (12) sick days/year. Administrators working less than 12 months are entitled to one sick day per month for which they are employed. For example, a 220 day or 10 month employee is entitled to 10 sick days. Unused sick days will accumulate from year to year. If desired by the Administrator, the total accumulated sick days may be used for personal illness in any one (1) school year if written notice is given to and approved by the superintendent. Only after five (5) successive days of absence may the signature of a physician be required.

E. Personal/Emergency Leave

- i. One (1) emergency day may be granted by the immediate supervisor upon the request of the Administrator.
- ii. Four (4) personal days will be granted annually with approval of the immediate supervisor.

- iii. Personal days shall not be taken immediately before or after legal holidays or the first ten (10) or the last ten (10) days of the school term except with approval of the superintendent.
- iv. Neither emergency nor personal days are cumulative from year to year as such. At the end of each year, any remaining personal and/or emergency days shall be added to the total accumulated sick days.

F. Leave For Religious Accommodation

- i. If an employee has personal days available, and wishes to take a personal day for the purposes of religious accommodation, in accordance with the policy as stated above, the employee may take his or her personal day following the policy stated in Section E.
- ii. If an employee seeks to use a personal day in non-conformity with the policy above, or employee does not have remaining personal days, the employee must request leave through his or her immediate supervisor.
- iii. Where an employee seeks leave for a scheduled religious holiday, he or she must notify the supervisor within either the first (10) days of the school term and/or no later than sixty (60) days prior to the holiday.
- iv. Where an employee plans to take leave for some other unscheduled religious event, he or she is expected notify the supervisor as soon as possible.
- v. As a general matter, the District will not deny religious accommodation, so long as it does not create an undue hardship for the District. The District reserves the right, however, to determine on a case by case basis the availability of religious leave for each employee.
- vi. Available personal days will run concurrently with any religious accommodation approved, in accordance with Section H(i) and (ii) above.

G. Military Leave

- i. Where an employee takes leave for military service, he or she must notify the employer thirty (30) days in advance, so long as is practicable.
- ii. Where an employee qualifies under the Uniformed Services Employment and Reemployment Rights Act, U.S.C. §4301, et. seq., and Pennsylvania Military and Veterans Code, 51 Pa.C.S. § 101, et. seq., he or she will be entitled to, at a minimum:
 - 1. Continued availability of medical coverage, at employee's expense;
 - 2. Reemployment in the same or equivalent position, following return to leave; and
 - 3. Up to fifteen (15) days of paid military leave.
- iii. These provisions shall be construed to be consistent with provisions relating to the Uniformed Services Employment and Reemployment Rights Act, U.S.C. §4301, et. seq., and Pennsylvania Military and Veterans Code, 51 Pa.C.S. § 101.

H. Health Insurance

Medical benefits will remain frozen at Status Quo status until the SEA contract is settled. Once the SEA contract is settled, all benefit plans designs, employee cost sharing and payment for waiver of coverage shall be identical to that offered in the SEA agreement.

I. Prescription Coverage

Rx benefits will remain frozen at Status Quo status until the SEA contract is settled. Once the SEA contract is settled, all benefit plans designs, employee cost sharing and payment for waiver of coverage shall be identical to that offered in the SEA agreement.

J. Dental Coverage:

Dental benefits will remain frozen at Status Quo status until the SEA contract is settled. Once the SEA contract is settled, all benefit plans designs, employee cost sharing and payment for waiver of coverage shall be identical to that offered in the SEA agreement.

K. Reimbursement Account: Each member (except Director of Special Education, Director of Maintenance and Director of Student Activities) will be reimbursed up to \$1100 per year for the life of the contract to be applied to: the cost of any uncovered medical service(s) provided by a health care practitioner not otherwise provided under this agreement. Additional expenses such as the cost of books for course work and cell phone expenses are eligible under this benefit. Reimbursement requires submission of proof of payment of the services to the superintendent. This benefit is an annual amount and is not cumulative. The Director of Special Education, Director of Maintenance and Director of Students Activities will be reimbursed up to \$500 per year for the life of the contract to be applied to any expenses listed above except cell phone expenses.

L. Vision Coverage: The Employer shall provide a vision plan for each full-time employee and family. The maximum amounts payable under the plan provided shall be as follows:

Deductible-----\$10.00 individual deductible to a maximum of \$30.00 per family.

Eye Exam	\$55.00
Glaucoma Test	\$10.00/lens
Single Lens	\$26.00/lens
Bifocals	\$36.00/lens
Trifocals	\$46.00/lens
Cosmetic Contact Lenses	\$80.00/pair
Frames-	
(Every other year)	\$90.00

M. Cell Phone: Given their responsibilities, the Director of Special Education, Director of Maintenance and Director of Student Activities will be provided with complete (100%) cell phone coverage including a basic phone and data transmission plan.

N. Tuition

Tuition will be reimbursed as follows:

- i. Act 93 members hired prior to July 1, 2006:
 - Full reimbursement up to twelve (12) college credits per year paid upon the successful completion of a B or better and evidence thereof (transcript and receipted tuition bill)
- ii. Act 93 members hired after July 1, 2006:

- The Lehigh University Graduate Education rate for up to twelve (12) college credits per year will be reimbursed upon successful completion of the course with a B or better, and evidence thereof (transcript and receipted tuition bill).
- iii. If an Administrator retires or resigns from the district within 12 months of receiving coursework reimbursement, the Administrator shall reimburse the district for all credits paid by the district to the Administrator within the last 12 months of employment.
- iv. Courses must be approved in advance by the superintendent, and must be directly related to employment function. In addition, courses must be taken through any institution accredited by the U.S. Department of Education. Proof of accreditation is the responsibility of the Administrator.
- v. Request for reimbursement of more than 12 credits must be approved by the superintendent. No more than two (2) administrators may exceed the 12 credits during a school year.

O. Life/Dismemberment Insurance: The employer shall provide Group Term Life and Dismemberment Insurance in the amount of three (3) times (x) annual salary, covering each Administrator, reserving the right to choose and contract with any insurance company providing the benefits are the same or equal.

P. Childrearing Leave

Upon the birth or adoption of a child, an Act 93 member may take a leave of absence without pay and benefits for childrearing for a period not to exceed a portion of a semester and two (2) full semesters thereafter. A request for childrearing leave shall be made no later than thirty (30) days prior to the expected date of delivery, or upon the date of possession of a child intended to be adopted. The member shall return to work only at the beginning of a semester grading period as determined by the school calendar. The member must notify the superintendent in writing, of intent to return to duty at least thirty (30) days prior to the requested date of return. The member may return sooner if approved by the superintendent.

Q. Long Term Disability

The employer shall provide an Income Protection Plan. The monthly maximum benefit will remain at \$5,000. The administrator shall be entitled to utilize accumulated sick days during any period of disability as stated in writing by the administrator's physician. Sick day payments will not be made during the period of time the individual is receiving disability income payments. Following approved leave and upon signifying the administrator's intent to return, and certification by a health care provider, such Administrator shall be reinstated to the administrator's original job or a position of like status and pay.

- i. Administrators must notify the business administrator in writing fifteen (15) days after acknowledgment of employer approval of the leave for continued coverage.
- ii. Administrators on disability as determined by the employer's long-term disability carrier shall continue to have their medical benefit premiums paid by the employer while receiving long-term disability payments of a period not to exceed two (2) years.

R. Travel Expense

When an Administrator is obliged to provide, at his/her own expense, an automobile other than for traveling to and from home and school in pursuance of assigned duties or to attend designated conventions, conferences, etc., such Administrator shall be reimbursed at the IRS rate for actual travel and the District travel expense voucher sent to the superintendent for approval monthly, quarterly, or semi-annually. All receipts for travel expenses (room, meals, tolls, etc.) must be submitted with District travel expense voucher in order to be reimbursed. It is understood that if more than one person attends the same conventions, conferences, etc., the employer will only reimburse the mileages, tolls and other expenses related to the vehicle used to transport the number of parties that can comfortably use the vehicle. The employer will not be liable for any mechanical difficulties that may arise from the use of such vehicle during the period of the conference, convention, etc.

S. Conformity with Federal and State Law

All forms of leave, as discussed above, shall be construed to be consistent with provisions relating to the Family and Medical Leave Act, 29 U.S.C.S. § 2601. et seq., Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, et seq., and, the Pennsylvania Workers' Compensation Act, 77 P.S. § 1, et seq.

III. Safe Conditions

In the event an Administrator complains of a safety condition which he/she alleges as presenting serious danger to health, life or limb, he/she shall first address his/her immediate supervisor who shall make an immediate determination of the complaint. If such Administrator disagrees with the determination of the complaint by his/her immediate supervisor, the superintendent shall immediately review the alleged unsafe condition and make an immediate ruling. The Administrator shall not be required by the employer to operate under a condition presenting serious danger to health, life or limb until the superintendent has made a decision.

- A. In the case of any assault upon an Administrator in carrying out his/her duties, the employer shall provide legal counsel of its choosing, not otherwise available to them through insurance or association, to advise the Administrator of his/her rights and obligations with respect to such assault and shall promptly render assistance to the Administrator in connection with handling of the incident by law enforcement and judicial authority. In no event will the school district provide legal counsel for the Administrator to pursue any legal remedies for the benefit of an individual administrator.
- B. Time lost by an Administrator in connection with any incident while enforcing school discipline shall not be charged against the Administrator, and he/she shall suffer no loss of pay or fringe benefits. Any Worker's Compensation payments shall revert to the school treasury.
- C. In the event that any school building is evacuated in whole or in part by reason of any report or threat or damage hereto by bomb, fire, or other lethal instrument or incident, no Administrator shall be required to participate in any search for lethal or destructive instrument or to remain in the building while such search is under way.

IV. Jury Duty

Any Administrator who is called to and reports for jury duty shall be paid for each day partially or wholly spent in performing such duty if the Administrator otherwise would have been scheduled to work for the employer and does not work. Payment received by the member,

from the Court for jury duty shall be turned over to the school district. In order to receive payment under this section, an member must give the superintendent prior notice that he/she has been summoned for such duty and must furnish the court provided receipt that said duty was performed on the days which he/she claims such payment.

V. Governmental appointment

Upon application, the employer will grant a leave of absence for a period of one (1) year, to any Administrator who is elected or appointed to a Municipal, State or Federal office provided the employer is furnished with a written certification of such election or appointment. Such leaves of absence may at the sole discretion of the employer be renewed from year to year with seniority accumulating. Upon termination of the leave of absence or any yearly renewal thereof, the Administrator shall be returned to his/her position in line with his/her seniority.

VI. Personal Information

Change of name, address, telephone number must be submitted to the office of the superintendent, in writing, in order to maintain accurate records. The superintendent's office will notify the business office.

VII. Indemnity

The school district agrees, as a further condition of this employment agreement, that it shall defend, hold harmless, and indemnify the administrator (s) from any and all demands, claims, suits, actions, and legal proceedings brought against the administrator(s) in his/her individual capacity, or in his/her official capacity as agent and Administrator of the District, providing that the incident arose while the administrator was acting within the scope of his/her employment. However, the school district will not indemnify the Administrator for punitive damages or fines. Nothing in this paragraph shall require the School District to defend or indemnify the administrator(s) for claims or liability arising out of intentionally tortuous conduct or criminal acts.

VIII. Statutory Savings

Nothing contained herein shall be construed to deny or restrict such rights of the parties as may exist under the Public School Code of 1949 as amended or other applicable laws. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Appendix A

**SALISBURY TOWNSHIP SCHOOL DISTRICT
DETERMINING SALARY INCREASES**

This matrix is based on an individual's performance and their position in their salary range. The following steps are used to determine an employee's pay raise:

1. Determine the total evaluation score (add areas I, II and III). (possible 150)
2. Use the following formula:
$$\frac{\text{Current Salary}}{\text{Current Midpoint}} = \text{Percentage of the Midpoint}$$
3. The percentage of the midpoint along with the total evaluation score will determine the pay raise formula by where the two intersect on the matrix.
4. X is determined by the school board. So, the actual pay raise is then determined by the percent added or subtracted from X.

For example, if an individual received an evaluation score of 130 points and is at 93% of the midpoint with the board determining that X will equal 3%, then the pay raise for this individual would be a 5% pay raise.

Performance Evaluation Score

	Highest Possible Standard	Expected Area Of Performance					Needs Improvement	Serious Problems Exist
		150-135	134-116	115-100	99-83	82 or less		
P E R C E N T O F M I D P O I N T	80% & Below	X+4%	X+3.5%	X+2.5%	No Increase	No Increase		
	81% to 85%	X+3.5%	X+3%	X+2%	No Increase	No Increase		
	86% to 90%	X+3%	X+2.5%	X+1.5%	No Increase	No Increase		
	91% to 95%	X+2.5%	X+2%	X+1%	No Increase	No Increase		
	96% to 100%	X+2%	X+1.5%	X	No Increase	No Increase		
	101% to 105%	X+1.5%	X+1.25%	X	No Increase	No Increase		
	106% to 110%	X+1.25%	X+1%	X	No Increase	No Increase		
	111% to 115%	X+1%	X+.75%	X	No Increase	No Increase		
	116% to 120%	X.75%	X+.5%	X%	No Increase	No Increase		

-Provided by PSBA Adjusted by STSD July 1, 2006