

Eastern York School District

ACT 93 (Administrative)  
EMPLOYEES

COMPENSATION/BENEFIT  
MANUAL



Effective:  
July 1, 2015 through June 30, 2019

*Board Adopted: February 19, 2015*

## Act 93 (Administrative) Employee Compensation/Benefit Manual

- I. Positions affected by this package include:
  - A. District Administration – Information Technology Director, Attendance and Transportation Director, Director of Facilities, Human Resource Specialist, Director of Special Education, and Assistant Business Manager.
  - B. High School Administration – High School Principal, High School Assistant Principals.
  - C. Middle School Administration – Middle School Principal, Middle School Assistant Principal.
  - D. Elementary Administration – Elementary Principal
  
- II. Benefits Package – Paid and Unpaid Leave
  - A. Paid Leave/Vacation
    1. Twelve-month employees shall be granted a total of twenty-three (23) days of paid leave/vacation per year and can carry over no more than thirteen (13) days of unused paid leave/vacation to the next fiscal year. For new hires after July 1, 2015, the number of days of paid leave / vacation will be determined by the Superintendent at the time of hire and communicated to the employee in the offer of employment, up to a maximum of twenty-three days of paid leave or vacation per year.
    2. The scheduling of paid leave/vacation leave must be mutually satisfactory between the Superintendent and the administrative employee.
    3. For any administrator commencing employment after July 1<sup>st</sup>, paid leave/vacation will be pro-rated accordingly for that fiscal year.
    4. An administrator, who terminates service with the district for any reason, shall be compensated for all unused paid leave/vacation at the employee's current per diem rate at the time of separation.
  - B. Emergency Leave
    1. Unpaid Leave – Each administrative employee shall be entitled to three (3) days of uncompensated leave per school year, granted at the discretion of the Superintendent only after all paid leave/vacation has been exhausted. Salary deductions shall be in compliance with Section IV, Part B of this agreement.
    2. Sick Leave. Administrators working twelve (12) months per year shall be granted fifteen (15) days per fiscal year, cumulative indefinitely.
    3. Other Leaves
      - a. Death in immediate family as defined in section 1154 B of the School Code - up to five (5) workdays without loss of pay shall be granted with approval from Superintendent.
      - b. Death of a near relative as defined in section 1154 C of the School Code up to three (3) workdays without loss of pay shall be granted with approval from Superintendent.

C. Health Related Leave

1. Maternity or other Serious Health Related Leave
  - a. A medical leave may be granted by the School Board, in compliance with the Family Medical Leave Act. All unused sick and paid leave/vacation must be taken before exercising unpaid leave under the Family Medical Leave Act.
  - b. No retirement will be paid.
  - c. Insurance and other health benefits will be continued in accordance with the Family Medical Leave Act.
  - d. An administrator will be re-employed in accordance with state and federal laws.
  - e. Doctor's verification of health status must accompany the request.
2. Family Medical/Child Care Leave
  - a. Shall be granted to an administrator who is a parent or about to become a parent or ~~who has primary responsibility for~~ an who must care for a ailing spouse, parent or child family member with a medically verified serious health condition in accordance with and as defined in the Family Medical Leave Act.
  - b. All unused sick and paid leave/vacation must be taken before exercising unpaid leave under the Family Medical Leave Act.
  - c. Insurance and other health benefits will be continued in accordance with the Family Medical Leave Act.
  - d. No retirement will be paid.
  - e. An administrator will be re-employed in accordance with state and federal laws.
  - f. Administrators not returning after the end of the leave, unless because of continued health problems may be required to pay back the employer portion of all employer paid premiums.
  - g. When practical, thirty (30) days notice is required.
3. Sabbatical Leave (Professional Development or Restoration of Health)
  - a. Application must be filed with the Superintendent six (6) months in advance of the start of the sabbatical leave.
  - b. Applications for leaves of absence shall be given preference according to the years of service since the previous sabbatical leave of the applicant.
  - c. Sections 1166 through 1170 of the School Code shall govern sabbaticals.
  - d. Compensation shall be at the rate of two-thirds (2/3) of the annual salary.
  - e. Tuition reimbursement will be available for professional development sabbaticals.
  - f. All benefits shall remain in effect.
  - g. Factors to be considered in granting approval are length of service and nature of sabbatical.
4. Work-related injuries or sickness

- a. Absence due to injury or illness incurred in the course of employment shall be compensated at full salary if the employee chooses to use available sick leave. Pennsylvania Workers' Compensation Act shall apply if sick leave is exhausted or not selected.
- b. Payment under the Workers' Compensation Act shall cease upon certification of re-employability by either the employee or the District's physician.
- c. All District requirements shall be in conformance with state laws.

D. Miscellaneous Leave

- 1. Jury Duty – Administrators may be excused up to five (5) workdays without loss of pay. Beyond five days, compensation will be the difference between the daily salary rate and the pay for jury duty.
- 2. Seeking Public Office
  - a. Leave may be granted for a maximum of one year with all salary, retirement and other paid benefits suspended.
  - b. Health and other insurance benefits may be continued at the employee's option and expense.
- 3. Holding Public Appointed or Politically Elected Office
  - a. When the time required to be absent from duty is five (5) days or less, administrative employees will receive their regular compensation, less the compensation received from the office.
  - b. Approval for time in excess of five (5) days must have School Board approval and compensation may or may not be granted.
  - c. The administrative employee may be entitled to be re-employed at the same or similar position after completing the term or office.
- 4. Military Leave will be granted in compliance with ~~Section 3301 of the School Code~~ applicable law.
- 5. All other leave conditions, not covered in prior sections, will be considered Miscellaneous Leave. These requests will be made to the Superintendent and approval by the School Board will be on a case by case basis. Leave shall be uncompensated unless conditions necessitate consideration.

E. Holidays

- 1. Each fiscal year the Board shall approve a calendar indicating the exact dates of the 12 holidays for those Administrators scheduled to work twelve (12) months per year for which full compensation will be paid.
- 2. Twelve month employees will have two non-work days between the published Christmas holidays and the New Year's holidays.
- 3. In addition to twelve paid holidays, employees shall receive five (5) flex days for use during each school year on days when school is not in session. An employee planning to use a flex day shall notify the

Superintendent in writing at least seven (7) days in advance, except in emergency circumstances or where use of the flex day is weather-related. The scheduling and use of flex days must be mutually satisfactory to the Superintendent and employee. Unused flex days may not be carried over to the next school year.

III. Benefits – Insurance

A. Health – Medical, Surgical, Hospitalization, Dental and Vision.

The employer will provide a program of health and major medical benefits for employees and dependents.

Eligible employees may choose from two (2) plans, each of which includes a prescription drug plan: Preferred Provider Organization (PPO) Base or Preferred Provider Organization (PPO) High.

~~For the 2015-2016 school year, E~~each employee electing coverage in the medical insurance program shall contribute (co-pay) according to the following choice of insurance plans:

Preferred Provider (PPO) Base Plan		Preferred Provider (PPO) High	
Single Coverage	\$ <del>370</del> /month	Single Coverage	\$ <del>71.5060</del> /month
2 Party Coverage	\$ <del>540</del> /month	2 Party Coverage	\$ <del>95.2580</del> /month
Family Coverage	\$ <del>61.7550</del> /month	Family Coverage	\$ <del>11900</del> /month

~~Beginning in the 2014-2015 school year and f~~or each school year thereafter, the monthly employee contributions outlined above for each plan shall increase at a percentage equal to the percentage increase in premiums to the District, if any.

Open enrollment for all plans is January of each year.

The administrative employee will contribute \$1 annually for elected coverage in the dental and vision care insurance programs.

Administrative employees leaving the District may participate in the District’s insurance plan until eligible for Medicare or age 70, whichever occurs first. Insurance shall be available upon annual enrollment and participation must be elected upon severance from the District in order to maintain coverage.

Retired administrative employees at the time of their severance from the District shall be granted the continuation of single-employee insurance coverage. For each five (5) continuous years of service with Eastern York School District, the District will pay for one (1) year of premiums on elected insurances to a maximum of five (5) years of payment or until eligible for Medicare supplements, whichever comes first. Once the district paid coverage is exhausted, administrative employees may elect to continue

coverage and shall pre-pay the full cost of the elected insurances on a quarterly basis. These said amounts are determined each fiscal year by the District.

- B. Life Insurance is term life with a face value of one and one-half times the administrator’s annual salary and shall include an AD & D benefit rider for all administrative employees at the District's expense.
- C. Payment of annual Professional Organization dues will be paid by the School Board for one local, one state and one national professional organization to which the Administrator belongs.
- D. **FLEX PLAN** (Payment in Lieu of Benefits)

Employees who are entitled to insurance coverage may elect to participate in only those plans and coverage that they need (medical insurance; dental insurance; vision insurance; or life insurance) or the employee may opt out of participating in the employer sponsored health benefits program. In exchange for opting out, an increase shall be provided to the employee, based on plan savings, provided, however, his/her spouse is not also an employee of the District. An employee shall not be eligible for any payment(s) in lieu of benefits under this Section if his/her spouse is an employee of the District. The wage/salary schedule listed below shall remain in effect until repealed and/or altered by the Board of School Directors:

<b>Insurance Type Waived</b>	<b>Salaried Employees</b>
Medical	\$1,620 per year
Dental	\$ 317 per year
Vision	\$ 74 per year
Life	\$ 63 per year
Total Amount	\$ 2,074 per year

IV. Compensation

A. Compensation

1. The starting salary for a new administrative employee is negotiable between the employee and the School Board.
2. Salary increases for new administrators hired after July 1 shall need the approval of the School Board after discussion with the administrative employees. Such salaries will be pro-rated based on the number of days to be worked in the fiscal year.

3. Administrators completing a Masters degree program while employed by the Eastern York School District that is not a requirement of their position shall receive a payment in the amount of two-thousand five hundred-dollars (\$2,500) effective upon official notification that the employee successfully completed all of the required course work.
4. Administrators completing a Doctorate degree program (Ed. D or Ph. D.) while employed by the Eastern York School District shall receive a payment in the amount of five thousand-dollars (\$5,000) effective upon official notification that the employee successfully completed all of the required course work.
5. The salary increase for Act 93 members during ~~each subsequent year of this Agreement, starting with the 2013-2014 school year~~the 2015-2016, 2016-2017 and 2017-2018 fiscal years; shall be equal to the District's Adjusted Act 1 Index Limit (before referendum and exceptions) ~~less one-half (1/2 or 0.5%) percent~~, provided that the total increase shall be no less than one-quarter (1/4 or 0.25%) percent and shall not exceed three-percent (3%), and further provided that the employee has received an overall satisfactory rating in his/her Annual Performance Assessment. If Act 1 would be repealed at anytime during the term of this Agreement, Act 93 members will receive an increase equal to the average of the District's previous two (2) Adjusted Act 1 Index Limits (before referendum and exceptions). There shall be a salary freeze during the last fiscal year of this agreement such that there shall be no salary increase for the 2018-2019 fiscal year.
76. At the discretion of the Superintendent, an administrator may be eligible for an additional increase, provided the opportunity for such additional increases is included in the fiscal year budget.

B. Salary Deductions

1. An unexcused absence will result in a salary deduction if the employee is not at their assigned position when required to be there.
2. Salary deductions will be made on the Administrative Staff's salary amount divided by the length of contract to determine a daily rate. This rate will then be multiplied by the number of days missed to determine the deduction.
3. Length of annual contract is defined as follows: ~~Food Service Director,~~ High School Principal, High School Assistant Principals, Middle School Principal, Middle School Assistant Principal, Elementary Principal, Information Technology Director, Attendance and Transportation Director, Director of Facilities, Human Resource Specialist, Assistant Business Manager, Director of Special Education. – twelve (12) months/two hundred sixty (260) days

C. Tuition Reimbursement

1. Prior approval of the Superintendent shall be obtained before taking any classes for tuition reimbursement.

2. The District will reimburse employees for up to a maximum of nine (9) credit hours successfully completed during each year of this Agreement.
3. ~~For new hires in positions covered by this Agreement, t~~The District will not reimburse undergraduate courses of any kind.
4. Coursework shall be completed at accredited institutions.
5. Coursework shall be related to the employee's present position, prior coursework, or undergraduate or graduate degree(s).
6. The District will not reimburse an employee for coursework of any kind beyond the doctoral level.
7. The Administrator must be an employee of the District at the time the coursework is taken and must continue as an employee for two (2) years following the completion of said coursework. Payments for credit hours will be charged to the contract year in which the course is completed. Administrators shall be liable to repay all tuition reimbursements received within two (2) years of the date of their voluntary separation from employment for reasons other than retirement. Repayment of tuition under this provision shall be received in full within ninety (90) calendar days from the date of separation from employment.
8. Administrators receiving grants, fellowships or other monetary assistance do not qualify for tuition reimbursement.
9. Full reimbursement will be paid to the administrator upon submission of an original bill and indication of satisfactory completion of coursework based on the Doctoral tuition rate at Immaculata per credit hour.

D. Severance/Retirement Compensation

1. Upon severance of services from Eastern York School District, an administrative employee will be granted severance pay as follows:
  - a. Employees must have been employed in the District ten (10) or more cumulative years.
  - b. The resignation/retirement must be submitted to the superintendent in writing.
  - c. The severance package will be paid based upon the following plan:

<u>Cumulative Years in Eastern York School District</u>	<u>Compensation</u>
10	\$2,500
11	\$3,000
12	\$3,500
13	\$4,000

Continues to increase at the rate of \$500 per year to a maximum of 30 years and \$12,500.

2. Administrative employees who have completed at least fifteen (15) years of cumulative service with the Eastern York School District will receive additional retirement/severance pay for unused sick leave



days. The days will be reimbursed at a rate of one hundred dollars (\$100) per day, not to exceed one hundred (100) days and \$10,000.

3. ~~With respect to the p~~Payment of the severance pay specified above shall be paid as a non-elective contribution to a 403(b) account established by; the eligible administrative employee. ~~will be paid in a lump sum on the next scheduled payday that occurs after the effective date of the retirement.~~

E. *Mileage* reimbursement will be allowed for administrative employees who use their own automobiles for performing assigned tasks at the current mileage reimbursement rate as approved by the School Board.

IV. While it is the intent of the Board of School Directors to deliver the benefits and compensation as outlined, should circumstances necessitate reclassifications or changes to the benefits package or to the compensation schedule, said changes must be approved by the School Board and be in conformance with the School Code.

#### CONCLUSIONS:

As a result of Act 93 signed into law on June 29, 1984 both the School Administrators and Board of School Directors met in good faith and adopted this binding agreement to cover a ~~four~~two-year period from July 1, ~~2013-2015~~ through June 30, ~~2015~~2019.

**Act 93 (Administrative) Employee  
Compensation/Benefit Manual adopted by:**

**Eastern York Board of School Directors**

| \_\_\_\_\_  
~~Mark Keller~~Robert Flaharty, President \_\_\_\_\_ Date

| \_\_\_\_\_  
~~Robert Flaharty~~Mark Keller, Vice President \_\_\_\_\_ Date

**Eastern York Act 93 Representatives**

\_\_\_\_\_  
Sean Heist \_\_\_\_\_ Date

| \_\_\_\_\_  
~~Donald Gillett~~Larry DiPiano \_\_\_\_\_ Date

| \_\_\_\_\_  
~~Keith Shoemaker~~Robert Walker \_\_\_\_\_ Date

| **Note:** The full board adopted this agreement at a regular meeting held on ~~\_\_\_~~February 19,  
2015.