

**ACT 93 MEET AND DISCUSS FOR
ADMINISTRATORS**



HOW ACT 93 WORKS

As administrators employed by a school district you have the right to:

1. **Meet and Discuss in good faith with the school board** - The purpose of these discussions is to present data and arguments for salary increases and methods of determining future raises and benefits. Benefits would include the usual medical, dental, vision etc. It could include retirement benefits, vacations, other time off, and buy back of such time should the administrator leave the district for any reason. Some other language items agreed to by school boards include transfer language, a limited grievance procedure, evaluation language and work-day work-year definitions which could be part of the discussions.
2. **A written compensation plan as board policy whether or not you have Meet and Discuss** - The plan must be written and contain as a minimum a description of benefits, salaries (how they are determined), and an overall description of the compensation plan.
3. **To use the grievance procedure provided by the 1947 Anti-Strike act** - This process of fact finding is administered through the Pennsylvania Department of Education. The process, which is non-binding, is used most often when school boards refuse to even meet with their administrators.

The law requires that a majority of administrators support the concept of Meet and Discuss with the school board. While the law does not define the word majority it has become the practice that if more than 50% of the administrators support the concept of meeting with the board, then the board must meet with the administrative group. It is also understood that if successful conclusions are to be reached, whatever is agreed to will be for all administrators. Therefore, no special deals can be brought about later for one person or group within the larger group.

REMEMBER THE PURPOSE OF ACT 93 IS TO STRENGTHEN THE MANAGEMENT TEAM BY HAVING A PROCEDURE IN PLACE TO DEAL WITH SALARIES AND BENEFITS. *IT IS NOT A COLLECTIVE BARGAINING LAW.*

WHAT IS GOOD FAITH MEET AND DISCUSS

- Not an easy concept to prove/disprove. A good definition was never defined when reviewing act 195.
- The courts make determination based on intention.
- Were the sessions productive? Did open dialog take place?
- While time is not usually an indicator, it can be considered for good faith. For example, if the board only held one meeting or if they scheduled and constantly canceled meetings.
- Did the school board convey factual bases rational for its decisions?
- Is the ACP complete in stating the term, salaries, benefits, early retirement incentives, college credits, dues payments and any other factor effecting salary such as evaluations, included in the plan?
- Did the school board present a written plan to administrators for their consensus after Meet and Discuss, or did they pass the plan without administrative input into the written document?
- While not required, a document that is written as a contract signed by both parties, shows a strong intent on the part of the school board.
- Did the board treat the act 93 team with the purpose of mutually solving this problem, or was it one sided?
- Was the school board decision contrary to the law or board policy or the facts?
- Were there attempts on the part of the school board to intimidate or coerce the participants in the discussion?
- Was a serious effort made to resolve differences? (this would apply to both parties)

ACT 93 AND THE DIFFERENCE BETWEEN ACT 195/88

1. Under Act 93, the school board after good faith Meet and Discuss can adopt the administrator compensation plan without the concurrence of the administrators. On the other hand, act 195 does not require either side to agree to a particular contract. However, no collective bargaining agreement is in effect until both parties agree to the terms and conditions contained in the document.
2. Act 195/88 has strict time limits. Act 93 is more flexible and the determination of when to start discussions is left up to administrators. Unlike collective bargaining which may take many months or even years, administrators tend to have a plan implemented in much shorter period. However, because each district culture is different the local administrative team needs to determine if working past the ACP's expiration date without a new plan is in their best interest. If good faith Meet and Discuss has occurred the board may adopt the ACP. Unlike in collective bargain, the administrators cannot delay the adoption of the ACP by failing to agree to its terms and conditions.
3. It is important to start the process early. The administrative group needs to determine that a majority wants to initiate Meet and Discuss. By failing to start early not enough time may exist before the expiration of the ACP to discuss the issues thoroughly. Rather than continue discussions the school board may unilaterally act to adopt the new ACP rather than have no plan in place. It becomes difficult to argue that there has been insufficient time to adequately discuss the issues when the complaining party waited so long to begin discussions. Remember school boards because of their busy schedule may require many weeks between sessions.

Frequently Asked Questions ACT 93

Can the School Board pass an Act 93 plan we the administrators did not approve?

Yes the school board after good faith meet and discuss can at a public meeting pass a plan the majority of administrators may not approve. Nothing in the law requires the administrators to approve of the terms and conditions of the plan, only that they have the ability to meet with the board concerning the plan.

Must we have an act 93 plan?

No the law is optional, if the majority of administrators do not want to meet and discuss with the school board the board may pass policy on compensation without input of the administrative staff.

What if some of us like the board offer and others do not, What happens?

The board does not need the administrator's acceptance of the plan to make it legal. While it would be nice to have the majority accept it the school board could adopt the minority position.

Can the custodial supervisor, transportation supervisor and other like positions be in the Act 93 group?

While no court case exists to determine eligibility, the law states "any employee of the school entity below the rank of superintendent, executive director vocational director assistant superintendent...". Common practice has been to include all positions of supervisory nature that are not excluded by the law which would be superintendent, assistant superintendent, business manager and personnel director. In fact, in *Curley Vs Greater Johnstown* the issue of non-supervisory school administrators was addressed and the court stated they could be part of act 93 group.

What if we do not want certain positions in the group?

After 15 years since the enactment of Act 93 it would probably be difficult to win this argument in courts and would probably have a negative impact in the legislature. From a practical standpoint many groups have been able to resolve this issue by having separate agreements one covering educational staff other covering non-educational staff under the master act 93 document.

Can the school board not live up to the terms of an act 93 agreement?

No assuming the plan was passed by the school board at a public school board meeting the plan is in effect to its expiration date. This issue was affirmed by the Curley Vs Greater Johnstown School District Commonwealth Court case that an ACP is a binding document once adopted by the board and may not be changed by the board during the term of the plan unless by mutual agreement. In the event the school board would change the agreement, the issue would be taken into the court of common pleas to be resolved.

How long a time line must plan be in existence?

The law requires minimum of one year but multi year plans are not excluded.

Can the board make a deal with one administrator?

Although never litigated, it is the position of the associations (Elementary & Secondary) that the legislative purpose of Act 93 is that all members would be covered by one document. The law however would not preclude the school board from giving one administrator greater salary or benefits. They must do it under the context of meet and discuss. Where administrators actively pursue this request they really hurt the Act 93 process because all semblance of group unity is lost.

How soon before the ACP expiration date should we meet with the school board?

While there is no set standard, a meeting should be held in January/February to acquaint the board, many of whom may have never been part of the process. Topics would include how Act 93 works, the importance of good pay and benefits for administrative staff, developing a philosophy of administrative compensation and other areas the group wish to address. This is not a gripe session but should be used as an opportunity to educate the school board on the role of the administrator and compensation issues. The next meeting the group can get into specifics.