

**UPPER ST. CLAIR TOWNSHIP SCHOOL DISTRICT
ADMINISTRATIVE FRINGE BENEFITS**

Act 93 Agreement

Effective July 1, 2010 through June 30, 2015

I. Upper St. Clair School District administrators are provided the following fringe benefits. Other benefits, such as leaves, will be the same as those listed in the USC teachers' collective bargaining agreement ("CBA").

A. Hospitalization and Prescription Insurance. The School District shall provide the ACSHIC PPO Standard Plan (with prescription) with Administrators making the same contributions as are applicable to professional employees at Step 15+ under the CBA who are enrolled in the ACSHIC HMO Plan.

Administrators shall be responsible for all co-payments and deductibles. Should a less costly insurance plan option become available during the life of this Agreement, the administrators shall have the option of selecting the less costly plan, to any restrictions of the insurance carrier.

B. Dental Insurance/Vision Insurance
The School District shall provide at no cost to the employee the same dental and vision coverage as provided under the teachers' CBA. Administrators shall be responsible for all co-payments and deductibles.

C. Summary Plan Description to Employees. The Board shall make available to each administrator a Summary Plan Description of the above Health Care Insurance and Dental coverage provided as soon as possible during the school year; it shall include a clear description of conditions and limits of coverage as listed.

D. Disability. Administrative employees shall be provided Group Long Term Disability Insurance. The monthly benefits payable shall be 2/3 of the present salary or \$10,000, whichever is the lesser amount. The monthly benefit shall continue at least until the employee's 65th birthday. (See Schedule of Benefits.)

The monthly benefit payable shall become payable only after 60 days or the end of accumulated sick leave, whichever is greater.

In all cases, benefits described above are subject to the terms and conditions of the master insurance policy. The School District shall not be liable for payment or failure of payment by the carrier.

- E. **Workers Compensation.** Employees eligible for Workers Compensation shall suffer no loss in pay or reduction in sick leave for the first month of disability. After the first month, the employee may collect full salary and remit the Workers' Compensation check to the District by using one-third (1/3) of a sick day, the employee may continue to accept the Workers' Compensation check and the District will pay one-third (1/3) of the salary. Under this option, retirement will not be paid. Employees shall receive no more than full pay.
- F. **Sick Leave.** Administrative employees shall be allotted twelve (12) days of sick leave per year with unlimited accumulation in accordance with the School Code. A maximum of five (5) sick days per year may be used for the serious illness of a child, spouse or parent.
- G. **Vacation.**
- (1) Administrative employees shall be allotted twenty (20) vacation days per year. Eligibility for vacation entitlement is determined as of July 1 of each year for the preceding year of service. Employees resigning during the fiscal year (July 1 to June 30) will receive a pro-rata vacation payment at the time of termination. Pro-rata will be computed on a 260-day work year.
 - (2) Administrative employees may apply unused vacation days to sick days used during the fiscal year. Example: If an administrator had not used five (5) vacation days by June 30 and had used three (3) sick days during the year, three (3) of the five (5) vacation days are applied to sick leave and the administrator loses two (2) vacation days.
 - (3) Administrative employees may carryover up to (5) unused vacation days for use in the next school year, with the approval of the Superintendent.
- H. **Liability Insurance.** Administrative employees shall be provided liability insurance coverage under the District School Leaders Errors and Omissions Policy. The current limit of liability is \$1,000,000 inclusive of defense costs, charges and expenses. Administrative employees are also covered by an Excess Liability policy. If that policy is discontinued, the administrative employees will be notified of that change.
- I. **Term Life Insurance.** Administrative employees shall be provided Term Life Insurance based on their annual salary, rounded down to the nearest \$1,000, with an option to purchase supplemental insurance in the amount of one times their annual salary or two times their annual salary rounded down to the nearest \$1,000.

- J. Professional Memberships. Annual paid membership to one state and one national professional organization. The Superintendent, or his designee, shall approve the payment. In addition, with the approval of the Superintendent, an administrator may participate in “group memberships” with other administrators in organizations that further District goals.

- K. Tuition Reimbursement. Reimbursement at the annual rate of 100% for the tuition cost for a course(s) taken for additional certification or doctorate. The administrator must provide the Superintendent, or his designee, with a copy of his/her individual Program of Studies and course selections, for approval prior to each semester. To receive payment, the administrator must provide the Superintendent, or his designee, with a copy of the fee statement and a copy of the grade report. A grade of B or its equivalent is required. The Superintendent, or his designee, approves the payment. An official transcript from the office of the registrar must also be on file in the Superintendent's office. Reimbursement will be made at the end of each semester.

In addition, the District shall pay a one-time stipend of \$2,000 upon successful completion of a doctorate degree in a program approved by the Superintendent.

If an administrator resigns from the District after the tuition reimbursement and/or the doctorate completion stipend is paid, repayment of the tuition reimbursement and/or the doctorate completion stipend shall be made to the District according to the following schedule:

Resignation Date After Conclusion of Semester in Which Tuition Reimbursement/ Doctorate Stipend is Paid	Percentage Repaid
Less Than 1 Year	100%
1 Year of More, But Less Than 2 Years	75%
2 Years or More, But Less Than 3 Years	50%
3 Years or More, But Less Than 4 Years	25%

- L. Personal Days. Annually a minimum of three (3) personal days shall be available. The Superintendent may grant additional days for good cause.

- M. Flex Account. There will be an annual Administrative Flex Account in the amount of \$4,200 per year. 100% of the flex account will be available July 1 of each school year, provided that, by July 15 after the July 1 availability date, each Administrator must make a one time election for use of the \$4,200 amount to either 1) pay the monthly contribution for insurance premiums, 2) fund a Flexible Spending Account (on a pre-tax basis), or 3) fund a TSA contribution. This election may only be changed on the following July 15th.

In addition, if an Administrator does not make the election by July 15 for all or some of the \$4,200 amount, the undesignated amount may be used for reimbursement of health care related expenses (on an after-tax basis), such as for deductibles, co-pays, over-the-counter drugs, prescription glasses and uninsured medical expenses prescribed by a physician. Reimbursements for such expenses will only be made in the January 31 and the June 30 payroll. Expenses must be submitted to the Benefits Coordinator between December 10 and December 31, or between June 1 and June 15, in order to be paid in the January 31 or June 30 pay, respectively. Any amount that is not paid to the Administrator in the June 30 pay will automatically be deposited in a TSA account for the Administrator.

- N. Salary Continuance. An Administrator's salary will be continued for a period of up to 10 days, without use of sick days, if an Administrator suffers a physical injury directly caused by an intervention in a disturbance involving one or more students which prevents the Administrator from working. In order to be eligible for salary continuance, the Administrator must be determined by the Superintendent to have acted in the best interest of the District and the Administrator must provide medical certification as may be requested.

II. Retirement Benefits.

- A. Retiring Administrators shall receive the sum of \$9,500.
- B. Administrators shall also receive \$100 per year of service in the Pennsylvania State Employees Retirement System.
- C. In addition, unused sick leave reimbursement in the amount of: \$90 per day for administrators who have up to 10 years of PSERS Credit Years (service earned in the Pennsylvania School Employees Retirement System); \$100 per day for administrators who have over 10 years but less than 21 years of PSERS Credit Years; and \$125 per day for administrators who have 21 years of service or more with the PSERS Credit Years.

- D. Retirees will be eligible to obtain one-third year for each whole year of service earned in the Pennsylvania School Employees Retirement System or until the retiree becomes eligible for Medicare, whichever is earlier, medical insurance through the plan applicable to current active District professional employees. The District's contribution at each level of coverage is capped at the amount paid by the District (not including the employee contribution) during the retiree's last school year worked. Retirees are also responsible for all copayments and deductibles.

After the Administrator's eligibility under the above matrix expires, the administrator will be eligible to participate in the benefit plan by paying the full cost of coverage until Medicare eligible, provided such participation is allowed under the terms of the Plan.

The ability of spouses and dependents to obtain and maintain coverage through the retiree is further conditioned upon substantially similar medical insurance being unavailable at substantially similar cost through the spouse's place of employment.

If the retiree's level of coverage changes during retirement (e.g., family to husband and wife), the District's contribution will be adjusted to reflect the amount paid by the District (not including the employee contribution) for that level of coverage during the retiree's last school year worked. In the event the retiree dies before eligibility terminates, the retiree's spouse and dependents, if covered through the retiree's policy at the time of death, may continue to receive coverage (provided they are eligible for coverage under the terms of the insurance plan) until the spouse is eligible for Medicare benefits, remarries or, through the spouse's place of employment, the spouse (and his/her dependents) is eligible for substantially similar medical insurance benefits at substantially similar cost. The spouse and dependents shall be responsible for any deductibles and co-pays.

For retirees living outside of the geographic area covered by the medical insurance plan applicable to District professional employees, the School District may make managed care options, such as the Highmark PPO, available to such retirees along the same terms and conditions applicable to retirees living in the geographic area, as set forth in this Plan.

- E. A retiree and his or her eligible dependents may continue in the dental plan and vision plan with no monthly contribution until the retiree becomes eligible for Medicare, provided such participation is allowed under the terms of the Plan. The retiree will be responsible for deductibles and co-pays.

- F. Retirees will be provided a term life insurance policy in the amount of \$100,000 with the premium paid by the School District until the retiree becomes eligible for Medicare. Retirees may elect to continue coverage without interruption paying full cost of the policy, provided such participation is allowed under the terms of the policy.
- III. Performance Evaluation & Salary
- The Superintendent will meet with representatives of the Act 93 group within the first year of this Agreement to review the administrative performance evaluation instrument and process.
- Salary adjustments for Administrators will be determined by the Board based on merit, which includes the individual administrator's job performance, job experience, knowledge, and placement within the salary ranges, and the financial status of the District.
- IV. Act 93 Positions:
- This Agreement shall cover and be applicable to only those employees meeting the definition of "school administrator" as set forth in Act 93 (24 P.S. §11-1164). In the event an employee is no longer qualifies for coverage under this Agreement, the District shall prepare an appropriate contract.

Adopted: July 6, 1984
Amended: December 10, 1984
Amended: September 8, 1986
Amended: December 14, 1987
Amended: December 12, 1988
Amended: November 13, 1989
Amended: November 26, 1990
Amended: November 25, 1991
Amended: February 22, 1993
Amended: February 28, 1994
Amended: August 22, 1994
Amended: March 27, 1995
Amended: July 1, 2001
Amended: January 1, 2004
Amended: November 12, 2007
Amended: June 28, 2010

1562214_5.DOC

Addendum to Act 93 Agreement

UPPER ST. CLAIR TOWNSHIP SCHOOL DISTRICT ADMINISTRATIVE FRINGE BENEFITS

Effective July 1, 2013 through June 30, 2016

The Act 93 Agreement applicable to administrators employed by the Upper St. Clair School District, as approved by the Board of Education of the School District of the Township of Upper St. Clair on June 28, 2010, is hereby amended to extend the Act 93 Agreement through June 30, 2016 and to provide that administrators covered by the Act 93 Agreement shall have the option during term of this Addendum to sell back a total of nine (9) vacation days and to be paid at the administrator's per diem rate for each vacation day sold. The election to sell back days in a school year must be made by March 1 of that school year and not more than three (3) vacation days may be sold in one school year. The per diem rate shall be calculated by dividing the administrator's annual salary for the applicable school year by 260.

This Addendum will also clarify that administrators covered by the Act 93 Agreement are not eligible for the Retirement Correction set forth in Article XVI of the current Collective Bargaining Agreement between the School District and the USCEA.

This Addendum is approved by the Board of Education of the School District of the Township of Upper St. Clair this 18th day of June, 2013.

Adopted: July 6, 1984
Amended: December 10, 1984
Amended: September 8, 1986
Amended: December 14, 1987
Amended: December 12, 1988
Amended: November 13, 1989
Amended: November 26, 1990
Amended: November 25, 1991
Amended: February 22, 1993
Amended: February 28, 1994
Amended: August 22, 1994
Amended: March 27, 1995
Amended: July 1, 2001
Amended: January 1, 2004
Amended: November 12, 2007
Amended: June 28, 2010
Amended: June 18, 2013

1819761.2