

ACT 93 AGREEMENT

**BETWEEN THE
BENTON AREA SCHOOL DISTRICT
AND THE
BENTON AREA SCHOOL DISTRICT
ADMINISTRATORS**

JULY 1, 2015 - JUNE 30, 2020

Act 93
Compensation Plan
For Principals/Directors

The Board of School Directors of the Benton Area School District adopts the following compensation plan for administrators covered under the Act 93 plan pursuant to the "Public School Code of 1949" as amended, Section 1164. The Board recognizes the importance of an effective management team to maintain and strengthen the quality of administration and educational programs of the district, as well as to ensure optimal decision-making, conflict resolution and management.

A. TERM OF COMPENSATION PLAN

This plan becomes effective July 1, 2015 and shall continue to and including June 30, 2020.

B. EVALUATION

1. Each Administrator will receive at least one evaluation each year by the Superintendent utilizing a PDE form approved by the Board of Education.
2. A copy of the evaluation will be provided to the Administrator during an evaluation conference which will take place by March 1st, or within ten days of the evaluation. The evaluation will be placed in the administrator's personnel file
3. A difference of opinion may be registered by the evaluated Administrator and will, upon receipt by the Superintendent, be attached to the copy in the personnel file.
4. The Superintendent will present the results of the Administrator's evaluation to the School Board by the regular monthly meeting in March.

C. COMPENSATION PLAN

The Superintendent may recommend adding up to three percent (3.5%) of the Administrator's salary if the Administrator completed tasks in a satisfactory manner. The Superintendent could recommend up to a five percent (5%) increase if all areas of evaluation are rated with at least 75% in the Outstanding category and the remainder in the Satisfactory category. No administrative raise would be awarded for an unsatisfactory rating.

Examples for awarding performance based increases, but not limited to:

- a. Professional growth.
- b. State or national recognition.
- c. Demonstration of outstanding educational program(s).
- d. Ability to resolve a major conflict or crisis.
- e. Involvement in a unique extra-curricular activity.
- f. Willingness to serve on various committees.
- g. Publication.
- h. Advanced degree.
- i. Demonstrates communication skills that contribute to a successful school climate.
- j. Doing a better than satisfactory job of running their respective buildings and/or areas of responsibility.

D. BENEFITS

1. HOURS

- a. Administrators will be employed 260, 240 or 210 days per year (See 2 for vacations, etc.).
- b. Normal work hours during the school year will be a minimum of eight (8) hours/day (7:00-3:00). Altering starting and completion times must be agreeable with the Superintendent. However, compensation time is not included in this plan. Each administrator may alter work hours on occasions when an extended day is necessary (i.e. early or late meetings, parent conferences, etc.) to successfully meet his or her daily routine.
- c. Normal work hours during the summer (following the last teacher work day until the first in-service day of the following teaching year) will be 8:00 a.m. until 3:00 p.m. with a half-hour lunch break, Monday thru Thursday. Each Administrator may alter work hours to successfully meet his or her daily routine (i.e. meetings, etc.) Total daily hours to remain as above. The four day work week will be reviewed each year.
- d. As salaried employees, Administrators will also be expected to work whatever additional hours are required to achieve the tasks assigned by either the Superintendent and/or the Board. Attendance at regular monthly Board meetings is expected unless previous arrangements are made with the Superintendent. Board committee meetings needing the Administrator's input shall be attended. If conflicts arise, the Superintendent is to be notified.

2. HOLIDAYS AND VACATION DAYS

Holidays for Administrators are in accordance with the calendar annually adopted by the Board. Administrators employed 260 or 240 days shall have twenty (20) paid vacation days each year and may carry forward into any fiscal year up to thirty (30) days of unused vacation days. Administrators employed 210 days will not receive vacation days.

3. PERSONAL LEAVE AND SICK LEAVE

- a. Administrators will be credited with three (3) personal leave days per year beginning July 1st. Unused personal leave days may be accumulated from year to year with a maximum of five (5), any or all of which may be used during any year. Days beyond five (5) will be converted to sick leave at the end of the year. Requests for personal leave shall be made at least three (3) days in advance to the Superintendent except in the case of an emergency.
- b. Administrators employed 260 or 240 days will be credited with twelve (12) days of sick leave beginning July 1st of each year. Administrators employed 210 days will be credited with (10) ten sick days. The unused portion will be allowed to accumulate without limitation.

4. LONGEVITY INCENTIVE

The District will provide a 403b Incentive Plan through an approved provider for each Administrator, according to the following schedule:

The Employee may contribute up to 6% of his/her salary.

From the date of hire, the District will contribute \$.50 for every \$1.00 invested by the employee up to 6% of the matching cap.

An employee may contribute more than 6% of his salary, in accordance with Internal Revenue Service guidelines, but any contribution in excess of 6% of his salary will not be matched by the school district.

After the 11th year of service, future incentives may be established by mutual agreement of the District and the Administrator.

5. INSURANCE COVERAGE

a. Health Care Insurance – Subject to employee premium sharing, the Board shall pay full Individual and Family Health Care Insurance Coverage secured from Central Susquehanna Region School Employees' Health and Welfare Trust (TRUST) for the life of this contract. The Board shall offer the following Plans, with noted premium share, from which eligible bargaining unit members may select one:

PPO 0: Employee contribution of 18% of the plan's premium cost.

PPO 500: Employee contribution of 18% of the plan's premium cost.

HMO 0: Employee contribution of 18% of the plan's premium cost.

Should any of the above plans be discontinued by the Trust, any ACT 93 Personnel who had selected coverage under the discontinued plan will be required to select coverage under one of the remaining plans.

For the PPO 500 plan only, the District shall contribute up to \$1,500 per year (\$500 for single employee, \$1,000 for employee and one additional family member – a maximum of \$500 per individual, and \$1,500 for employee and more than one additional family member – a maximum of \$500 per individual) in a Health Reimbursement Arrangement account for each Act 93 Personnel selecting that plan to offset medical expenses actually incurred during this year. Any funds unspent at the end of the year reverts to the District.

For the PPO 500 plan only the District shall also reimburse each eligible ACT 93 Personnel for the coinsurance.

Wellness Incentive Program – There shall be implemented a Wellness Incentive program which gives Act 93 Personnel an opportunity to earn up \$200 per year and an opportunity, in addition, to win cash prized by participating in certain sponsored programs.

Waiver: Any employee may elect to waive his/her right to health care insurance and, upon notification to the District by October 1st, will receive a monetary incentive of \$1,500.00 in lieu of such coverage. (This option may be chosen because an employee is protected with health care insurance by a spouse. If both spouses work for the District the waiver amount shall be used to reduce any premium share payment required of the bargaining unit member.) Said employee will have the opportunity to re-enroll in the health care insurance plan immediately upon notification to the District when the alternative coverage is no longer available (due to health, disability or unemployment of spouse).

- b. Dental Coverage - A basic plan for the individual Administrator and family will be provided by the district through the Central Susquehanna Region School Employees' Health and Welfare Trust (CSIU BASIC).
- c. Vision Coverage - Basic vision care insurance shall be provided by the district for the Administrator and family through the Central Susquehanna Region School Employees' Health and Welfare Trust (Vision Plan C).
- d. Life Insurance - Group term life insurance coverage will be provided for the beneficiary you name in the amount of your salary during each year of this plan. (rounded up to the next thousand dollar)
- e. Professional Liability Insurance - Each Administrator is protected by a blanket liability coverage of \$1,000,000 for any act or omission arising out of his/her performance of duties for the Benton Area School District.

6. TRANSPORTATION ALLOWANCE

Whenever an Administrator's personal vehicle is used for travel doing the business of the School District, he/she will be eligible for reimbursement at the IRS rate per mile as determined according to the fiscal year.

7. MEETINGS AND CONFERENCES

Whenever it is required and approved he/she attend meetings and conferences for the school district, your expenses, including registration fees, travel fees and all other reasonable expenses will be paid by the district. District compensation will be reduced by compensation received from any other source to attend the meetings. Receipts are required for any expenses submitted for reimbursement.

8. ASSOCIATION DUES

Annual dues to a local, state and national association directly related to his/her position will be paid by the district as a method of in-service education.

9. CREDIT REIMBURSEMENT

Administrators are eligible for reimbursement for college credits at 125% of the Penn State University rate per credit hour, if not otherwise subsidized. The district must be notified of this anticipated payment by March 1st (if possible) of the year preceding the budgeted expenditure. Employees who receive credit reimbursement are expected to remain employed by the school district for at least three years. If the employee voluntarily leaves service to the district after receiving credit reimbursement, he/she shall be liable to repay the district for the amount reimbursed at the rate of 100% if not completing the first full school year after being given the reimbursement, 75% if not completing the second full school year after being given the reimbursement, and 50% if not completing the third full school year after being given the reimbursement, and 25% if not completing the fourth full school year after being given the reimbursement. Administrators accepting the credit reimbursement will sign an acknowledgement that they agree to comply with these contractual stipulations.

10. RETIREMENT BENEFIT


- f. Any Administrator employed by the Benton Area School District who submits a written notice of intent to retire at least 60 calendar days prior to the effective date of retirement will be entitled to the same retirement benefit as per the teacher contract Article XII.
- g. Any Administrator who has an emergency forcing him/her to retire or change of intent may do so within the 60-day notice time frame.
- h. Retiree has option to purchase individual, family or husband/wife dental and/or vision coverage under the group plan.
- i. After retirement benefit expires, the Administrator may continue (at their own expense individual or family health, dental, and/or vision coverage through the Benton Area School District plans. Payments to be made through the Business Office.
- j. It is the intent of the School District to provide consistent and continuous administrative leadership in its buildings. In the event that the employee elects to retire prior to the end of the school year for reasons other than family emergency or health-related cause, the retirement benefits will not begin until July 1.

E. SUCCESSOR PLAN

It is agreed that the next compensation plan discussions shall begin on or about February 1, 2020, with the plan's finalization in place by June 30, 2020. Discussions will be held only if either side seeks to change any part of this plan.

ATTEST:

BENTON AREA SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS



Melissa Muldowney, Board Secretary



Lance Wolfe, President

This compensation plan for Administrators was adopted by the School Board by formal board vote on ~~April 18, 2016~~.

Attachment: Administrator's Performance Evaluation

BENTON AREA SCHOOL DISTRICT
(This form will serve as basis for completion of PDE form 5501)

PRINCIPAL'S/DIRECTOR'S PERFORMANCE EVALUATION

Name _____ Building _____

Time Period: From _____ To _____

Evaluator _____ Title _____

The administrator indicated above is being evaluated in several key areas using the following ratings:
O = Outstanding **S** = Satisfactory **N** = Needs Improvement **U** = Unsatisfactory

* A rating of an **N** or **U** **must** be accompanied with reasons and suggestions for improvement.

* Comments in each area are **encouraged** to be listed by the evaluator.

1. Projects a positive work attitude **O S N U**

Comment: _____

2. Strives for personal professional growth and development **O S N U**

Comment: _____

3. Displays a high standard of personal integrity **O S N U**

Comment: _____

4. Uses time efficiently **O S N U**

Comment: _____

5. Copes with stress successfully **O S N U**

Comment: _____

6. Adapts to change readily **O S N U**

Comment: _____

7. Demonstrates loyalty to the school district **O S N U**

Comment: _____

8. Completes tasks in a timely manner **O S N U**

Comment: _____

9. Uses professional judgment effectively **O S N U**

Comment: _____

10. Demonstrates effective planning, scheduling and organizational skills
O S N U

Comment: _____

11. Displays ability to delegate responsibility **O S N U**

Comment: _____

12. Works well with others (students, staff, Superintendent, Board) . . . **O S N U**

Comment: _____

13. Supports/Promotes staff professional growth and development **O S N U**

Comment: _____

14. Uses communication skills effectively **O S N U**

Comment: _____

15. Uses resources efficiently **O S N U**

Comment: _____

16. Resolves conflicts **O S N U**

Comment: _____

17. Demonstrates effective supervisory/leadership skills **O S N U**

Comment: _____

18. Other comments: _____

* Final Rating Outstanding Satisfactory
 Needs Improvement Unsatisfactory

Signature of Evaluator _____ Date _____

Title of Evaluator _____

I acknowledge that I have received this form and that I have been given an opportunity to discuss it with my evaluator. My signature does not necessarily mean that I agree with this performance evaluation.

Signature of Administrator _____ Date _____