

July 1, 2014 – June 30, 2016

# **ADMINISTRATIVE**

Management Team and Compensation Plan

Schuylkill Haven Area School District Administrative Management Team

## Management Team

#### Article 1

## A. Purpose

The Schuylkill Haven Area School District recognizes the importance of maintaining an effective Management Team to strengthen the administration and educational programs of the district, and to establish and improve communications, decision-making, conflict resolution, and other relationships among the members of the Team.

## Article 2

# A. Authority

While the Management Team concept places emphasis upon shared responsibility and authority, nothing in this policy is intended to limit the responsibility and authority of the Schuylkill Haven Area School Board ultimately to make decisions as prescribed by law.

#### Article 3

## A. Definitions

For the purposes of this policy, the terms herein shall have the following definitions:

- 1. <u>Management Team Concept</u>: 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.
- 2. <u>Management Team</u>: is composed of all principals and assistant principals who have significant responsibilities for formulating district policies or administering district programs. Additional responsibilities include the following:
  - A. Recommended employment, transfer, suspension, discharge, layoff, recall, promotion assignment, compensation, or discipline of employees
  - B. Direct and supervise other employees
  - C. Evaluate employees
  - D. Address complaints.
- 3. Management Employees: refers to those members of the Management Team.

#### Article 4

## A. Guidelines

- 1. The objectives of the district's Management Team are:
  - A. To provide input into all policies which directly affect management employees in the administration of the school district by
    - a. Assisting in the development of the educational goals and objectives of the district, and
    - b. Applying all available knowledge to the improvement of district services and
    - c. Providing input into the development of district and department financial plans and budgets, and
    - d. Providing input into the labor relations policies and practices of the district, and
    - e. Evaluating proposals made by other employees and making recommendations on the district's response.
  - B. To provide a means of addressing the economic and welfare concerns of management employees including:
    - a. Position description

- b. Evaluation
- c. Salaries and fringe benefits
- d. Promotion
- e. Assignment and transfer.

#### Article 5

## A. Delegation of Responsibility

1. The Superintendent shall prepare administrative guidelines for the operation of the Management Team.

Such guidelines shall provide:

- A. That the Management Team meeting will include:
  - a. All management employees
- B. That the Management Team shall address itself to:
  - a. Appropriate concerns identified by the Superintendent, and
  - b. Appropriate concerns identified by any member of the Management Team, and
  - c. Appropriate concerns mutually identified by a consensus of the members of the Management Team
- C. That the concerns of the Management Team will include but not be limited to:
  - a. The district budget
  - b. The district curriculum
  - c. Personnel management
  - d. Welfare of management employees
  - e. Buildings and grounds maintenance
  - f. Transportation
- D. That the Management Team will meet with the Superintendent:
  - a. Twice a month
  - b. At additional meetings as deemed necessary by the Superintendent
  - c. At the request of two or more members of the Management Team
- E. That the Management Team will meet:
  - a. On call with the Schuylkill Haven Area School Board or representatives thereof.

#### Article 6

# Performance Review and Evaluation

Recognizing that the individual and group goals of the Administrative Team should be congruent with those of the Schuylkill Haven Area School District and Board of Directors, a performance review will be utilized as follows:

- A. The Superintendent reserves the right to meet with individual administrators or as a collective group to discuss the following: any area of performance that the superintendent or the board may feel needs to be strengthened or improved; to discuss and establish goals for the year; to appraise the degree of achievement of the set goals; and to strengthen the working relationship between the Board and the Administrators.
- B. The Superintendent may conduct an annual performance evaluation of each administrator. The performance assessment shall be used to document areas of performance that need to be improved after the process in item A was initiated and that further may constitute the basis of discipline for neglect of duty or incompetence. The Administrator(s) have the right to review any written evaluation with the Superintendent. All evaluations and administrative responses shall remain private and will not become public knowledge or conversation.

# Administrative Compensation Plan

## Article 1

## A. Purpose

The Schuylkill Haven Area School Board believes that a thorough and effective school system is vital in providing the best educational program for the pupils of the district and the taxpaying citizens who support the public schools.

The Schuylkill Haven Area School Board strongly 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 persons. Good management relies on the abilities of persons to perform the responsibilities of the positions for which they were hired.

#### Article 2

## A. Authority

It is therefore incumbent on the Schuylkill Haven Area School Board of Directors to pursue a plan of compensation, based upon responsibility and performance, which will provide fair and adequate financial incentive for all management personnel.

## Article 3

# A. Delegation of Responsibility

To accomplish this commitment, the Board of Directors of Schuylkill Haven Area School District directs that such a compensation plan shall be implemented. This implementation shall be the responsibility of the Superintendent.

## Article 4

## A. Definition

For purposes of this policy, school administrators shall be defined as any professional employee of the school district below the rank of Superintendent or 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 Act 195 (Public Employee Relations Act). This definition shall not apply to anyone who has the duties and responsibilities of a business manager or a personnel director.

All administrators shall be included under the administrative compensation plan.

#### Article 5

#### A. Guidelines

The plan shall include:

- 2. A description of the program for determining administrative salaries,
- 3. Salary amounts and/or salary schedules or scales
- 4. A list of fringe benefits to be provided to administrators. The compensation will
- 5. Be determined through a good faith and meet and discuss procedure upon request with appropriate supervisors and administrators.

#### Article 6

# A. Contract Year

1. The administrative contract year shall parallel the school fiscal year from July 1<sup>st</sup> to June 30<sup>th</sup>.

## B. Term of Compensation Plan

1. This plan is effective July 1, 2014 and shall continue until June 30, 2016.

## Article 7

A. Salary and Other Compensation

- 1. The Board has the right to set salary for any new administrative team member.

  After said person's first year, he/she shall receive an increase in salary that is equal to the stated increase for other members of the administrative team for the remaining years of the contract.
- 2. A twelve-month contract is defined as 240 days, a ten-month contract is defined as 200 days.

3. Salaries will increase as follows:

2014-15 \$2,750 2015-16 \$2,850

4. No salary shall meet or exceed \$100,000.

## Article 8

A. Fringe Benefits

- 1. <u>Income Protection</u>: The employer shall contribute \$5.00 per month towards an income protection program to be utilized by the employee in a program approved by the Management Team and District.
- 2. <u>Life Insurance</u>: The employer shall provide a \$50,000 group term life insurance policy with \$50,000 accidental death and dismemberment coverage for each full-time employee. Retirees may maintain such insurance at their own cost and the insurance carriers' requirements.
- 3. <u>Co-Pay Medical Insurance</u>: The premium share rate is 10% for medical insurance comprising health insurance, dental insurance, vision insurance and prescription.
  - The co-pay amount will be based upon the total premium cost for medical insurance.
  - An equal amount will be deducted each pay period on a pre-tax basis.

• The co-pay amount will be based upon the composite rate.

- 4. Employee Opt-Out: The District will provide a cash incentive of three thousand dollars (\$3,000) to an employee who opts-out of the medical insurance coverage program. Said employee must prove that he/she has medical coverage yearly elsewhere. Employee shall receive two equal payments of one thousand five hundred dollars (\$1,500) each, the last pay period in December and June of each year. This incentive is part of the district-approved Section 125 Plan.
- 5. <u>Vision Care</u>: The employer shall provide an eye exam and refraction program to the employee and his/her dependents. In the event that an equivalent program is to be considered by the employer, the Management Team shall be actively consulted and shall maintain the right to approve the program. The program shall be that offered by Vision Benefits of America or equivalent. The plan benefits are listed below:

Affection of equivalent. The pro-		Frames 24 months
Frequency of Service: Vision exam	12 months Lenses 12 months	
	VBA Member Doctor OR	Non-Member Doctor
	(15,000 Nationwide)	
,	AMOUNT COVERED	AMOUNT REIMBURSED
Vision Exam	100%	\$40.00
Clear Standard Lenses (Pai	r):	
Single Vision	100%	\$40.00
Bifocal, Blended	100%	\$60.00
Trifocal,	100%	\$80.00
Lenticular	100%	\$120.00
Polycarbonate Lens Materi	al** 100%	N/A

Frame	100% *	\$50.00
-or-		

Contacts (includes the vision exam allowance):\*\*\*\*\*

Selected in lieu of glasses	\$200.00	\$200.00
Medically Required	UCR***	\$320.00
Low Vision Aids (per 24 mos)	UCR***	\$650.00

Laser Vision Corrections: Discount off of prevailing fee at TLC Laser Eye

#### Centers.

- \*Within the program's \$60.00 wholesale allowance (approx. \$150-\$180 retail).
- \*\*Available in-network at no charge for children under age 19.
- \*\*\*Usual, customary and reasonable as determined by VBA.
- \*\*\*\*Clear Progressive lenses typically retail from \$150-400, depending on the brand. VBA's control costs generally read from \$45 to \$175.
- \*\*\*\*\*The contact allowance is applied to all services/materials associated with contact lenses. This includes, but not limited to, contact exam, fitting, dispensing, cost of lenses, etc. No guarantee the contact allowance will cover entire cost of contacts (materials/services).

## 6. Dental Insurance:

- a. The employer shall provide to the employee and his dependents a full dental plan which shall be the basic foundation program (100% usual, customary, and reasonable fee schedule).
- b. The program shall be that offered by Blue Cross or equivalent.
- c. Orthodontia coverage is provided to the employee and his/her dependents. The coverage is included under the district's self-insurance program and is limited to one thousand dollars (\$1,000.00) per case.
- 7. <u>Hospitalization Insurance</u>: The Employer shall provide for Capital Blue Cross PPO Medical coverage or equivalent coverage for each employee and his/her dependents. The annual PPO Medical deduction for participating providers will be \$2,000.00 per individual and \$4,000.00 per family for the length of this agreement. The first \$500 per individual and \$1,000 per family will be the responsibility of the Employee, the Employer will be responsible for \$1,500 per individual and \$3,000 per family after the Employee co-pay amount has been satisfied.
  - a. Birthday rule language will be added for those individuals whose spouse may have coverage.
  - b. There will be no duplicate coverage provided for husband/wife employees.
  - c. Hospice benefit is currently at \$7,500 maximum. Amount will increase to \$50,000 maximum.
  - d. <u>Mental Health Care Provider</u>: Add Masters of Social Worker and Licensed Social Worker to list of professional providers.

# 8. Prescription Program:

## a. Benefits

- i. Prescription drug benefits are available to each full-time employee and family member as per group contracts. The school district has the right to secure verification of employee and/or family member use only through confirmation of prescription numbers of physicians and/or pharmacies.
- ii. Program Benefits Included:
  - 1. Legend Drugs: Those which cannot be legally dispensed without a prescription.

- 2. Compound: Prescriptions containing at least one prescription drug.
- 3. Insulin: May be dispensed without prescription.
- 4. Maximum Supply: Non-maintenance drug prescription.
- iii. Mandatory Mail Order: For all prescriptions which are maintenance (35-90 day supply) drugs, the prescriptions <u>must be ordered through the mail order system</u>. Employees <u>may use</u> the mail order system for any prescription if they wish.

# b. Program Limitations

- i. Employee and family members shall request that physicians prescribe generic drugs when applicable and available.
- ii. The spouse of each employee must use his/her prescription plan for self-use if one is available from his/her employer.
- iii. Refills will not be provided beyond one year of the original prescription date.
- iv. No benefits shall be provided for contraceptive devices, hair loss, artificial appliances, therapeutic devices, hypodermic needles, syringes and similar devices, except for supplies necessary to treat diabetes.
- v. Contraception medications will be included in this program effective July 1, 2011. Lifestyle drugs, including those medications used to treat infertility remain excluded regardless of the medical reason.
- vi. No benefits are provided for administering or injecting prescription medications.

# c. Eligibility for Benefits

i. Only those employees entitled to the school district fringe benefit program as stipulated by the various employee contracts are eligible for the above program.

# d. Prescription Co-Pay

i. Effective July 1, 2008 the following co-pay structure will be in effect:

• • • • • • • • • • • • • • • • • • • •	<u>Deductible</u>	Generic	<b>Brand</b>	Multi
Retail (30 day)	\$40.00	10%	25%	30%
Mail Order (1-90 day)	\$0.00	10%	25%	30%

# 9. Professional Organization

Each Administrator will have her/his dues membership in one local, state and national professional organization paid by the district.

# 10. Sick Leave Provisions

- a. Each Administrator is allotted fifteen days of sick leave per year. Unused days may accumulate year-to-year without limitation.
  - i. At the time of retirement, the district will distribute a lump sum payment based upon a value of \$50.00 per day up to a maximum of 250 days into the 403(b) Deferred Compensation Plan approved by the district and employee groups. There shall be no cash option available. Any individual who has more than 250 days accumulated at the date of the contract (7/1/2008) shall be grandfathered and not affected by this limitation.

# 11. Personal Leave Days

Each Administrator shall be provided three days of personal leave each year. Unused days may be carried over to the next year up to a maximum of five days or said days may be converted to sick leave.

## 12. Vacation Leave

1. Each two-hundred-forty-day Administrator actively employed as of July 1, 2008 shall receive twenty paid vacation leave days per year. Each two-hundred-day Administrato shall receive eleven paid vacation leave days per year.

- a. No more than ten (10) vacation days may be taken in any calendar month. The Superintendent may grant an exception under extenuating circumstances.
- b. Effective with vacation days accrued after July 1, 2014, no more than 10 vacation days may carry over to the next contract year.
- c. Employees shall be permitted to be reimbursed for unused vacation days up to a maximum of ten (10) days per year at the regular salary rate. These employees must notify the central office payroll administrator in writing by May 15 of each year the number of days that the employee wishes to utilize in this manner. This reimbursement will be evenly distributed over the last two pay periods in June and, by law, is not PSERS-eligible.
- d. Upon retirement, the district will provide a non-elective employee contribution of vacation leave day value up to a maximum of 75 days into the district and employee group approved 403(b) Deferred Compensation Plan. If the district's contribution causes the employee's account to exceed the Section 415(c) contribution limitation for the year, then any excess over that limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to employee has been contributed as non-elective employer contributions. The district shall make no contributions under this provision in any calendar year that begins after the fifth year following the year in which the employee's severance from service with the district. The employee shall have no cash option. Any employee currently exceeding 75 days at the time of the contract inception, July 1, 2008, will be grandfathered and not affected by this limitation.

## 13. Professional Leave

1. Each Administrator will be permitted to attend conferences for no more than a period of five days each year unless the Superintendent and/or Board feels it is in the best interest of the district.

# 14. Course Reimbursement

The Employer will reimburse members of the Act 93 Agreement for additional credit hours in accordance with the following guidelines:

- 1. Prior approval of the Superintendent of Schools is required
- 2. A tuition reimbursement fund will be created equivalent to 36 graduate credits at the Penn State Schuylkill rate. The funds will be prorated on a per credit basis and paid in June of each year.
- 3. Reimbursement is for credits only (exclusive of fees, materials, texts, etc)
- 4. Members of the Act 93 Agreement must satisfactorily complete the course and earn a B grade or better, or a "Pass" grade if the course is pass/fail.
- 5. Should the member of the Act 93 Agreement separate from the District for reasons other than death or retirement within two years of receiving tuition reimbursement(s), the following payback schedule shall be applied:
  - a. Courses taken within 1 year of resignation: 100% payback
  - b. Courses taken within 2 years of resignation: 75% payback

#### Article 9

## A. Fact-Finding Procedures for Middle Management Personnel

- 1. Administrators formally advise the School board with their dissatisfaction with the Compensation plan. (File a grievance)
- 2. The School Board is required to appoint a panel to investigate the matter. The panel shall be composed of one school director, one administrator, and one representative from the Department of Education.

3. The panel must meet within fifteen days of appointment.

4. The panel gathers facts and data relative to the grievance on the Compensation Plan. Following the fact-finding process, the panel initiates negotiations between the parties in order to reach an agreement.

5. If the panel determines that the process is at an impasse, a public hearing must be held on

the matter. Both sides present their position.

6. After the public hearing the panel prepares a report of findings. This report is sent to the Governor, the General Assembly, and to the Board President.

7. The Governor or his designee serves as a referee or arbitrator in the matter and issues a decision on its resolution.

#### Article 10

A. Non-Discrimination Policy

Schuylkill Haven Area School District is an equal opportunity educational institution that will not discriminate on the basis of race, color, national origin, sex and handicap in its activities, programs, or employment practices as required by Title VI, Title IX or Section 504. For information regarding civil rights or grievance procedures information regarding services, activities and facilities that are accessible to and usable by handicapped persons, contact: Lorraine M. Felker, Equal Rights and Opportunities Director, Schuylkill Haven Area School District, 501 East Main Street, Schuylkill Haven, PA (570-385-6705).

This plan is herein approved and executed the 16th day of April, 2014.

Board President

Board Secretary

Administrator

Administrator

Administrator

Administrator

Administrator

# MEMORANDUM OF UNDERSTANDING between Schuylkill Haven Administrative Management Team

# and Schuylkill Haven Area School District

This Memorandum of Understanding is made the 16<sup>th</sup> day of April, 2014, by and between the Schuylkill Haven School District and the Schuylkill Haven Administrative Management Team:

**NOW THEREFORE,** with the intent to be a binding agreement between the parties, the parties agree to the following addition to the current Compensation Plan:

Article 8, Section A: Fringe Benefits

#### 12. Vacation Leave

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- b. Effective July 1, 2013, Act 93 personnel shall be permitted to carry-over a maximum of ten (10) vacation days to the next work year. Vacation days accumulated prior to July 1, 2014, will be exempted from this requirement and will be accumulated until exhausted.
- C. Effective July 1, 2013, administrators shall be permitted to be reimbursed for unused vacation days up to a maximum of ten (10) days per year at the regular salary rate. These employees must notify the central office payroll administrator in writing by May 15 of each year the number of days that the employee wishes to utilize in this manner. This reimbursement will be evenly distributed over the last two pay periods in June and, by law, is not PSERS-eligible.

**IN WITNESS WHEREOF,** the undersigned have executed this Agreement as of the day and year first above written.

ATTEST:

Board Secretary

ATTEST:

Administrative Representative

Schuylkill Haven School Board

Board President

Schuylkill Haven Administrative Management Team

Administrative Representative

Date