

ACT 93 AGREEMENT



2018 - 2023

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Preamble

This Agreement is entered into this 27th day of June 2018, by and between the Board of School Directors of the School District of Elizabeth Forward, Elizabeth, Pennsylvania, hereinafter called the “Board”, and the Elizabeth Forward Act 93 Group, hereinafter called the “Group”. This Agreement is adopted pursuant to Section 1164 of the Public School Code of 1949, as amended. Neither party to this Agreement nor their officers, agents, servants or representatives shall discriminate against the other party or any of its members on account of color, religion, age, sex, national origin, or for any other reason. The term “discriminate” as used herein is defined as the exercise of prejudice having no other reasonable justification.

Article I

RECOGNITION

The following administrative positions are addressed in this agreement:

1. Secondary Principals
2. Elementary Principals
3. Assistant Principals
4. Athletic Director
5. Director of Technology
6. Network Manager
7. Special Education Director
8. Director of Building and Grounds
9. Transition Coordinator

Article II

EFFECTIVE DATE, MODIFICATION, AND TERMINATION

Effective Date

The provisions of this Agreement are effective as of 12:01 AM, July 1, 2018 unless otherwise expressly provided herein.

Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Termination

Except as otherwise expressly provided herein, this Agreement shall remain in full force and effective until Midnight, June 30, 2023 or until such later date as the two parties may herein agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

Article III

COMPENSATION PLAN

A. Base Salary Increments

Each member of the Act 93 Group shall receive a salary increment increase during each year of the Agreement, beginning with the 2018 – 2019 school year's evaluation using the chart below and will also be based on a performance evaluation and index averaging. The Board reserves the right to approve additional salary increases with the recommendation of the Superintendent.

Distinguished & Proficient Ratings	115% and Above	1% Raise
	110% to 114.9%	2% Raise
	Average to 109.9%	3% Raise
	Below Average	4% Raise
Needs Improvement & Failing Ratings		No Adjustment

Index Averaging

Act 93 members' base salaries will be compared to the average salary of administrators with comparable job titles in category 2 school districts for the current school year. These comparisons will be restricted to 12 month contracted employees. These school districts are identified in the Allegheny Intermediate Unit database. If an Act 93 member's salary is below the county average, they will receive an increase of 4%. If the Act 93 member's salary is at or above the county average, the chart above will determine the pay raises. These increases will be assigned based on a satisfactory evaluation. Act 93 members with a needs improvement and an unsatisfactory evaluation will not receive a salary increase.

NOTE: Starting July 1 for each year of the agreement, an Act 93 member's salary increase (if eligible) will be based on his/her evaluation and the Index Average from the previous school year. (i.e. Each member's salary increase on July 1, 2023 will be based on the evaluation and Index Average from the 2022-23 school year.)

B. Performance Evaluation

All principals will be evaluated using the State Approved PDE 82-2 Principal School Leader Rating Form. The rating form will be based on Observation/ Evidence Rating, Building Level Rating, Correlation Data, and Elective Rating. All other administrators will be evaluated using the State Approved PDE 82-3 Nonteaching Professionals Rating Form. The rating form will be based on Observation/Evidence Rating and Student Performance.

Article IV

ADMINISTRATIVE BENEFITS

A. Health Care

1. The Employer shall provide to the employees the following benefit options under the terms and conditions as set forth below:
 - a. The Allegheny County Schools Health Insurance Consortium (ACSHIC) standard Point of Service Plan (hereinafter referred to as "Point of Service Plan").
 - b. The Employer may also offer such managed care plan options as it deems feasible (hereinafter referred to as "managed care").

2. **Dual Coverage.**
In the event that both husband and wife are employees of the District, only one (1) such employee shall be entitled to subscribe under the Medical Benefit Options.

A yearly contribution of \$7,000.00 shall be paid to the non-subscribing employee in lieu of dual enrollment. At the end of each semester, \$3,500.00 shall be paid.

3. **Selection of Plans**
 - a. **Types of coverage.** Each eligible employee shall select the category of coverage which shall be determined by the insurance provider: e.g., individual, husband and wife, parent and child, parent and children, or family.
 - b. **Change of Coverage.** For the purpose of this benefit, the employee shall select the type of coverage and provide notification to the Benefits Administrator, no later than the fifth of the month, for coverage on the first day of the following month. Notification of changes in the employee's status shall be reported to the Benefits Administrator no later than the fifth of the month for changes effective on the first day of the following month.

4. **Premium Payments**
Beginning July 1, 2018, and each month thereafter, the employee shall contribute through payroll deduction ten (10) percent of the EPO premium of the ACSHIC plan based on the employee's elected coverage. Such deduction will be made in equal payments, from the first and second pay of each month.

An Employee has the right to purchase the PPO plan and the difference between PPO and EPO will be made through payroll deduction in addition to the EPO monthly contribution. (PPO Contribution is employee elected PPO premium minus same EPO premium plus same EPO premium times the contribution rate). All such deductions will be made in equal bi-weekly payments beginning with July 1 and with final deduction made by June 30 contract year.

5. **Non-participation**
In the event an employee is receiving health insurance coverage through a non-employee spouse, the employee may elect to drop the District's coverage and receive in its place \$3,500 at the end of each semester. Employees may re-enroll in the Employer's health plan at any time. In such cases there shall be a pro-rata reduction in the \$3,500.00 payment at the end of that semester.

B. Dental Insurance

1. The board shall provide for each employee and his dependents basic dental care insurance with coverage by the Blue Cross/Blue Shield Dental Plan. Plan coverage shall include riders A, B, C & D. The board shall pay the full premiums for the above coverage.
2. Benefit premium payments specified in this section shall be coordinated and not duplicated. There shall be no duplication of benefits under this section by way of other hospitalization, medical and surgical or major medical benefits or dental and such other benefits shall be coordinated with similar coverage provided by other employers of the employee's spouse so that covered occurrence shall be indemnified only once. In such cases the employee shall make a determination as to whether the employee remains with the District coverage or that of the spouse.

C. Vision Insurance

The District will provide vision insurance coverage with Blue Shield's, Davis Vision Plan, or equivalent plan for employees and dependents.

D. Life Insurance (Employee)

1. Non-Contributory. The school district shall provide the employee with noncontributory Regular Term Life Insurance equal to two (2) times (up to \$250,000) his/her annual salary rounded to next higher thousand. The cost of this insurance will be paid by the school district. The Board of School Directors shall determine the appropriate insurance carrier.

E. Liability Insurance

Each administrative employee shall be covered to the extent that the school district is covered (General Liability, Umbrella, and Errors and Omissions coverages) as the individual represents the school district in matters pertaining to school operations.

F. Income Protection

1. The plan will pay a monthly income of \$800 per month. At the present time, there are no income-offset clauses in this plan.
2. The benefit period commences on the 61st consecutive day of disability and can continue for up to 24 months.
3. The term disability shall mean that the employee is prevented from performing every duty of current occupations position. While disabled, the employee must be under the care of a duly certified physician.
4. The cost of such insurance shall be shared equally by the school district and the employee.
5. The income protection plan will be available only if 50% of Act 93 employees decide to participate in the program.

6. The employee's share of the monthly premium will be deducted on an annual basis at the beginning of the fiscal year from the participating employee's July salary. Written authorization from the employee will be necessary.

G Coverage During Leaves of Absence

1. All health, dental, and life insurance programs in effect during the life of the contract shall continue to be in effect during approved compensated leaves of absence of the employee in accordance with the provisions set forth above.
2. Coverage during uncompensated leaves of absence is detailed in the Family and Medical Leave Section of this policy.

H. Miscellaneous Benefits

1. Travel Expense
 - a. Mileage allowance for use of personal automobile for district-related travel, in-district and out-of-district, will be granted at a rate per mile identified by the Internal Revenue Service. Payments for mileage shall be made monthly for recorded mileage itemized on employee expense report.
 - b. Mileage for attendance at conferences, seminars, clinics, and meetings shall be reimbursed on verified mileage recorded on an employee expense report.
 - c. All convention requests must be approved by the Board. Vouchers with itemized accounting must be submitted to the Board to substantiate expenditures.
2. Payments For Credits Earned Beyond Masters
 - a. Parameters related to such payment:
 - 1) For existing Act 93 members, the District will pay 100% of the cost of credits at an approved educational institution for post-master's credits directly related to an employee's work. Act 93 members employed after July 1, 2018, the District will pay 50% of the costs of credits (Based on the University of Pittsburgh's rate graduate credit cost) at an approved educational institution for post-master's credits directly related to an employee's work.
 - 2) Credits and courses must be pre-approved by the Superintendent or his designee.
 - 3) A completed reimbursement request sheet must be submitted to the Superintendent or his designee following successful completion of the course. Payment and grade verification must accompany the request.
 - 4) No reimbursement will be granted for any early withdrawal from courses or for any course grade of C or below. Pass (P) will be an acceptable grade if prior approval has been acquired from the Superintendent or his designee.
 - 5) Credits must be earned while employed by the Elizabeth Forward School District.

- 6) Administrators covered by this Agreement who enroll in a Doctoral Degree Program shall in addition to the foregoing provisions be subject to the following:
 - a) Reimbursement provided for the cost of credits shall be a loan to the Administrator, which shall be forgiven on the following basis:
 - 20% forgiven after one completed school year following receipt of degree;
 - 40% forgiven after completion of two school years following receipt of degree;
 - 60% forgiven after completion of three school years following receipt of degree;
 - 80% forgiven after completion of four school years following receipt of degree;
 - 100% forgiven after completion of the fifth school year following receipt of degree.
 - b) An Administrator seeking reimbursement for the cost of credits for a doctoral program shall contemporaneously with receipt of reimbursement be required to execute a Demand Note in the amount of the reimbursement in favor of the District as a condition of receipt of reimbursement, which Note shall reflect the above-referenced forgiveness schedule and which the District shall not seek to collect unless the Administrator leaves the employ of the District prior to the completion of five (5) school years following receipt of the degree.
3. Administrators covered by this Agreement who enroll in a Doctoral Degree Program shall in addition to the foregoing provisions be subject to the following:
 - a. The Board of School Directors may, in its discretion, accelerate the forgiveness schedule described above.
4. Payment For Earned Doctorate
 - a. Parameters related to such payment:
 - 1) One time payment in a lump sum. Employee has the option of deciding in which taxable year a payment should be made.
 - 2) Five hundred (\$500) dollar payment for earned doctorate since July 1, 2004.
 - 3) Must be earned while employed by Elizabeth Forward.
 - 4) Verification of degree required.

I. Loss Reimbursement

1. The Board shall reimburse employees for loss, damage, destruction of personal property while on duty in the school, on school premises, or on a school sponsored activity, which results from an act of theft, vandalism or violence, or from an accident resulting from pupil activity during the conduct of the school program. Reimbursement is limited to a maximum of three hundred fifty (\$350) dollars per person per incident, and covers only that portion that is not covered by personal insurance, and will be paid upon submission of satisfactory proof of loss.
2. Currency in excess of fifty (\$50) dollars, jewelry, watches, and fur coats will not be covered under the theft provision.
3. In order for an employee to make a claim for theft of personal property, said personal property must be reasonably connected to the performance of his or her professional duties and said employee must have exercised proper and reasonable custody and storage procedures.
4. Claims for reimbursement must be made in writing to the Superintendent no more than one (1) school day after the discovery of the alleged loss.

Article V

LEAVES OF ABSENCE

- A. Family and Medical Leave (consistent with School Board Policy #335)
- B. Child Bearing/Child Rearing/Adoption Leave
1. A pregnant administrator shall be entitled to a maternity leave, without pay, of up to one year of continuous leave to begin at any time between the commencement of her pregnancy and birth of the child. Said administrator shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by an administrator because of a medical disability connected with or resulting from her pregnancy may, at the administrator's option, be charged to her available sick leave.
 2. All fringe benefits shall be discontinued by the District during maternity leave, but may be voluntarily continued by the employee, upon written notification, through payment To the District at the District group rate.
 3. While on child bearing leave, the female employee is entitled to sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, according to guidelines by the Equal Employment Opportunity Commission, issued under the Civil Rights Act of 1964.
 4. On or before fourteen (14) calendar days prior to her return to employment, the administrator on such leave shall submit a letter of intent to return. The letter of notification shall be addressed to the Chief School Administrator. If the recipient of such leave fails to make application for return to employment within he conditions of Section A of this article, said employee forfeits her right to return to work under the provisions of this leave policy. Upon certification by a physician of the administrator's choice, that the administrator is for medical reasons unable to return to work, an additional three (3) months leave shall be granted in addition to those as defined as a "Serious Health Condition" if such request is made at least (15) days prior to the originally scheduled time for return. The term "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.
 5. Upon application for return to employment following such a leave, the employer shall offer her the job she held before going on the leave of absence, or a substantially equivalent position (in pay and skill) if such jobs are vacant and available. If such jobs are not vacant and available, the employer shall offer her any other available position for which is eligible until such time as the employer can, through recognized placement procedures, offer her the job she held before or one substantially similar to it.
 6. The adoption of an infant qualifies an adopting parent for the same right to leave without pay that a natural mother has for the care of her child.

C. Personal Leave of Absence

The Board of School Directors is authorized to grant unpaid personal leaves of absence in situations and for reasons that seem appropriate even if there is no specific provision to authorize such unpaid leaves.

D. Retention of Benefits

1. The District will do nothing to impair the accumulated benefits to which an employee was entitled at the time the leave of absence commenced, including seniority (for other than salary purposes), unused sick leave and credit towards sabbatical eligibility.
2. Upon return from any leave, the employee shall be returned to his same position, if such a position is vacant and available. If the position is not available, the employer shall offer the employee any other available position for which the employee is eligible until such time as the employer can offer the employee the position the employee held before, or one substantially similar.
3. A sick leave shall commence when the administrator, or agent, if the administrator is sufficiently disabled, reports the absence to the appropriate office or person. A sick-leave day, once begun, may be reinstated as a working day only with the approval of the Superintendent or his designee.

E. Bereavement

1. Immediate Family

In case of death in the immediate family of an employee, the employee is permitted to be absent from work without loss of pay for a period of five (5) days, following the day of the death. In the event that the days are part of a scheduled PTO leave, appropriate compensatory time shall be provided in that the bereavement leave will not be counted against the vacation time.

The immediate family are: mother, father, brother, sister, son, daughter, spouse, parent-in-law, grandchild, grandparents, or a near relative who resides in the same household or any person with whom the employee resides.

2. Death of a Near Relative

A leave of one (1) day is available for the death of a near relative.

Near relatives are: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

F. Paid Time Off Days - (PTO)

1. Eligibility

Administrative employees with one or more years of service will be granted 37 PTO Days. Employment during the first year provides an entitlement of 15 PTO Days.

The following rules shall apply:

- a. May not be used during the first five (5) days of school or the last five (5) days of school.
- b. May not be used on days scheduled for testing or any non-instructional days or other regularly scheduled special activity such as Parent Teacher Conference Day or American Education Week Visitation Day except at the discretion of the superintendent or his designee.
- c. PTO days must be taken by June 30th of each year. Administrators may carry over five (5) earned PTO days upon written request to and subsequent approval by the Superintendent or his designee. These carried over five (5) PTO days must be used by August 12th of that school year. Up to seven (7) unused PTO days may be redeemed at a per diem rate on June 30th of every year. Up to 15 Unused PTO Days may; be added to the accumulated sick leave by June 30.
- d. PTO Days will normally be scheduled at times when they will not interfere with the normal operation of the school (including summers); but in no case may more than two (2) PTO days be granted while pupils are in attendance at school without superintendent and/or board approval, except as noted in Termination of Employment following.
- e. PTO days must be exhausted before Act 93 members can use any accumulated sick days. The superintendent may approve extended leaves where the Act 93 member can use his/her accumulated sick days for an extended leave.

2. Termination of Employment

An employee who anticipates termination of employment with the school district may take accrued PTO time prior to the termination date with proper approval, as noted.

G. Legal and/or Jury Duty

Released time shall be granted for appearance in any legal proceeding connected with the employee's employment, or with the school district, or jury duty proceedings that the employee is required to attend. During such time, the employee shall suffer no loss in pay. The amount of compensation for jury duty will not be deducted from the employee's salary. The employee will deliver to the Payroll Department, evidence of jury pay no later than thirty (30) calendar days after returning to work from Jury Duty.

H. Sabbatical Leave

1. All sabbatical leaves shall be granted by the Elizabeth Forward School District Board of Education in compliance and in accord with the applicable sections of the Public School Code of 1949. The following policy has been deemed necessary by the Board of Education to assure that employees utilizing sabbatical leaves shall do so properly for the purpose or purposes for which such leave is granted.

a. Purpose

- 1.) A sabbatical leave for professional employees shall be granted for the following purposes:

- a.) Restoration of Health
- b.) Study
- c.) Other Purposes (At the Discretion of the Board of Education).

b. Eligibility

To be eligible for consideration for sabbatical leave, an individual employee must have been employed by Public Schools of the Commonwealth for at least the past ten (10) years. Such individual shall also have rendered at least five (5) consecutive years of service to this District, unless the Board shall allow a shorter service time.

c. Application

- 1.) An application for sabbatical leave shall be made on the approved District form to the Superintendent at least thirty (30) days prior to the semester or semesters for which the sabbatical leave is to become effective.
- 2.) Each application shall be considered for approval by the Board of Education.

d. Selection

Priority in selection, if any, shall be given on the basis of the number of years since the last sabbatical leave received by the applicant. Priority in selection among applicants with no prior sabbatical leaves shall be given on the basis of the value of the leave to the District as a whole.

e. Duration

- 1.) Such leave shall be for one (1) school term, or a half (1/2) school term.
- 2.) Additional sabbatical leaves are available every seven (7) years after the initial sabbatical leave.

f. Commitment of Employee

- 1.) A sabbatical leave may be taken for the period and purpose approved. Compensable employment may not be engaged in while the employee is on sabbatical leave without the prior approval of the Board of Education. Acceptance of sabbatical leave incurs a commitment by the employee to return to employment in this District immediately following said leave of absence for not less than one (1) school term. The Board may waive the obligation of the individual to return to the District.

a.) For sabbatical leaves of absence granted for restoration of health:

- (1) The request for leave must be accompanied by the employee's physician's statement certifying and recommending that the leave is necessary due to his/her inability to perform his/her duties. This certification may be independently verified by the School District physician.

- (2) The employee shall quarterly (twice each semester) during such sabbatical leave, on his/her own initiative, deliver to the School District a physician's statement certifying that the employee has been examined and is still in a recovery period.
- b) For sabbatical leaves of absence granted for study:
 - (1) The request must designate the type of study to be undertaken, the date upon which it will begin and end, the name and address of the school, college or university which will supervise the study, the reason for his/her inability to continue in his/her present position while pursuing the advanced education and the certification and/or advanced degree he or she is pursuing.
 - (2) The request must be accompanied by verification of enrollment and a registration or pre-registration report.
 - (3) The employee, upon his/her own initiative shall present to the School District verification that the employee is a full-time student.
 - (4) The employee, upon his/her own initiative shall submit quarterly (twice each semester) during such sabbatical leave a progress report from the school, college or university of attendance.
- c) For sabbatical leaves of absence granted for other purposes:
 - (1) The request must state the extraordinary reason justifying the request.
 - (2) The Board, upon granting the request, may stipulate conditions upon which the request is granted.
- d) In the event the leave is granted for more than one purpose, the required reports shall be submitted by the employee for each purpose for which the sabbatical leave is granted.
- e) Should it be determined by the Board that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled, appropriate financial penalties may be imposed.
- f) Commitment of Employer
 - (1) At the expiration of the sabbatical leave, the employee shall, unless agreed otherwise, be returned to the same position held at the time of the granting of said leave of absence.
 - (2) The rights of the individual as to service, increments, and pension shall continue unaffected by the leave.
 - (3) Sabbatical leave is not a termination.
- g) Compensation
 - (1) During the period of sabbatical leave, an employee shall be compensated at one-half (1/2) the salary to which the employee would have been entitled had he/she not taken the leave and no other amount.

- (2) Pension contributions from the employee and the School District shall be made during such leave as if the individual were on full pay with the District.
- (3) If the individual does not return (unless waived by the Board), the money contributed by the District to the School Pension Fund for that employee shall be paid back to the District.
- h) While on leave, the employee shall be entitled to insurance benefits provided other Act 93 employees. The cost associated with these insurance benefits will be paid for as detailed in the sections dealing with the specific insurances.

I. Uncompensated Leaves of Absence

- 1. The Board recognizes that in certain instances an employee may wish extended leave for personal reasons, and that the district could benefit from the return of said employee. Therefore, the Board may grant unpaid personal leaves of absence in situations and for reasons that seem appropriate even if there is no specific provision to authorize such unpaid leave.
- 2. The Board reserves the rights to specify the conditions under which uncompensated leave may be taken.
 - a. Application
 - 1) Request for uncompensated leaves shall be made to the Superintendent at least thirty (30) days in advance of the desired start date.
 - 2) Special consideration will be given to emergencies. All applications are subject to final approval by the Board.
 - b. Period of Leave
 - 1) An uncompensated leave may be granted for a period of one (1) semester. Extensions beyond one (1) semester shall be considered upon proper application as per 'a.' above.
 - c. Retention of Benefits
 - 1) Fringe benefits shall not be provided unless the employee voluntarily continues said benefits through payment to the district at the district rate, with the approval of the appropriate carriers.

Article VI

EMPLOYMENT YEAR, VACATION, HOLIDAYS

A. Work Year

1. The Work Year for all Act 93 members shall be 260 Days.

B. Holidays

1. The following days are established as school holidays:

Fourth of July (observed)
Labor Day
Thanksgiving
Christmas Eve
Christmas
Good Friday
Memorial Day

Administrators in the District do not have to report to work if the teachers are not present during the regular school year.

2. During established school holidays the administrative staff shall be subject to "a call for meeting" by the Superintendent, if the Superintendent deems such a meeting a necessity. Under no circumstance, except an extreme emergency, shall such meetings be scheduled on the established school holidays. If you are scheduled to work on an established school holiday, you will receive an alternate workday as a replacement with the approval of the Superintendent.

Article VII

TRANSFER, REDUCTION OR TERMINATION OF JOB

A. Transfer, Reduction, or Termination Of Job

1. Termination of job, transfer, or reduction in position shall be instituted only after a written notice. Assignment of positions shall be made at the discretion of the Superintendent and School Board (anytime during the course of the year) based upon the needs of the District. Act 93 members will be given written notice within a reasonable time frame prior to any changes in assignment.
2. Notwithstanding the above, the Board shall have the final decision as to the placement of the administrator.
3. Maintenance of continued employment is guaranteed during the period between termination date of one position and effective beginning date of new position.

4. The Board reaffirms the action it has taken over the past years in soliciting certified professional personnel of the district as members of the administrative staff and that, as a Board, reaffirms and recognizes that appointment to said positions was with the intent that the professional should be accorded continuing professional status within the meaning of Section 1101 of the Public School Code of 1949 (as amended).
5. However, irrespective of the wording set forth above, in cases where they would be applicable Sections 1124, 1125, and any other appropriate sections of the Public School Code of 1949 (as amended), and any applicable sections of the current collective bargaining agreement between the Elizabeth Forward School District and the certified representative of the teachers would be controlling.

Article VIII

RETIREMENT

A. Retirement

1. An Act 93 member who is retiring because of age, years of service, or disability under the provisions of the Public School Employees' Retirement System, shall be entitled to the provision as set forth below. To be eligible for the retirement benefits, an Act 93 member must have at least 15 years of credited service in the Pennsylvania Public School Retirement System and be at least 55 years of age with at least eight (8) years of service with the district as an Act 93 member.
2. An Act 93 member who fails to provide at least sixty (60) days written notice of retirement or who is discharged for cause shall not be entitled to retirement benefits. The Board may waive the sixty (60) days written notice if the employee is forced to retire unexpectedly.
3. **Unused Sick Leave Days**
 - a. The district shall pay an allowance, based upon unused accumulated sick leave days with the district, which shall be computed by multiplying \$100 times the number of unused accumulated sick leave days. The maximum amount payable for unused sick leave days shall be \$20,000.
 - b. In the event of death, the Act 93 member's beneficiary shall receive the retirement benefit for unused sick leave days.
 - c. The unused sick leave allowance shall be paid in a lump sum within one (1) month following the Act 93 member's final salary payment.
4. **Health and Dental Insurance**
 - a. The retiree will pay same premium share as the current active employee as define in Article IV Section A #4, until eligible for government health insurance .
 - b. Health benefits may be purchased, at the expense of the retiree, for a spouse per the School District contract when the retiree reaches 65 or becomes eligible for Medicare (whichever occurs first). If the retiree dies at any time after his/her retirement, health insurance per the School District contract may be purchased at the spouse's expense until the spouse becomes eligible to receive Medicare benefits. A third party as assigned by the district shall manage such purchase.
 - c. Under no circumstances will such insurance coverage be duplicated or provided if similar benefits are provided by other employers of the employee or the employee's spouse

The provisions detailed above are subject to the approval of the carrier.
5. **Life Insurance**
 - a. **Non-Contributory Portion**
The retired Act 93 member will receive coverage in the amount of \$50,000.00 in life insurance at the time of retirement (subject to termination of dependent status or death) until the age of 75.

6. Payment for Unused PTO Time

Payment in lieu of PTO time during the year before retirement is also permitted. The retired Act 93 member shall receive payment for that year's unused PTO time at his/her per diem rate. The per diem rate is calculated by dividing the salary by 260 days. The maximum number of PTO Days for reimbursement is 20.

7. Retirement Grant

Each retired Act 93 member shall be entitled to a retirement increment (severance at retirement) of \$100.00 per year of administrative service with the district. The maximum payment will be \$2,000.

8. Early Retirement Incentive Plan

- a. Act 93 members who meet all of the requirements for "early retirement" under the Pennsylvania Public School Employees' Retirement system and who desire to take early retirement shall be required to give written notice thereof to the district no later than three (3) school years prior to the effective date of early retirement.
- b. Some of the objectives of the Early Retirement Incentive Plan are:
 - 1) To provide financial reward and assistance to employees, who elect to file for retirement, for their long-term service to the district as an Act 93 member.
 - 2) To minimize the number of less-experienced Act 93 members being furloughed or terminated.
 - 3) To provide openings for new Act 93 members, bringing new and diversified experiences, ideas, and values to the district.
 - 4) To provide a better balanced staff with a varying range of professional and personal experience.
 - 5) To fund the plan, insofar as is possible, through the differential in salaries of potential retirees compared to the lower salaries of less-experienced Act 93 members.
- c. The board authorizes the Superintendent to analyze and evaluate this plan annually and, if needed, to recommend appropriate modifications to the plan.
- d. Procedure
 - 1) The applicant for early retirement incentive must have at least 20 years of credited service in the Pennsylvania Public School Employee's Retirement System and be at least 55 years of age with the last 8 (or more) of continuous service as an administrator in the district.
 - 2) The applicant must be at least 55 and no more that 62 years of age at the close of the last year of service.
 - 3) Eligible Act 93 members must actually retire, consistent with the Pennsylvania Retirement Code, upon their separation form the district.

- 4) The retirement date must be at the conclusion of the school year, or a reasonable mid-school year termination period.
- 5) A salary increase of \$2,000 shall be added to the base salary for early retirees, and the increase shall be applicable for each year for a period of time not to exceed three (3) school years prior to "early retirement." The increase will be added only after receipt of the written notification of intent to retire early.
- 6) Early retirement may be rescinded only upon written notice of such rescission delivered to the district not less than one-half (1/2) school year prior to the effective date of early retirement as set forth in the notice of early retirement required in the first paragraph of this section. In the event of rescission of early retirement, as provided above, the Act 93 members shall repay to the district the amount of all salary increases received by virtue of this plan together with interest thereon in the amount of the prime rate charged by commercial lenders to the district's depository on the date the district receives the written notice of rescission. Repayment together with interest, as provided above, computed until the date of repayment in full shall be repaid in full prior to the Act 93 member's terminating employment with the district; but, in no case later than one (1) school year from the date of receipt by the district of notice of rescission of early retirement. Upon delivery of notice of rescission, early retirement salary increases, as provided herein, shall be discontinued as of the next payroll salary date.
- 7) Act 93 members who rescind notice of early retirement and who continue employment with the district for a period of time not less than one (1) school year after delivery of notice of rescission may repay the district all money owed together with interest by equal pro-rata payroll deductions.

Article IX

AGREEMENT ACCEPTANCE

Intending to be legally bound, both parties hereby accept the provisions of this Agreement as witnessed by their signatures below:

For the District

For Act 93

President, Board of School Directors Date

Representative Date

Secretary, Board of School Directors Date

Representative Date