

ARMSTRONG SCHOOL DISTRICT
ACT 93 CERTIFICATED ADMINISTRATOR PLAN

Plan Statement
Board of School Directors
and
Armstrong School District

July 1, 2018

through

June 30, 2023

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I. INTRODUCTION

In compliance with Section 1164 of the Pennsylvania School Code (Act 93) the following Act 93 Certificated Administrator Plan is adopted by the Board of Directors of the Armstrong School District in conjunction with good faith meet-and-discuss sessions with those district administrators set forth below within the provisions of said act.

II. TERM

The term of the Act 93 Certificated Administrator Plan is for a five (5) year term commencing July 1, 2018 and terminating midnight, June 30, 2023.

A. Sixty-Day Notice. In the event an administrator would unilaterally elect to leave his employment at Armstrong School District prior to the expiration of said term, he shall give sixty (60) calendar days written notice to the School District's Board and Superintendent(s). For purposes of said sixty (60) days, vacation days shall not be counted.

B. Termination for Cause. The School District shall have the right to sooner terminate this Agreement and dismiss the administrator for the reasons set forth in the Pennsylvania Public School Code of 1949, as from time-to-time amended. The administrator shall be granted the due process rights set forth in Section 1127 of said School Code of 1949 (24 P.S. §11-1127).

C. Mutual Termination. In the event the administrator's contract is terminated by mutual consent prior to its effective termination date or pursuant to Section II. B. herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Administrator.

D. Contract Year. All references in this Plan to "contract year" shall mean the period of time from July 1 to the following June 30th.

III. PHILOSOPHY

A. Act 93 Philosophy

Seeking to provide the optimum learning environment, the management team is dedicated to improving the educational process whenever and wherever possible. This endeavor requires much effort and many hours to serve the needs of the students, parents, teaching staff, support staff, central office administration, school board, and community. Our goal is continued improvement in the development of our students through a positive mental attitude, sound instruction, an attractive physical plant, co-curricular and extra-curricular activities, and effective communications. It is with these things in mind that the Board adopts this document.

B. Participating Administrators

Participating administrations under this plan and term are as follows:

- Elementary Principals
- Secondary Principals
- Assistant Principals (260 days)
- Assistant Principals (208 days)
- Coordinator of Special Education and Pupil Services
- Coordinator of Special Education and Psychological Services
- Coordinator of Child Accounting, Safe Schools and Transportation

IV. EVALUATION PROCESS

A. Evaluation must serve to foster self improvement and be a vital part of the total school plan to improve the goals of education, the instructional process, and the educational growth of students.

B. Purposes

1. Evaluation should be used to promote and assist professional growth.
2. Evaluation should be used to fulfill, in a uniform manner, the legal requirements of the state and local authorities.
3. Evaluation should be used to determine the quality of administrative performance.
4. An employee evaluation, based on an overall job description, goals, and performance, shall be administered by the Superintendent, or designee.

C. Areas of Administrative Appraisal

1. The administrator's performance and effectiveness is assessed within the scope of the administrator's area of responsibility and defined in respective job descriptions and based upon the building goals and upon the system wide goals and objectives.
2. The rating system for evaluations shall include the system devised by the Pennsylvania Department of Education utilizing the prescribed PDE forms. The method of appraisal consists of an administrator self assessment, evaluator's appraisal and administrator appraisal.
3. Appraisal Procedures – A mid-point conference will be conducted in regard to progress made, and possible need for modifications. Prior to the final conference the appraisee will submit a self assessment and summary. Administrators shall prepare a written progress report on their annual goals for mutual feedback and comment between them and the Superintendent or designee.

At the final conference the supervisor and the administrator will review the overall performance. A copy of the report will be given to the administrator.

V. DEFINITION OF WORK DAY / WORK YEAR

It is acknowledged that certificated administrators are salaried, twelve-month Administrative employees and, as such, will work the days to coincide with the student school year and follow the Board approved school calendar. Administrative employees work such hours as needed and directed by the Superintendent(s), including but not limited to summer, evening and weekends, school and district events, and attendance at school board meetings, as needed. All certificated administrators shall work a minimum of eight (8) hour days.

A. SUMMER WORK WEEK / HOURS

All certificated administrative employees will work forty (40) hours per week in a four (4) day work week during the summer, but only as determined by the Superintendent, and approved by the Board of School Directors. Unless otherwise established, this summer period shall begin the first Monday after the last teacher day of the school year. Summer hours shall end the Monday before the first teacher clerical day of the school year.

B. HOLIDAYS

Each certificated administrator will be granted twelve (12) paid holidays each year.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Monday after Thanksgiving *
Fourth of July	Day before Christmas
Labor Day	Christmas Day
Veteran's Day	Day after Christmas

* Option for the Monday after Thanksgiving exchanged with a day during the Christmas break, if appropriate.

C. VACATION

Each certificated administrator will be granted twenty (20) paid vacation days each year. Employees must use the twenty (20) vacation days by the 31st of July immediately following the contract year, or those days will be lost.

D. FLEX HOURS

On days in which the District is closed due to inclement weather, administrators have the option to telecommute provided that a log of work activities is maintained for that day. The administrator agrees to maintain a log of school activities during normal working hours for supervisor(s) verification and always inform his/her secretary of his/her whereabouts.

VI. COMPENSATION SYSTEM

A. SALARY

Any certificated administrator shall receive a base salary for all duties related to their position. Any certificated administrator who participates in this plan accepts the condition that the salary arrived at for the position assigned is agreeable. (See Appendix A.)

1. There will be five (5) factors used in addition to the base salary to arrive at the final salary, where applicable. They are as follows:
 - a. Principalship.
An amount of \$4,000 will be earned for the position of principal.
 - b. Further Education.
 - \$1,000 for Masters + 30 Hours
 - \$1,500 for Masters + 60 Hours
 - \$2,500 for Doctorate, Ed.D., Ph.D., D.Ed.

- c. Longevity. A maximum amount of \$2,500 will be earned for up to 10 years of administrative experience. An individual will receive \$750 after three (3) years of service, an additional \$750 for six (6) years of service, and a final additional \$1,000 for 10 years of service.
- d. Building Type (Principals/Assistant Principals). A total amount of \$1,000 will be earned to each administrator of a secondary building.

B. DIRECT DEPOSIT

The District shall require direct deposits for all employees. The District shall also allow all employees computer access at their respective worksite for the purposes of viewing deposit information. The District shall also offer training to all Employees on how to use the new system.

VII. FRINGE BENEFITS

A. FAMILY MEDICAL LEAVE ACT PROVISION

The employer shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations, subject to the following:

1. Nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this plan or are guaranteed by statute, except as specifically provided herein.
2. Definitions within this section shall correspond to those defined in the Act and its regulations.
3. If both spouses are employed by the District, each employee shall be individually entitled to all FMLA leave rights.
4. The calculation of the leave year (12-month period) shall correlate with the school year for employees, beginning with July 1 of each year.
5. The employer shall not require employees to remain out of work on involuntary leave; provided however, in the case of married couples employed by the District choosing to rotate leave for the care of the same family member, each shall be subject to FMLA regulations 825.602 and 825.603(b).

The employer retains all other rights granted to it by the FMLA Act of 1993 and its regulations.

B. PAID LEAVES OF ABSENCE

1. Sick Leave

On the opening day of the school year, an administrator shall be credited with 12 days of sick leave allowance pursuant to the Public School Code. The unused portion of such leave shall accumulate from year to year without limitation. On or before October 1 of each school year, each employee shall be provided with a statement notifying him of the total number of days he has accumulated to date. Any employee terminating or beginning their employment prior to the end of the school year shall only receive a pro-rated portion of sick leave days for that year.

1.A Family Sick Leave.

Administrator may use ten (10) days of accrued sick leave for the care of a sick spouse, child, parent or person with whom the administrator has made his or her home. No more than ten (10) days of accrued sick leave for such family care may be used in any one work year, and the care of the sick family member must occur on the sick day utilized.

2. Compensable Injury

Absence for accidental injury while performing school duties shall be included under sick leave. The wage paid for such absence shall be that paid under Sick Leave provisions less any payments received by employee under Worker's Compensation for the period covered by Sick Leave. The number of days chargeable against Sick Leave shall be computed by dividing the amount paid by the Board by the employee's daily rate to the nearest half day.

3. Bereavement Leave

Whenever an administrator is absent from duty because of death of husband, wife, mother, father, son or daughter of said employee, there shall be no deduction in salary for an absence not in excess of five (5) consecutive school days beginning with the calendar date of death unless the administrator has performed all or part of his regularly scheduled assignments on that day, in which case the next calendar day after the date of death shall be considered as the first calendar day of bereavement leave. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

Whenever an administrator shall be absent from duty because of death of a brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandfather, grandmother or near relative who resides in the same household or any person with whom the administrative employee has made his home there shall be no deduction in salary for an absence not in excess of five (5)

consecutive calendar days beginning with the calendar date of death unless the administrator has performed all or part of his regularly scheduled assignments on that day, in which case the next calendar day after the date of death shall be considered as the first calendar day of bereavement leave. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

Whenever an employee shall be absent from duty because of death of a near relative, there shall be no deduction in the salary of the employee on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

4. Personal Leave Day

All administrators shall be granted four (4) days of absence for personal reason without loss of pay in a school year. Personal leave days may accumulate to a maximum of five (5) days per school year. Unused personal days are automatically converted to sick leave after the first day of the school year and accrue as sick leave days.

Notification to use personal leave days shall be made to the appropriate secretary and submitted on the appropriate form.

5. Jury Duty

When it is necessary for an administrator to be absent from his regular duties because he has been called for jury duty or subpoenaed for a court or hearing appearance that involves a child who is or was one of his students, he shall be permitted to be absent and be paid his regular rate of pay. The employee shall reimburse the District for the amount of per diem or other compensation received for such appearance, excluding travel reimbursement.

To be eligible for this salary benefit said employee shall submit an official court statement to the Payroll Department of the Armstrong School District verifying such dates of jury service and the daily rate of pay.

6. Sabbatical Leave

Sabbatical leave may be granted to all administrators pursuant to the Public School Code and the following provisions:

The employee must have ten years of satisfactory service, five years of which all have been in the district from which the leave of absence is sought.

- a. Sabbatical leaves of absence shall be granted for restoration of health, study, or for other purposes, at the discretion of the Board.
- b. Sabbatical leave of absence may be for a full school term or a half school term or for two half school terms in consecutive years.
- c. Administrative employees are eligible for additional sabbatical leaves of absence only after each added seven-year period of satisfactory service.
- d. The administrative employee applying for a sabbatical leave of absence must agree to return to his employment with the school district for at least one full school term, immediately following the leave of absence.
- e. The administrative employee shall be given the same position in the same school or schools, upon his return from a sabbatical leave of absence, as he had prior to the leave.
- f. The salary paid the professional employee while he is on a sabbatical leave of absence shall be one-half of his regular salary.
- g. Every administrative employee, while on sabbatical leave of absence, is considered to be in regular full-time daily attendance in the position from which the leave was taken. Thus, his rights in determining length of service, to receive salary increments, and rights in the retirement system are not affected. In this matter, the school district must pay those contributions into the retirement fund that are required by law, both its own and the employee's contribution.
- h. All certificated administrators are eligible to take one-half term sabbatical leave at full salary for study purposes. Study shall be defined as enrollment as a full-time student in a graduate program at an accredited institution. One administrator will be permitted to exercise this option during any one school semester contingent upon the availability of a qualified replacement. Sabbatical leave under this provision must be consistent with the School Code. Approval under the provision will constitute one full term sabbatical leave for eligibility purposes.

7. Reserve Military Training Leave of Absence

All public school employees are entitled to a leave of absence from their respective duties without loss of pay, time, or efficiency rating for a period not to exceed fifteen days in any one calendar year for active service or field training order or authorized by the Federal forces. These employees include either enlisted men or commissioned officers of any reserve component of the United States Army, Navy, Marine Corps., Air Force, or Coast Guard and National Guard.

C. UNPAID LEAVES OF ABSENCE

1. Medical Leave

With the approval of the Board, any administrator who is unable to work because of personal illness or disability, may be granted a leave of absence without pay upon written request, for a period of up to one (1) calendar year from the date such leave is granted.

2. Study Leave. An unpaid leave of absence of up to two (2) years may be granted to any administrator for the purpose of engaging in full-time study (full-time study as certified or defined by the college or university in which the employee is enrolled) at an accredited college or university. The course of study must be reasonably related to his professional responsibilities.

3. Child-bearing/Parental Child-rearing/Adoption Leave

Such leave shall comply with all mandatory State and Federal regulations pertaining thereto. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom shall be treated as any other disability and employees shall have available the use of sick leave. For any period of disability beyond available sick leave, the employee shall be granted an unpaid leave of absence.

Administrators, upon request, shall also be granted an unpaid leave of absence for up to one full year for purposes of child-rearing. Such leave may only be extended by approval of the Board. Employees who adopt children age five years or younger shall be eligible for child-rearing leave.

4. Military Leave of Absence

Any employee of the school district who has been regularly employed by the district and who shall volunteer for military service in the armed forces of the United States, either in time of war or during a state of national emergency, or who is inducted for military service shall be granted a leave of absence for the duration of such service. All rights and privileges shall continue for the employee as though he continued in the service of the Board of School Directors of the Armstrong School District.

The employee, in submitting his written request for a military leave of absence, must agree in writing to return to his employment with the schools for a minimum period of one year. The Board is required to return the employee to the same or similar position upon his return as he had prior to the leave.

The employee's rights are preserved during his military leave as though he were in actual employment. His contract continues in full force, salary increments occur, retirement benefits continue, and all seniority rights are maintained.

D. ADMINISTRATIVE EMPLOYEE BENEFITS

1. Personal Car Use-Compensation

Members of the compensation plan shall not be required to drive students to activities which take place away from the school buildings. An administrator may do so voluntarily with the advance approval of the employee's immediate supervisor. Any employee covered by this compensation plan using personal vehicle on approved school business shall be compensated by the maximum allowance permitted by the Internal Revenue Service for that school year.

2. Medical Care Coverage

Administrators shall receive the same medical insurance benefits in the same manner (including any premium co-pay obligations) for hospitalization, dental, visual care and health insurance premium waiver (rebate) as from time to time offered to Armstrong Education Association Bargaining Unit Members. Unless specifically agreed in writing between the parties, administrators shall only be entitled to the medical insurance benefits enumerated herein, while they are being provided to said Bargaining Unit. For example, if during the term of this Agreement the insurance deductible would be increased, reduced or eliminated, administrator's deductible would likewise be increased, reduced or eliminated.

If during the term of this agreement, a provision of this contract shall be deemed to be out of compliance with the requirements of the Patient Protection and Affordable Care Act (PPACA) or cause a financial penalty to the district, both parties to this contract agree to meet and discuss this issue.

3. Waiver (Rebate) for Health Insurance Premiums

If an employee is eligible for hospitalization coverage on a spouse's group insurance plan and chooses not to utilize the District's medical insurance coverage, the employee shall be reimbursed as follows: 40% of premium with the provision that such amount shall be no greater than five thousand seven hundred fifty dollars (\$5,750.00) annually.

4. Group Life Insurance

The District shall provide \$100,000 face amount of group term life insurance including accidental death and dismemberment from a company selected by the District for the administrators, 100% of the premium costs thereof to be paid by the District for each of the contract years. An amount equal to the face value of the policy may be purchased by administrators at their own expense by payroll deductions at the equivalent premium. The effective date of this provision shall be October 1 of each year and all applications for life insurance must be made by this date.

5. COBRA Benefits

The medical insurance protection rights referred to as COBRA rights for retirees and dependents will be extended for a total period of five (5) years at retiree expense plus two percent administration fee.

6. Activity Ticket

A general admission non-transferable activity ticket will be issued to each administrator. The ticket will admit the employee to all activities in the District without charge.

7. Deductions

The Armstrong School District shall make the following deductions from the salaries of all administrators, either on a mandatory basis or upon written request and authorization of the employee:

1. Public School Employee's Retirement
2. Social Security
3. Federal Income Tax
4. State Income Tax
5. Earned Income Tax
6. Income Protection
7. Tax-Sheltered Annuity
8. United Fund
9. Local Service Tax
10. Credit Union
11. Pennsylvania Unemployment Compensation Tax
12. Health Savings Contribution
13. Voluntary or Court-Ordered Support Payment

8. Retirement Reimbursement

In the event the administrator applies for and becomes an "Annuitant" pursuant to the Public School Employees Retirement Code, 24 Pa.C.S.A. §8101 et seq., and is at least fifty-four (54) years of age, the District shall pay a retirement reimbursement for days of unused current sick leave to the administrator upon retirement. The reimbursement shall be paid on a basis of one hundred thirty-five dollars (\$135.00) for each day of accumulated current sick leave earned while an employee of the Armstrong School District. Transferred sick days are not eligible for reimbursement. Within thirty (30) days of the effective retirement date, the reimbursement shall be deposited as a non-elective employer contribution, with no cash option, into the retiring employee's health savings account and/or 403(b) plan. As a further condition of eligibility, the administrator must submit a letter of retirement to the school board at least forty-five (45) days prior to the date of retirement.

9. Retirement Health Insurance

The District shall provide the group health insurance program as per Section 6.3.2 for the administrator and their dependents until administrator reaches age sixty-five (65). The administrator shall in the future be bound by any and all future negotiated or mandated changes in coverage, plan or carrier. (For example, while receiving the health insurance incentive, the Armstrong Education Association and District bargain (or the State mandates) a different health insurance plan, carrier or coverages; administrators likewise will be covered by the new plan,

carrier or coverages, and not the plan or coverage that existed at the time of the retirement. For example, if any premium copays would be increased, reduced or eliminated, administrator's co-pay would likewise be increased, reduced or eliminated.) The District will pay fifty percent (50%) of the health insurance premium. Administrators will pay the remaining fifty percent (50%). The retirement reimbursement program is in effect for each year of this agreement.

10. 125 Flexible Account

Administrators shall be eligible for the District Flexible Account.

11. Professional Membership

The District will pay the cost of two annual professional memberships in an educational organization selected by the certificated administrator and approved by the Superintendent. (State/National professional association membership is considered as one.)

12. Tuition Reimbursement

Certified administrative personnel will be reimbursed by the Board for tuition costs for graduate level college credits taken beyond the earned Master's degree at the rate of 80% for courses completed with a B/Pass grade or better. The intent of this provision is to encourage members of the administrative staff to keep abreast of trends in school administration and supervision and to upgrade their personal and job skills to enable them to better perform their function. Prior approval by the Superintendent is necessary and it is expected that courses will be in the area of education. Courses in related areas may be approved at the sole discretion of the Superintendent.

The administrator is required to be employed with the district a minimum of three years following payment of tuition costs by the District. Should the administrator's employment terminate for whatever reason within this three year period, he/she shall reimburse the district for any tuition costs paid by the District.

13. Physical Examination

The Board will pay the costs of a physical examination for each employee covered under this plan as follows:

- a. One examination every two years.
- b. Reimbursement will be 100% per examination up to a Maximum of \$100, and shall not duplicate the hospitalization insurance included in this plan.

**ACT 93 CERTIFICATED ADMINISTRATOR PLAN
EFFECTIVE JULY 1, 2018**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**MEET AND DISCUSS REPRESENTATIVES
FOR CERTIFICATED ADMINISTRATORS**

By: _____
Date

By: _____
Date

By: _____
Date

**BOARD OF SCHOOL DIRECTORS
ARMSTRONG SCHOOL DISTRICT**

By: _____
President Date

By: _____
Secretary Date

APPENDIX A

Newly hired Administrators (including promotion from teacher/support staff to Administrator), regardless of their position, will be paid a base rate for each remaining year of the Compensation Plan as determined between the School Board and the newly hired Administrator, but not lower than the highest compensated teacher. Once hired, all other terms of this Compensation Plan will be afforded to that new hire.

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Elementary Principals	\$110,942	\$113,467	\$115,992	\$118,517	\$121,042
Secondary Principals	\$110,942	\$113,467	\$115,992	\$118,517	\$121,042
Assistant Principals	\$110,942	\$113,467	\$115,992	\$118,517	\$121,042
Assistant Principals (208 days)	\$98,520	\$101,045	\$103,570	\$106,095	\$108,620
Coordinator of Special Education and Pupil Services	\$110,942	\$113,467	\$115,992	\$118,517	\$121,042
Coordinator of Special Education and Psychological Services	\$110,942	\$113,467	\$115,992	\$118,517	\$121,042
Director of Child Accounting, Safe Schools and Transportation	\$110,942	\$113,467	\$115,992	\$118,517	\$121,042