Salary and Benefit Plan Act 93 Employees

BENEFITS EFFECTIVE JULY 1, 2013 TO JUNE 30, 2017

William Penn Board of School Directors APPROVED September 23, 2013

WILLIAM PENN SCHOOL DISTRICT <u>ACT 93 EMPLOYEES</u> ADMINISTRATIVE SALARY AND BENEFITS AGREEMENT **JULY 1, 2013 – JUNE 30, 2017**

SALARY

Administrators will receive the following increases effective July 1 of each year of the Agreement as follows:

2013-2014	2.30%
2014-2015	2.50%
2015-2016	2.40%
2016-2017	2.05%

ANNUAL EVALUATION

Each Administrator will be formally evaluated annually, and the basis of this evaluation will be performance of job responsibilities and the achievement of goals. If the Administrator is evaluated as "unsatisfactory" based on the goals set at the beginning of the school year, he/she will receive no raise.

WORK YEAR

The Administrative work year is two hundred sixty-one (261) days.

HOLIDAYS

There shall be fifteen (15) paid holidays for each year of this Agreement for all Act 93 employees which shall be in accordance with the school calendar. In addition, there shall be a sixteenth (16) paid holiday during each year of this Agreement for twelve-month Act 93 employees.

PAY PERIODS

All Administrators will receive their salaries on a bi-weekly basis, with all monies to be received by the end of the fiscal year in which the pay has been earned.

MEDICAL INSURANCE

1. Effective February 1, 2009 the employer will provide the following plans, which result in coverage for the employee and any eligible dependents of the employee's family:

- a. Keystone HMO 15
- b. Independence Blue Cross Personal Choice, 20/30/70

Effective July 1, 2013, all employees shall contribute toward the cost of the medical insurance premium for PC 20/30/70 and Keystone 15 HMO Plan with the following payroll contributions:

	PC 20/30/70	Keystone 15 HMO
2013-2014	8%	6%
2014-2015	9%	8%
2015-2016	10%	9%
2016-2017	10%	9%

Each Administrator is entitled to change or designate his/her plan during each yearly open enrollment period, as set by the school district.

The district has amended its Agreement with the medical insurance carriers to allow continuation of medical insurance, at the employee's expense, for employees on approved unpaid leaves of absence. Arrangements for payment by employees are to be made through the **Human Resource** Office.

- 2. Effective upon **Board approval** and continuing through the life of the Agreement, the employer will provide the following plans, which result in coverage for the **employee and eligible dependents:**
 - a. Blue Cross/Blue Shield Personal Choice Plan.

 Personal Choice Option 20/30/70, with \$5/\$30 two tier free standing prescription plan.
 - b. Each member shall have a right, as an alternative, to participation in the health insurance plan described above in section one of this Article, to elect to participate in the **Keystone 15 Plan with \$5/\$10 prescription**
 - c. No member shall be entitled to contribution of premium cost that results in coverage of the member or any member of the member's family under both the above plans described in section one
 - d. In the event that a member and/or a member of his/her family is enrolled at district expense in an HMO plan that offers prescription drug coverage as a part of its plan, the member and his/her family shall not be eligible for enrollment or coverage at district expense in the Prescription Drug Plan provided for in this Agreement.

2

3. Election of Medical Insurance Options

Each member shall have the right to elect to be enrolled in the Blue Cross/Blue Shield medical insurance programs described in section one above, in accordance with the following schedule:

- a. A member may enroll in a specific medical insurance plan in each school year of this Agreement provided that he/she enrolls prior to July 1 of the respective school year.
- b. A member who fails to elect to be enrolled in a specific medical insurance plan prior to the above date(s) shall be deemed to have elected to continue enrollment in the plan in which they have been previously enrolled.
- c. A newly-employed member shall be allowed to elect enrollment at the time of his/her employment and may thereafter elect to change his/her enrollment, in accordance with the above schedule.
- d. A member who decides to change over to district insurance due to a life-changing event which results in loss of coverage for the employee/dependent as evidenced by verification satisfactory to the District shall be entitled to do so at any time of the year provided the carrier accepts the member.
- 4. Medical Insurance During Approved Unpaid Leaves

The district agrees to allow continuation of medical insurance, at the member's expense, during approved unpaid leaves of absence. Arrangements for payment by members shall be made through the **Human Resource** Office.

- 5. The district reserves the right to change insurance carriers if other carriers, like a Preferred Provider Organization (PPO), can provide like or better coverage at a lesser cost. This determination will be made through the Health Cost Containment Committee. The District currently is a participant in the Delaware County Health Care Trust Consortium
- 6. <u>Self-Insurance.</u> The District will "self-insure" members' co-payments required by the PC 20/30/70 Plan for inpatient hospitalizations and outpatient surgeries up to a maximum for the Act 93 group of \$10,000 per year.
- 7. Reimbursement From Contractual Pool of Funds for Coverage of In-Patient

In the event that a member or eligible dependent who is covered by the PC 20/30/70 Plan has occasion to be hospitalized or to require out-patient surgery

services, William Penn School District shall self-fund the one hundred fifty (\$150) per day co-payment that would otherwise be due to be paid by the employee or eligible dependent. The District shall employ Gallagher Benefits Services, Inc., or any other firm of its choosing, to administer payment of these amounts.

Upon receipt of a bill or statement denoting covered services, the member shall complete the form, attached hereto, and shall submit the form, along with the bill or statement to Gallagher Benefits, at the address noted on the form.

Gallagher shall issue a check in the appropriate amount to the member no later than the next following pay period.

Upon issuance of said check in the appropriate amount, the Act 93 group shall hold the District harmless for any and all causes of action, suits or complaints that may result from the implementation of Section 7 of this Agreement.

The District shall maintain a running accounting of all such payments made to Act 93 members and shall provide an electronic copy of said accounting to the group upon request.

VISION INSURANCE

Effective with the date of the Agreement, the employer will provide each calendar year \$300 per covered employee/family member for the NVA vision care plan.

DENTAL INSURANCE

Full premiums for the basic individual and/or family dental plan shall be paid for all Administrators and families. In addition, the district shall pay full premiums for Administrators and family, if desired, for the following:

- 1. Four-Part Additional Benefit:
 - a. Oral Surgery (100% UCR)
 - b. Prosthetics and Crown, Inlay and Onlay Restoration (50% UCR)
 - c. Periodontics (50% UCR)
 - d. Orthodontics (50% UCR)

NOTE: Orthodontics specifies a \$1,000 lifetime maximum.

LIFE INSURANCE

Each Administrator will receive Group Term Life Insurance coverage in an amount

equal to three (3) times the current year's base salary to a maximum of \$300,000 with accidental death and dismemberment coverage. The full premium for the coverage shall be paid by the district.

INCOME PROTECTION

The district shall pay the premium for an income protection insurance plan. Maximum monthly benefits under the plan shall be 66-2/3% of regular earnings, up to a maximum of \$8,000, whichever is lower. Benefits begin on the 31st day of disability or at the end of the accumulated sick leave, whichever is later. Benefits are reduced if the employee is receiving any income from another source to which the employer has made a contribution, including Social Security, Public School Employees' Retirement System, and Workers' Compensation.

TRAVEL AND ACCIDENT INSURANCE

Each Administrator will receive Travel and Accident Insurance covering authorized travel for school district business, as well as commutation between home and school district. Benefits are \$100,000 Accidental Death and Dismemberment.

MEDICAL OR PHYSICAL FITNESS PROGRAM

The district will reimburse up to \$1,000 per year for the cost of therapy, medical equipment, and corrective devices recommended by a physician due to some illness, injury, or disability. The applicant first must exhaust the availability of these items or procedures in this section from his/her appropriate health plan. Pre-approval must be obtained by the Superintendent prior to submission for reimbursement.

RETIREMENT SEVERANCE PAY

Each Administrator who retires from the school district in accordance with the regulations of the Public School Employees' Retirement System, or who dies in service, shall be entitled to receive a retirement severance payment which shall be calculated based upon the number of earned and accumulated sick leave days which remain unused as of the date of retirement or death. The Administrator shall receive payment for one third (1/3) of their accumulated sick leave at their daily rate which will be paid in accordance with the District approved 403(b) or other IRS tax shelter annuity program Plan Document.

RETIREMENT MEDICAL INSURANCE

Upon retirement after fifteen (15) years of continuous service as an employee of the William Penn School District, the district shall provide individual and family medical coverage consistent with the Plans referenced under Medical Insurance, if applicable, for the Administrator until age sixty-five (65).

The following guidelines will be used to determine eligibility:

- 1. Fifteen (15) years' consecutive service.
- 2. At least fifty-five (55) years of age on date of retirement.
- 3. Not eligible for permanent disability retirement.
- 4. Administrator must actually retire pursuant to the rules and regulations of the retirement system prior to the end of the fiscal year of application.
- 5. Administrator must submit letter of intent to retire by 4.5 months of the fiscal year of his/her retirement. The letter must also request this insurance coverage.
- 6. In the event that an eligible applicant obtains other employment which provides like or superior medical coverage, he/she shall notify the Superintendent. District payment of premiums for medical coverage will cease during such period of other coverage.

PERSONAL LEAVE

- 1. Administrators who work less than six (6) months of the fiscal year receive one and one-half (1-1/2) non-cumulative Personal Leave Days. Administrators who work six (6) months or more receive three (3) non-cumulative personal leave days. Unused personal leave days will be transferred to accumulated sick leave days at the end of each fiscal year.
- 2. Use of personal leave days shall be subject to the following provisions:
 - a. Personal leave days may not be taken on the day before or the day after a holiday or vacation period.
 - b. Personal leave days may not be taken in blocks of more than two (2) consecutive days.
 - c. No more than twenty percent (20%) of the Administrative staff will be granted the same day off. In the event that more than twenty percent (20%) of the Administrative staff requests the same day for personal leave, the employees whose applications were submitted earliest to the Superintendent will be granted the day/days requested. In extenuating circumstances, the Superintendent may, at his/her discretion, waive the provisions of subsection a, b, or c above, provided that no such action shall constitute a precedent requiring similar action in any subsequent case.

3. Administrators desiring to use personal leave days are required to submit, at least forty-eight (48) hours in advance of the desired date, a form designated as "Request for Staff Absence." In emergency situations, the emergency must be explained to the Superintendent or his/her designee. The form may be submitted upon return to duty, provided the Superintendent or his/her designee, has been previously notified, either verbally or in writing, and the emergency personal leave day was approved.

BEREAVEMENT LEAVE

- 1. When an Administrator is absent because of death in the immediate family, there shall be no deduction in salary for an absence not in excess of five (5) school days.
- 2. When an Administrator is absent because of death of a near relative, there shall be no deduction in salary for absence on the day of the funeral.
- 3. In either case, the Board of School Directors may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant.
- 4. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the Administrator has made his/her home.

VACATION LEAVE

Administrators with one (1) or more years of William Penn School District administrative service shall be granted twenty (20) vacation days.

Administrators with part-time William Penn School District administrative service shall be granted one and two-thirds (1-2/3) vacation days multiplied by the number of months worked that year.

One vacation day will be added for each five-year period of administrative experience completed to a maximum of five (5) days after twenty-five (25) years of administrative experience in the district.

Vacation leave must be pre-approved by the Superintendent or designee.

Each Administrator will be able to accumulate five (5) vacation days per year up to a maximum of twenty (20) days. Each member of the Administrative Association shall retain all vacation leave accumulated prior to July 1, 2004.

Each Administrator must use his/her vacation days by August 15th of the following

year, unless authorized by the Superintendent. Effective July 1, 2005 all members of the Administrative Association will have the option to request payment for up to ten (10) days of their available vacation leave. Each Administrator will be notified, upon request, by the Personnel Department as to the amount of vacation leave available for compensation. Administrators must submit their request for vacation compensation to the Personnel Department by the end of May. Compensation received for vacation does not count in the contributions for the Pennsylvania State Employee Retirement System (PSERS). Any remaining vacation leave must be used by August 15th or forfeited.

Upon termination of employment with the school district, unused vacation leave will be paid in accordance with the district approved 403(b) or other IRS tax shelter annuity program Plan document.

EMERGENCIES

If the Superintendent determines that one or more Administrators must be called to work, the Administrator will do so with no additional compensation.

SICK LEAVE

Administrators shall be entitled to twelve (12) cumulative sick leave days for each year of service.

Eleven-month Administrators and part-time Administrators are entitled to one (1) sick leave day per month of service.

When an Administrator is ill, he/she is required to call the Superintendent's Office to notify him/her of the illness. Beginning with this agreement, administrators can use sick leave to care for family members who are sick/ill.

SNOW DAYS

Administrators shall not be required to report to work when schools are closed due to snow. Administrators are, however, responsible for Board and/or administrative meetings, unless cancelled.

PROFESSIONAL DEVELOPMENT

The district will pay up to \$4,000 per year for any of the following terms or combination of terms, as directed by the Administrators, and consistent with the requirements set forth below. Pre-approval procedures must be followed.

1. Professional Dues

Consistent with the above, the district will pay for dues or enrollment fees in any

professional organization or society for which he/she is eligible.

2. Conference Expenditures

Consistent with the above, the district will pay for professional conferences attended. Approval to attend must be obtained from one's supervisor prior to the conference.

3. Tuition Reimbursement

Consistent with the above, tuition for approved graduate-level courses will be reimbursed in full.

PERSONAL PROPERTY DAMAGE FUND

A Personal Property Damage Fund of **four thousand dollars (\$4,000)** per year will be used to reimburse Administrators for the cost of replacing or repairing personal property which is damaged, destroyed, or stolen while the Administrator is acting in the proper performance of professional duties.

Claims shall be limited to **five hundred (500) for** any loss resulting from a single incident. Claims shall be submitted, in writing, to the Superintendent within twenty (20) working days of the occurrence. No claims will be paid for losses which have been reimbursed from any other source where the loss has resulted from the administrator's negligence.



WILLIAM PENN SCHOOL DISTRICT

TERM OF ACT 93 AGREEMENT

This agreement shall take effect July 1, 2013 and shall remain in full force and effect through June 30, 2017.

William Penn School District Board of School Directors

<u>Xterne / X Jahon</u> Diane Leahan, Board President

A. Jeff Cuff, Board Secretary

11/1/13

// / / / / / 3

William Penn School District Act 93 Committee

Walter Rodriguez

Melissa Bolden

Hreula Willie

11 1 13

11 1 13.

11 | 1 | 13 | Date