

**SOUTHEASTERN GREENE SCHOOL DISTRICT**

**Act 93 Compensation Plan**

**July 1, 2014 – June 30, 2017**

# **SOUTHEASTERN GREENE SCHOOL DISTRICT**

## **Act 93 Compensation Plan**

### **I. INTRODUCTION**

Act 93 of 1984 amended various sections of the Public School Code of 1949 and added some new provisions which direct the Board of School Directors of each school district to adopt a written Administrators' Compensation Plan as policy, and provides a means for which compensation matters affecting school administrators may be resolved within the framework of a management team philosophy. The mandated Compensation Plan must include statements regarding the duration of the Plan, which must be no less than one (1) year, positions covered by the Plan, salary amounts or a salary schedule, and a listing of fringe benefits.

Act 93 requires "meet and discuss" sessions between school administrators and the Board if a majority of the administrators request such meetings. The present Compensation Plan was developed in writing by the School Board after the School Board had attended at least one of these sessions with the various administrators of the School District.

### **II. MANAGEMENT TEAM CONCEPT**

The Southeastern Greene School District (the "District") and its Board of School Directors (the "Board") are firmly committed to the management team concept. The management team concept draws upon the unique insights, perspectives, education, expertise, and experience of the Administrators of the District. It is the belief of the Board that shared decision making results in better decisions. The Board, in turn, is on the record to consider seriously all recommendations made by the management team (i.e. the Administrators of the Southeastern Greene School District). Cooperation between the Board and the management team is necessary for the effective operation of the District. The Board and the Superintendent/Acting Superintendent believe that this Compensation Plan is designed to maintain the high level of teamwork and harmony, which currently exists in the District.

### **III. DURATION OF THE PLAN**

The duration of this Plan is for the 2014-2015 fiscal and school year, beginning July 1, 2014 and ending June 30, 2017.

**IV. DEFINITIONS**

The term "Administrator" shall include the following positions for the purpose of this Plan:

<u>Position</u>	<u>Term of Employment</u>
Secondary Principal	12 months / 240 days
Elementary Principal	12 months / 240 days
Special Education Director/ Coordinator of Pupil Services	12 months / 240 days
Coordinator of Educational Services	12 months / 240 days
Curriculum Director/ Assistant to the Superintendent/ Acting Superintendent	12 months / 240 days

**V. COMPENSATION**

Salaries for employees for the 2014-2015, 2015-2016, and 2016-2017 school years shall be as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
Bart Donley, Secondary Principal	\$ 79,000	\$81,000	\$83,000
Rick Menear, Elementary Principal	\$ 70,000	\$72,000	\$74,000
Billi Jo Huffman, Special Education Director / Coordinator of Pupil Services	\$ 70,000	\$72,000	\$74,000
Kim Tencer, Coordinator of Educational Services	\$ 80,000	\$81,000	\$82,000
Scott Sinn, Curriculum Director/ Assistant to the Superintendent/Acting Superintendent	\$ 83,000	\$84,000	\$85,000

The salaries contained in this schedule shall be effective beginning July 1, 2014 and continue until June 30, 2017.

The School District reserves the right to negotiate a salary with any individual newly hired or promoted into the position of "Administrator" after the effective date of this Act 93 Compensation Plan.

## **VI. FRINGE BENEFITS**

### **A. HEALTH CARE INSURANCE**

The District shall provide coverage for each Administrator, his/her spouse, and his/her dependents under the plan stated below.

1. Highmark PPO Plan S (as provided for the School District's professional employees in the school year 2014-2015).

The District reserves the right to substitute any health insurance coverage provided for under this Act 93 Compensation Plan with any insurance provided to the District's professional employees under any collective bargaining agreement entered into between the District and the Southeastern Greene Education Association.

The Administrator shall pay a \$15.00 premium share per month for single coverage, and a \$20.00 premium share per month for family coverage for an Administrator and the Administrator's spouse and/or eligible dependents. The Administrator is responsible for initiating this coverage through the Business Office and for modifying the coverage, when necessary.

During 2014-2015 school year, an Administrator may opt not to choose the available health plan and receive monthly payment in the amount of \$500, and under the same terms and restrictions as are contained in the collective bargaining agreement entered into between the District and the Southeastern Greene Education Association. Beginning in the 2015-2016 school year, an Administrator may opt not to choose the available health plan and receive monthly payment in the amount of \$600, and under the same terms and restrictions as are contained in the collective bargaining agreement entered into between the District and the Southeastern Greene Education Association.

### **B. DEATH DURING ACTIVE SERVICE**

In the event of the death of an Administrator during active service, for his spouse only, the District shall provide for the spouse the premiums for the coverage in effect as described in subsection A above until such spouse attains the age of Medicare eligibility or remarries, which ever occurs first. This excludes the selection of no insurance coverage by the Administrator as this is a death benefit only.

C. LIFE INSURANCE

1. Term life insurance (group plan) in the principal amount of Fifty Thousand Dollars (\$50,000.00).
2. Accidental death and dismemberment insurance (group plan) in the principal amount of Fifty Thousand Dollars (\$50,000.00).

D. OTHER INSURANCE

The District shall provide each Administrator with \$1,000,000.00 coverage under its errors and omissions insurance.

E. DENTAL INSURANCE

The Board agrees to pay for Dental coverage under the same terms and conditions as provided for in the contract for professional employees.

F. VISION INSURANCE

The Board agrees to pay for Vision Coverage under the same terms and conditions as provided for in the contract for professional employees.

G. PERSONNEL FILE

An Administrator shall have the right upon request to review the contents of his/her personnel file at reasonable times.

H. PROFESSIONAL MEMBERSHIPS

All Administrators shall be afforded one paid membership in the professional organization for their administrative level. The Superintendent/Acting Superintendent must approve the application of this benefit. A financial maximum of \$700.00 shall apply.

I. CONFERENCES

The Board shall permit each Administrator to attend one state conference for Act 93 members each year, cost to be paid by the District. The Superintendent/Acting Superintendent must approve the application for this benefit. A written report shall be presented to the Superintendent/Acting Superintendent upon return from the conference within two weeks.

## J. TRAVEL EXPENSES

1. Administrators shall be reimbursed in the amount established by the Board for approved School District Travel. Travel reimbursement may be from the Administrator's building of assignment or home, whichever is closer to the destination of travel.
2. The District will reimburse Administrators for mileage with prior approval of the Superintendent/Acting Superintendent.
3. Mileage will be reimbursed at the rate established by the IRS.

## K. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to reimburse each Administrator at the rate of \$520 per credit hour for each college credit hour earned, subject to the following conditions:

1. Credits must be earned in the field of education or related to the supervisory assignment of the Administrator, and must have prior approval of the Superintendent/Acting Superintendent.
2. A passing grade of "B" or better must be achieved or the satisfactory completion of a non-graded course.
3. In no case shall reimbursement exceed the actual tuition cost.
4. The Administrator must present to the Superintendent/Acting Superintendent a transcript or computerized grade sheet and a receipt showing the cost of the course.
5. Credits must be obtained through a college or university accredited by the Pennsylvania Department of Education.
6. Intermediate Unit classes shall be reimbursed if it is approved by the course of study for which ever college or university is providing the masters level program or certification to that individual, or if it is related to the supervisory assignment or certification of the employee.
7. Credits earned prior to July 1, 2011 are not eligible for this reimbursement and are subject to the terms and reimbursement rate provided for in the previous Act 93 Compensation Plan.

8. Reimbursement for credits taken after July 1, 2011 and/or for programs initiated by registration or enrollment after July 1, 2011 to earn a Master's Degree or a Doctorate Degree, shall be subject to repayment to the District by the Administrator if the Administrator's employment is terminated other than by death, disability or retirement with the District within sixty (60) months of receiving reimbursement based on the following scale:
  - (a) 100% of any reimbursement paid to the Administrator within twelve (12) months before termination of employment;
  - (b) 80% of any reimbursement paid to the Administrator within twenty-four (24) months before termination of employment;
  - (c) 60% of any reimbursement paid to the Administrator within thirty-six (36) months before termination of employment;
  - (d) 40% of any reimbursement paid to the Administrator within forty-eight (48) months before termination of employment;
  - (e) 20% of any reimbursement paid to the Administrator within sixty (60) months before termination of employment.

L. JURY DUTY

An Administrator who serves on jury duty on any day he/she is scheduled to work shall receive the difference between his daily basic compensation and the compensation received by him/her for the jury duty.

## M. EVALUATIONS

The Superintendent/Acting Superintendent shall establish written goals for each Administrator at or near the beginning of the school year.

Each Administrator shall be evaluated under the requirements of the Pennsylvania School Code. The Superintendent/Acting Superintendent shall perform the evaluations and provide a copy of such evaluations to the Board. Such evaluations shall not be made public. January will be the mid-point progress review, with the final evaluation being performed at or near the end of the school year.

The Board reserves the right to conduct anonymous and confidential surveys of the professional employees of the District for the purpose of better evaluating the effectiveness and performance of the Administrators. The Board also reserves the right to require that Administrators provide the Board with defined goals and objectives for the upcoming school year.

## N. POST RETIREMENT BENEFITS

Any administrator achieving 25 years of service as an educator by the effective date of his/her retirement, with the most recent 10 years of consecutive administrative service being in the Southeastern Greene School District shall be provided with Health Insurance as stated above for the retired employee and his/her spouse until the retired employee becomes eligible for Medicare, with a maximum of 10 years of coverage. This health care shall be provided under the same terms and conditions as provided to the School District's professional employees during the 2014-2015 school year, except that the school district's premium contribution shall not exceed the premium rates as of June 30<sup>th</sup> of their year of retirement.



## **VII. VACATION/HOLIDAYS**

### **A. VACATION DAYS**

Each Administrator shall be entitled to twenty (20) paid vacation days per year. Vacation days not taken in the fiscal year (July 1 to June 30) shall be accruable to a maximum of ten (10), and must be used prior to July 31 of that calendar year. Each year, an Administrator may sell back up to five (5) vacation days at their per diem rate of pay. Any unused vacation days will be converted into sick days. Vacation days must be approved in advance by the Superintendent/Acting Superintendent.

Any vacation days remaining at the time of administrative retirement shall be compensated at the same rate as his/her accumulated sick days. Excepting this, in the event that an Administrator shall resign or his/her employment shall otherwise be terminated, the Administrator shall only be entitled to a prorated number of vacation days based upon his/her 12 month/240 day work year.

### **B. OTHER NON-WORKING DAYS**

As outlined by the District adopted school calendar.

## **VIII. LEAVES OF ABSENCE**

### **A. ACCUMULATED SICK LEAVE DAYS**

Each Administrator shall accumulate ten (10) days of sick leave annually. The unused portion of such allowance shall accumulate from year to year without limitation. A Doctor's excuse shall be required after an absence of three (3) consecutive days including leave taken for tending to illness within the immediate family as defined by the School Code. Sick leave shall be granted for tending to illness within the immediate family.

### **B. NOTIFICATION OF ACCUMULATION OF SICK LEAVE**

Administrators shall be given a written accounting of accumulated sick leave days not later than October 1<sup>st</sup> of each year.

C. REIMBURSEMENT FOR UNUSED SICK LEAVE

1. The Southeastern Greene School District shall pay any retiring Administrator who retires in accordance with the retirement provisions of the Pennsylvania School Employees Retirement System (PSERS) and its laws and regulations and the policies of the Southeastern Greene School District, an amount equal to:

100 days or fewer . . . . . \$70.00 for each day  
100.5 days and above . . . . . \$100.00 for each day

It is understood that when computing the amount paid for each day, the payment is based upon the total number of unused sick days in each increment (100 days or less / 100.5 days or more) at the stated rate for each increment, i.e. sequentially.

2. Any Administrator shall be reimbursed at the rate of \$50.00 per day for each unused sick day up to a maximum of twenty (20) days per year. The Administrator must give written notification to the Business Office, prior to May 1<sup>st</sup>, listing the number of days being requested for reimbursement. Reimbursed sick days cannot be accumulated and shall be forfeited. A perfect attendance incentive of \$200.00 shall be provided to any Administrator who does not use any sick leave during the school year.
3. The Administrator shall receive his/her reimbursement with the second pay after the close of the school year. This payment shall be made by a separate check.
4. In the event that an Administrator shall resign or his/her employment shall otherwise be terminated, the Administrator shall be entitled to reimbursement for a prorated number of unused and reimbursable sick days for the current school year based upon his/her 12 month/240 day work year.

## D. PAID LEAVES OF ABSENCE

### 1. Personal Days

Each year, five (5) personal days shall be made available to all Administrators. Personal days shall be for personal, legal, religious, business, household, or family matters that require absence during school hours. No reason needs to be given when taking a personal day. Notification of taking a personal day shall follow the same procedure as applicable to sick leave.

(a) An Administrator may accumulate an unlimited number of personal days. No Administrator shall take more than five consecutive personal days or more than ten in one year.

(b) Personal days may be taken in one-half (1/2) day increments with prior approval of the Superintendent/Acting Superintendent.

(c) No personal day shall be taken on an Act 80 day or an in-service day, except for an emergency that is to be reasonably defined by the Administrator and approved by the Superintendent/Acting Superintendent.

(d) An Administrator shall be entitled to a sixth (6<sup>th</sup>) personal day annually. However, the usage of the sixth personal day shall result in the deduction of one (1) accumulated sick leave day and said deduction shall count in the calculation of sick day buy-back and perfect attendance.

(e) The Board shall reimburse for unused personal days at a rate of \$85.00 per day maximum of \$850.00 per year. This amount is to be paid with the second pay after the close of the school year, by separate check. The unused personal days will be forfeited upon payment of same.

(f) In the event that an Administrator shall resign or his/her employment shall otherwise be terminated, the Administrator shall be entitled to reimbursement for a prorated number of unused and reimbursable personal days for the current school year based upon his/her 12 month/240 day work year.

2. An Administrator shall be granted four (4) days of leave with no deduction in salary of said employee because of a death in the immediate family as defined by the School Code. When death occurs to a near relative, the Administrator shall be granted one (1) day leave with no deduction in salary. A near relative shall be as defined in the School Code.

3. An Administrator who meets eligibility for sabbatical leave under the terms of the Pennsylvania School Code shall be granted the leave with the appropriate percentage based upon the Administrator's salary. All benefits are to be continued during the sabbatical leave.

#### E. UNPAID LEAVES OF ABSENCE

1. Illness or Disability

An Administrator who is unable to work due to personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay but with health insurance for the duration of such illness or disability for the remainder of that school year or twelve (12) weeks whichever is longer. A doctor's excuse shall be provided to the Board prior to the Administrator being granted the within leave. The Board shall continue such leave of absence without pay and without benefits for an additional period of one (1) school year. However, such leave must be requested in writing before the beginning of the following school year. The above shall be granted for the purpose of tending illness in the immediate family. Nothing herein shall supersede the Family Medical Leave Act. Prior to resuming his/her duties, any Administrator utilizing the within leave shall be required to provide with Board with a doctor's statement evidencing that Administrator's ability to perform his/her job duties.

2. Maternity Leave

Administrators of the Southeastern Greene School District shall be provided with maternity leave subject to the following:

- (a) The Administrator shall submit a written request at least thirty (30) days prior to the beginning of the leave, except in cases of emergency, which will be supported by a doctor's statement.

- (b) The Administrator's doctor shall determine the beginning date of a maternity leave.

- (c) An Administrator who is unable to work due to pregnancy and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such pregnancy for the remainder of the semester. The Board shall continue such leave of absence without pay for an additional period of one (1) year from the date of the child's birth.

(d) The within Maternity Leave shall be in addition to any leave to which the Administrator is entitled under the Family Medical Leave Act.

3. Child Rearing

Any Administrator shall be entitled to a maximum of one (1) year of unpaid leave of absence for the purpose of child rearing. The entire leave must be taken on consecutive days and within a single school year. For example, if requested leave commences October 1, 2015, the Administrator must return to work by the first day of the 2016-2017 work year and forfeits the balance of the one-year maximum entitlement.

**IX. RESIGNATION**

An Administrator shall be entitled to terminate their employment with the District by written resignation presented sixty (60) days before their resignation becomes effective.

**X. NEWLY EMPLOYED ADMINISTRATORS**

The salary for newly employed Administrators is to be negotiated with the new Administrator, as provided for in Article V. above.

**XI. BOARD AUTHORITY**

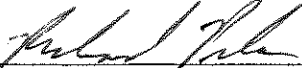
Nothing in this Act 93 Compensation Plan shall deprive or in any manner limit the authority or powers of the Board of School Directors, including, but not limited to, that authority and those powers granted to the Board in Article V of the Pennsylvania Public School Code of 1949, as amended.

**XII. MISCELLANEOUS**


1. The members of Act 93 shall be required to attend all regular School Board meetings and all monthly Work Shop Board meetings, and such other School Board meetings as so directed by the Board.
2. Any criticism of members of Act 93 by Board Members or criticism of Board Members by members of Act 93 shall be made in private and not:
  - i. In the presence of other teachers, students or parents.
  - ii. In the newspaper
  - iii. At public meetings

3. The Board reserves the right to adopt, revise, draft, and/or implement job descriptions and applicable responsibilities for each member of Act 93. A copy of any existing, modified, revised or amended job descriptions and responsibilities will be provided to each member of Act 93. Written job descriptions and applicable responsibilities will be utilized in evaluating members of Act 93 as provided for in Article VI, M above.
4. The salary provided to an Administrator under Section V above shall be considered full compensation for any and all duties that are currently assigned or may in the future be assigned to the Administrator.

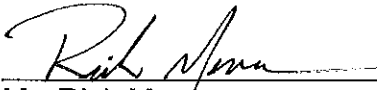
**SIGNATURE PAGE:**

  
Mr. Richard Pekar  
Acting Superintendent of Schools

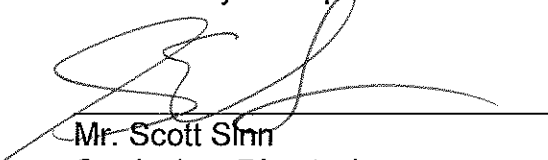
3-11-15  
Date:

  
Mr. Bart Donley  
Secondary Principal

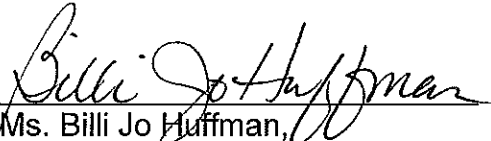
3-11-15  
Date:

  
Mr. Rick Menear  
Elementary Principal


3/11/15  
Date:

  
Mr. Scott Sinn  
Curriculum Director/  
Assistant to the Superintendent

3/18/15  
Date:

  
Ms. Billi Jo Huffman,  
Special Education Director/  
Coordinator of Pupil Services

3-11-15  
Date:

  
Ms. Kim Tencer,  
Coordinator of Educational Services

3-11-2015  
Date:

  
Mr. Joseph Spiker  
Board President

2-23-15  
Date:

  
Mr. Patrick Sweeney  
Board Secretary, Business Manager

2-23-15  
Date: