

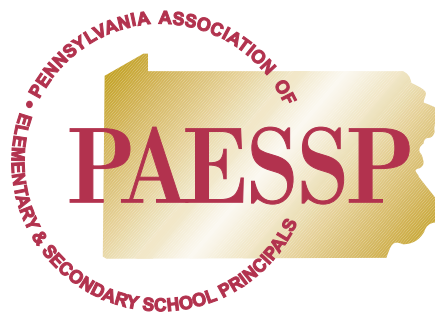
The Pennsylvania Association of Elementary  
and Secondary School Principals

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# **ACT 93 - THIRTY YEARS LATER**

**By Paul M. Healey, Ph.D.  
PAESSP Executive Director-Elect**



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## Introduction:

It has been almost 30 years since Act 93 was signed into law on June 28, 1984. The purpose of this legislation was to provide a means for resolving administrator compensation matters by working within a management team philosophy.

In an effort to determine the effectiveness of this piece of legislation, PAESSP recently conducted a survey of its members to cultivate their thoughts on Act 93. We also compared the responses with input received in 1989 from the members in a similar survey.

### A. Basic Elements of the Law

There are three basic rights outlined in the law:

1. The right for administrators to meet and discuss in good faith with the board of school directors if a majority of the administrators so request.
2. The right to a written compensation plan as board policy whether or not it is requested. The plan must be good for no less than one year and contain, at the minimum, a description of the compensation plan, the salaries or the salary schedule and a list of fringe benefits.
3. Continuation of the right to a grievance process with the assistance of the Department of Education as provided for in the 1947 Anti-Strike Act.

The first two aspects of the law should be common sense practices and be a part of any school district's plan whereby there is ongoing communication between the management team and the board. The grievance process, as stipulated in item 3, is available when an impasse occurs and cannot be resolved by the parties.

### B. Uniqueness of the Law

The law is unique in the following ways:

1. The legislation deals exclusively with administrator rights. Act 93 is written exclusively for administrators and outlines procedures quite different from those offered to teachers and other public employees under the Pennsylvania Public Employee Relations Act of 1970 (Act 195).
2. The legislation outlines a meet and discuss program designed to promote, not confront, the team philosophy of management. In states with negotiating rights, the process is called collective bargaining, assumes an adversarial relationship and works through traditional labor mechanisms for resolving grievances. Act 93, however, outlines a meet and discuss process, assumes a team relationship and works through the educational system to resolve grievances.

The legislation is supported by all the major state associations representing basic education. Act 93 was not opposed in its final form by any of the major basic education associations, including the Pennsylvania School Boards Association, and all of the associations have worked hard to see that the legislation is successfully implemented.

So how have the basic elements of Act 93 been practiced in school districts since 1984? Approximately 500 PAESSP members responded to a survey in July 2013 and offered their views on the strengths and weaknesses of Act 93. In some instances, we also compared the latest findings with past results from 1989 where appropriate.

The first element of the law deals with the right for administrators to meet and discuss in good faith with the board. We asked several survey questions dealing with this topic.

- **How often has your management team requested Meet and Discuss sessions with the board? (*question not part of 1989 survey*)**

Approximately 54% of the respondents indicated they meet with their board once per year while another 30% reported they never meet with the board. Meetings with the board other than one time per year was at 15% (see *Figure 1 on page 2*).

The typical open-ended responses seem to suggest that meet and discuss meetings only occur when a new agreement is being constructed.

“There is little to no Act 93 opportunities for us to discuss our agreement, concerns, etc. We attempt to meet with the board and they move forward with an agreement and board approval without us even being aware.” (Survey Participant)

“We only meet and discuss when our contract determines it is appropriate. I would like to know how or why others are using this process more frequently.” (Survey Participant)

“School boards typically feel the pressure to meet and negotiate with the teacher union because they have the numbers, but with the Act 93 administrative committee, the board usually feels they only have the obligation to meet and listen. Most usually falls on deaf ears.” (Survey Participant)

“Positive experience in my district. No issues.” (Survey Participant)

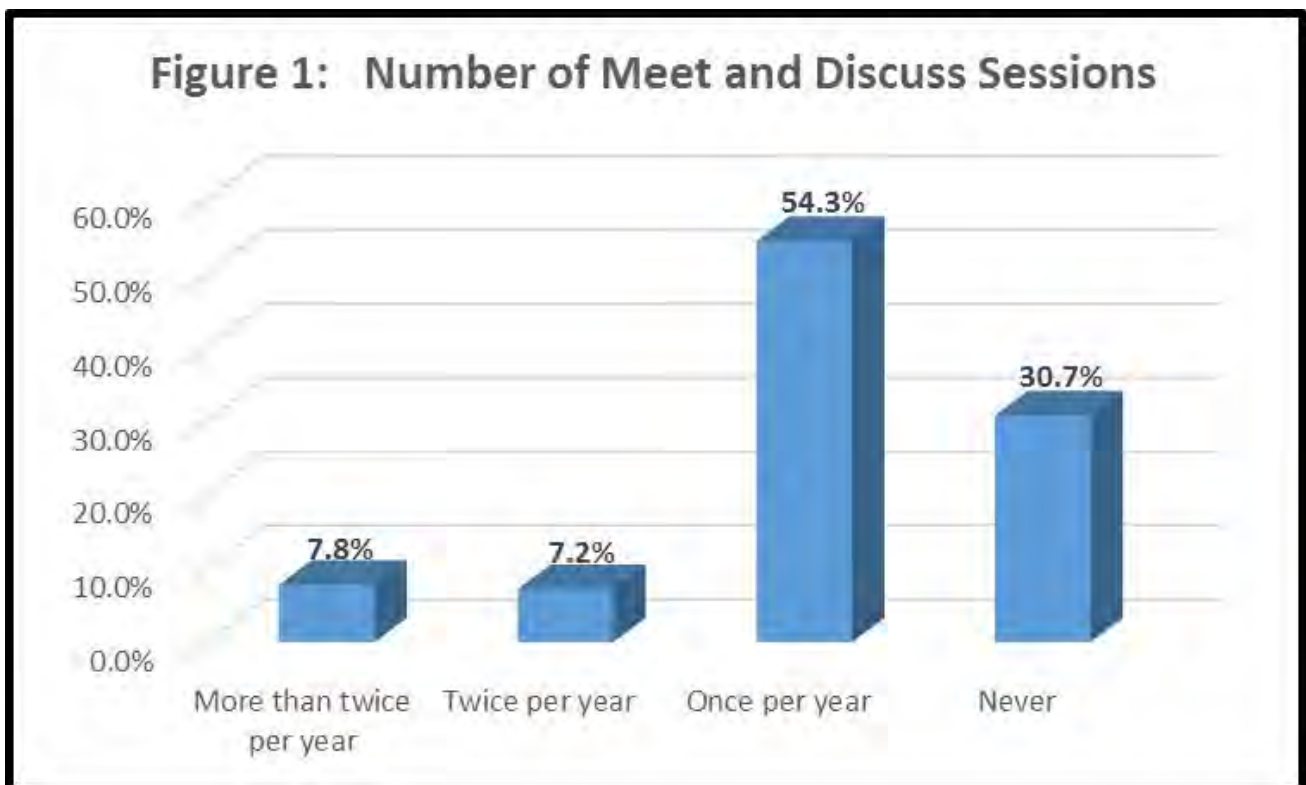
“We only meet during teacher contract negotiating years. The management team has made requests in the previous sessions, and the board committee has refused almost every single request.” (Survey Participant)

“The meet and discuss clause of Act 93 is used primarily to negotiate contracts in our district. The process has been very helpful and has prompted the board into action on many occasions.” (Survey Participant)

“At one time Act 93 served our district well. The current board, at the last Act 93 meeting decided to communicate with the group through their attorney. Unfortunately, this doesn’t lead to very open communication.” (Survey Participant)

“Unfortunately we tend to only meet with our board at the time an agreement is coming to an end. Meeting more frequently would bring about more of a sense of management “team” with the board.” (Survey Participant)

“Our board will meet with us whenever we request it. The agreement meetings, however, are strongly run by the board and little is left for negotiation.” (Survey Participant)



- **How satisfied are you with the Meet and Discuss process in your district?**

The satisfaction rate of the Meet and Discuss process from our earlier survey in 1989 to the present has dropped dramatically. On the earlier survey, approximately 55% of the respondents indicated they were either satisfied or

highly satisfied with Meet and Discuss as compared to the 2013 results which indicate only a 28% satisfaction rate (see Figure 2 below). The dissatisfaction rates from 1989 to 2013 have risen from about 22% to 37%. It is also interesting to note that in the 2013 survey, respondents reported an overall uncertainty about the Meet and Discuss process at 34% as compared to 23% in 1989.

“With us...there is only Meet and Listen. We are told what the plan will be with very minimal discussion.” (Survey Participant)

“Act 93 discussions have at times been referred to as “sit and listen.” (Survey Participant)

“In our district, the meet and discuss concept with the school board is not taken seriously. They meet with us, listen and then make their own decisions that we do not see until the compensation policy is already approved.” (Survey Participant)

“There has been little to no benefit. Whenever there has been an issue, such as the contract, the school board has simply made the decision regardless of our feedback.” (Survey Participant)

“It really depends on the makeup of the board on any given year.” (Survey Participant)

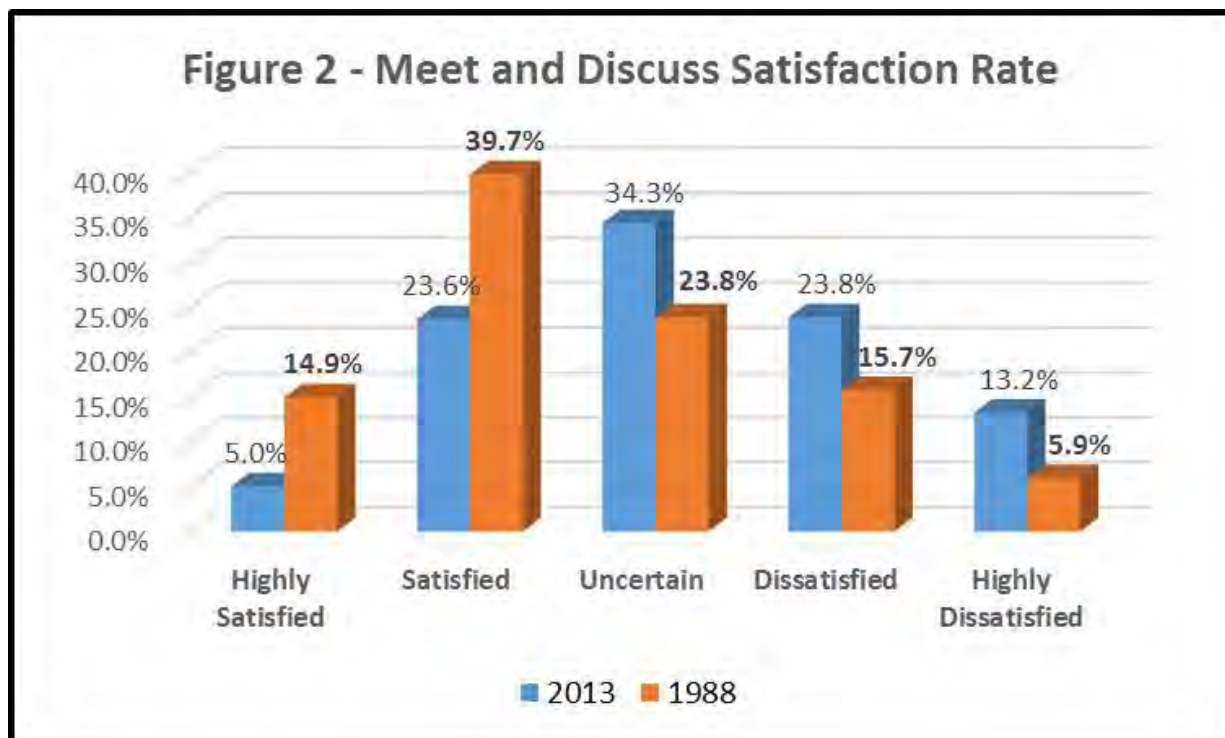
“Despite the intentions of meet and discuss, our board has taken the attitude that this is what you’re getting and if you don’t like it, tough.” (Survey Participant)

“Seemed to be fine until the change in the school board composition. Now it appears that there is anxiety regarding the process. School boards – especially new members, have little knowledge regarding the process and there needs to be renewed emphasis on board education and trainings.” (Survey Participant)

“Although we can meet and discuss, the board gives us what they want to give without any real thought about our input or discussion on salary/compensation/or benefits.” (Survey Participant)

“Overall, the plan serves a purpose so we can speak as a unified group. However, it has been more of a “meet-n-tell” rather than “meet-n-discuss” with very little salary adjustment over the past few years.” (Survey Participant)

“It’s a nice tool for us to use, but it lacks teeth.” (Survey Participant)



- **How satisfied are you that the Meet and Discuss session(s) have resulted in better communication between the management team and board? (question not part of 1989 survey)**

As stated previously, the intent of Meet and Discuss is to promote a team philosophy of management through ongoing, open communication between the parties. Survey participants have expressed their overall frustrations with the process and reported that sessions usually result in one-way communication often dictated by the board. The 2013 survey results appear to support the comments on this issue and indicate that approximately 51% report either being not satisfied or neutral on whether the process resulted in better communication with the board (see Figure 3 below).

The open-ended comments on this issue mirror the results but a few of the comments show some hope on how the process can lead to open dialogue.

“I appreciate the fact that our Act 93 group enjoys a strong, positive working relationship with the school board and central office. We’ve enjoyed a collaborative and trusting relationship which has allowed us to benefit nicely.” (Survey Participant)

“In the past, the board would listen and then just do their own thing. We have had a change in the board, so they are willing to sit down and listen.” (Survey Participant)

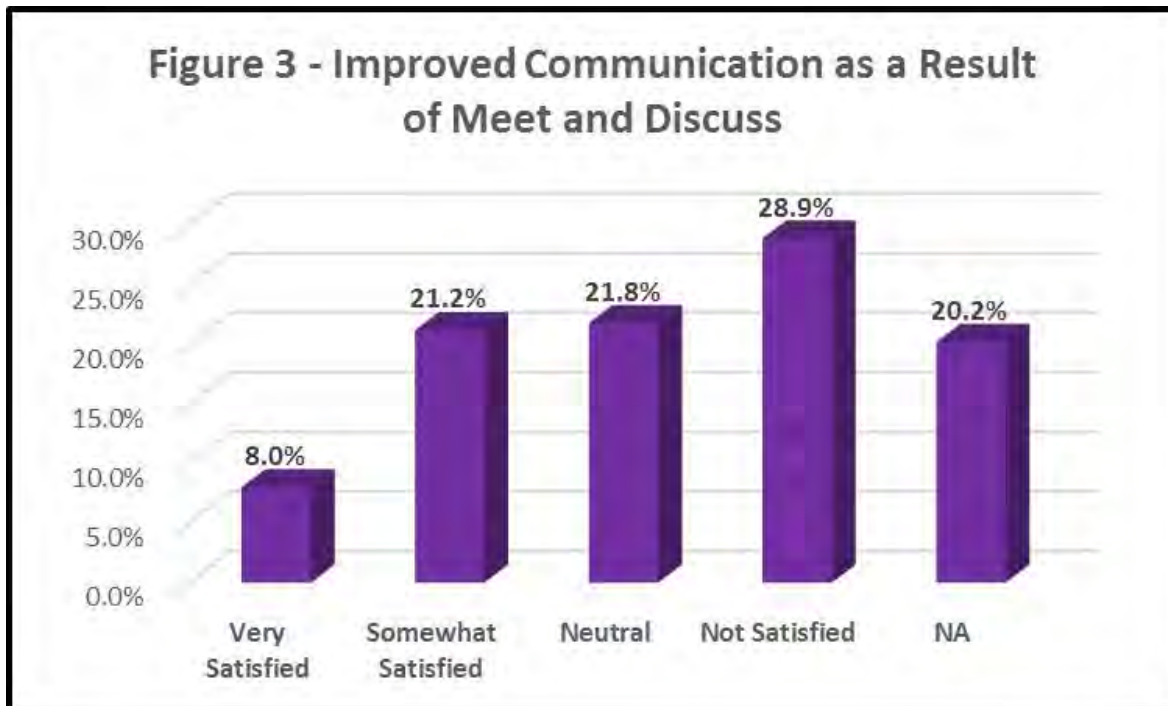
“While Act 93 does set some guidelines enabling communication to take place, it is still at the discretion of the board to do as they wish with Act 93. The Meet and Discuss is a tool, but not always an effective one.” (Survey Participant)

“In my experience, Act 93 is not helpful, as we serve at the pleasure of the school board. They choose not to meet, given that we can either accept their offer or leave. As a group, we believe the school board respects us as professionals, but does not feel required to negotiate as we are in no position to challenge their offer.” (Survey Participant)

“Our board listens to our requests, offers no feedback and then they do as they please.” (Survey Participant)

“My experience has been that we go through the motions, but then we get told how it will be. We are usually not treated fairly in light of how the teachers are treated.” (Survey Participant)

“I like Act 93 but it’s hard because most school boards don’t respect Act 93 because we have no power like the teachers’ union. They listen to us but then give us what they want to anyway.” (Survey Participant)

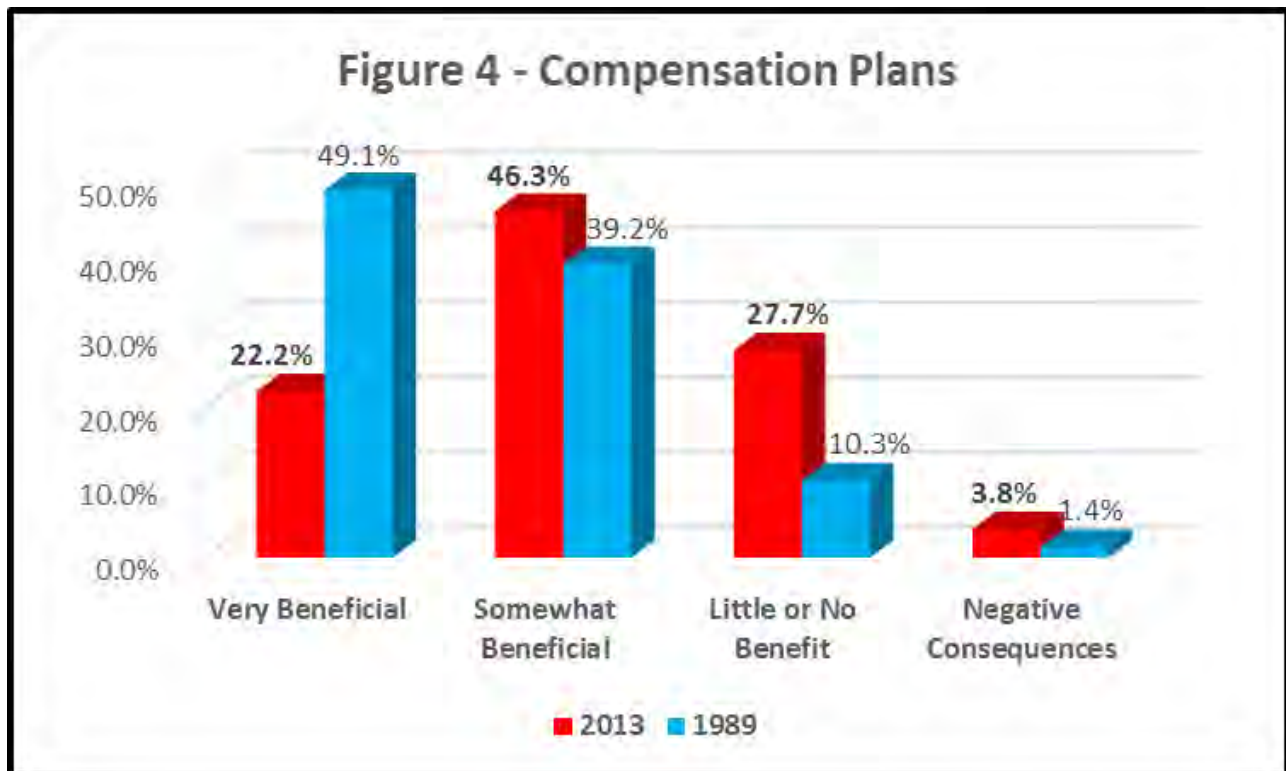


“While I have had very limited involvement in the Act 93 meet and discuss process, I don’t feel nearly the same level of confidence, belonging and satisfaction as I do in the teacher’s contract.” (Survey Participant)

The second element of the law involves the compensation plan for the Act 93 members which includes salaries and benefits. In order to uncover thoughts about current compensation plans, we posed two questions:

- **To what extent has the written compensation plan been of benefit to you?**

In 1989, approximately 89% of the survey participants indicated the plan was either somewhat or very beneficial to them with only 11% reporting either little to no benefit or negative consequences. The 2013 results show a decreased confidence in the written compensation plan whereby 68% report either the plan being somewhat or very beneficial to them and indicates a 21% drop in overall satisfaction from the earlier survey. Additionally, about 32% of the 2013 participants suggest the plan had little or no benefit or resulted in negative consequences for them (see Figure 4 below).



Participants were not shy in expressing their views on compensation packages and many offered opinions suggesting that reported earlier gains in salary and benefits for Act 93 employees have begun to take a turn for the worse:

“The superintendent and board members are understanding of the demands involved with administrators in the district. However, they are failing to keep administrative raises even EQUAL to that of the teachers. Act 93 simply means the board listens, but does what they want anyway. Administrative raises have been much smaller as compared to teachers.” (Survey Participant)

“Act 93 is an ineffective instrument for gaining fair compensation and benefits. Our board perceives the Act 93 employees as powerless in terms of negotiating a fair compensation package.” (Survey Participant)

“We get whatever the board wants to give us. We’ve had verbal agreements that were pretty good, but changed before signing.” (Survey Participant)

“Our board actually took out the language that said that agreement was “mutually agreeable” to stress their power. They also took away our signature line on the agreement so that we understood they were in charge. Not a good situation.” (Survey Participant)

“The system in my district is as follows: the board tells the superintendent or Act 93 management team representatives what it will offer and that is it. There is no discussion, reconsideration, compromise.” (Survey Participant)

“We have had a very educationally sound school board for the past 15 years and they have been concerned with attracting top administrators so we are ahead of many districts salary-wise in our category. Our problem has been language in the agreement.” (Survey Participant)

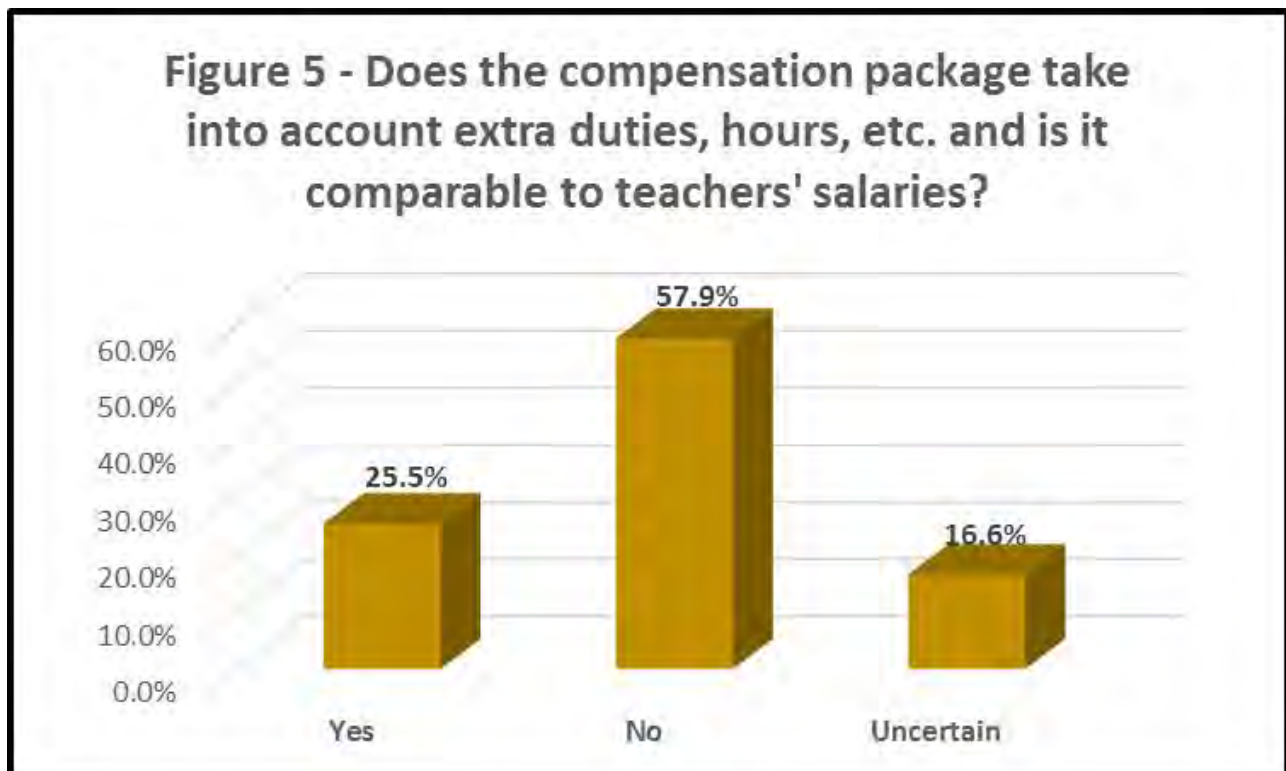
One of the hot button issues concerning Act 93 compensation issues centers around the per diem differential between administrator and teacher. In 1989, Dr. Frank S. Manchester, former executive director of PAESSP, offered the following:

“The per diem differential between administrators and teachers slid between 1974 and 1984; during this time period teachers got more than administrators, as far as raises go. However, in the last five years, the per diem difference has stabilized, and at this point two-thirds of principals make more per day than they would as teachers. We are interested in, at least, maintaining this status quo, if not improving upon it in the future. Equity is the major issue that administrators have faced and will continue to face” (Act 93 Five Years of Progress, page 15).

Dr. Manchester was speaking about a time pre-Act 93 and the gains associated with the implementation of the law five years later. He also was worried about maintaining the slight gains in the per diem or even improving upon them. To test the stabilization or improvement of the per diem issue, we offered a new question in the 2013 survey because we were hearing so many people discussing per diem.

- **Has the Act 93 process assisted your management team in obtaining compensation packages that take into account the extra hours, days, etc. which are reflected in your salary, keep you above where you would be on the teachers’ salary chart and be per diem rate?**

Out of the 501 responses to this particular question, approximately 58% said the process did not result in recognition of the extra duties, etc. About 17% were uncertain if the plan took into account per diem, etc., while another 26% did indicate that the administrative duties and salary were taken into consideration (*see Figure 5 below*).



No other question in the 2013 survey generated as many open-ended comments as this particular question about equity in compensation. The expressed majority opinion is what Dr. Manchester warned some 25 years ago -- not maintaining at least the status quo in the per diem rates between administrator and teacher.

“Act 93 administrators continue to face challenges in advocating for fair compensation considering the significant numbers of additional hours per day and days per year we work in comparison with the teaching staff. For many, the lure of becoming an administrator early in their career is an initial bypass of the step system to a higher wage

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than can be obtained by waiting. Once the administrator has 20 years, most teachers are on par or beginning to pass them in terms of earnings.” (Survey Participant)

“Teachers are compensated better through the strength of their union. If I did not become an administrator when I was 28, I would have never made the transition. The compensation is not worth the headache. I am in year 16 of public education and my base salary is still below that of the highest paid teacher. PA administrators need legislation to protect them!” (Survey Participant)

“My salary as a district level administrator is less than a teacher would make if they worked all year.” (Survey Participant)

“Our board takes into account other local administrator salaries but does not seem to want to look at our own teacher salaries (per diem) which puts us in a position where we have a ceiling but an unstable base. Some of our lower paid administrators get less in per diem than teachers who can supplement income with additional paid positions in the district, additional days worked at per diem and coaching stipends. We are in a matrix guaranteed to never see one of us at the top pay rate in our classification in the region.” (Survey Participant)

“In my district, the teachers make more than the administrators. It is only getting worse since the unions are able to negotiate a contract and we are given whatever the board decides. There should be legislation in place to protect administrators. Why would anyone want to leave the security of the union for Act 93? We may find ourselves with a shortage of good quality administrators because of this. In my district alone, there have been four principals that left administrations and returned to the classroom because of the poor contracts. They all made more going back into the classroom as a teacher than they were making as a principal. Very sad!” (Survey Participant)

“There is still disparity between higher steps of the teacher scale and the average salary of administrators in our district. We also do not have a system that allows teachers, once they reach a certain level on the scale, to consider moving into administration without taking a significant pay cut. We need to continue working on this system to narrow that gap.” (Survey Participant)

“The Act 93 plan in my district has been helpful to administrators in regards to all items except for equity in salary comparisons to teachers’ salaries. Specifically, there are Act 93 administrators in my district, who have been employed within the district for many years, who are still below the teachers’ salary level. If these administrators were to be paid according to “service years” on the teachers’ scale, they would be receiving a higher salary. This is discouraging giving the managerial and instructional responsibilities of the Act 93 administrators as well as the extra number of days per year worked in comparison to the teachers they supervise. There needs to be more equity in the area of salary fairness.” (Survey Participant)

To see how you fare with your present salary as compared to the teacher’s salary in your district on a per diem basis, try the following exercise in calculating the *Fairness Formula* as offered by PAESSP:

### **Fairness Formula Steps:**

1. Divide your current salary by number of days actually worked. Do not include vacation days. That is your administrator per diem rate (i.e.,  $\$57,200/220 \text{ days} = \$260 \text{ per diem}$ ).
2. Determine your salary if you had been a teacher in the district during your career by checking the teacher salary schedule. Make sure you take into account your years of service and educational level/credits. Divide that figure by the number of teaching days specified in the current teacher contract. This is your teacher per diem rate (i.e.,  $\$43,200/188 \text{ days} = \$240 \text{ per diem}$ ).
3. Subtract the teacher per diem from the administrator per diem. This is the Equity Differential (i.e.,  $\$260 - \$240 = +\$20$ ).
4. Add a figure for the average extra pay for extra duty assignment to the teacher salary. Divide that figure by the number of teaching days (i.e.,  $\$43,200 + \$2860 = \$46,060/188 \text{ days} = \$245 \text{ per diem}$ ).
5. Now subtract this teacher per diem from the administrator per diem. This your Full Equity Differential (i.e.,  $\$260 - \$245 = +\$15 \text{ per diem difference}$ ).



6. Work both differentials for two or more years, preferably three to get a longitudinal pattern.
7. Repeat this process for all members of your Act 93 management team to gain a full picture of salary comparisons for the group as compared to the teachers (Reprinted from Meet & Discuss Rights of PA Principals and Supervisors, 1995).

The final few questions of the survey dealt with the overall significance of Act 93 and the resolution process.

- **How helpful do you view Act 93 to Pennsylvania administrators in general?**

The good news is that the majority of survey participants in both the 1989 and the 2013 surveys still view Act 93 as either very helpful or somewhat helpful. On the increase, however, is the number of people who indicate that Act 93 has been little or no help with results in 1989 at 11% and now at 29% (see Figure 6 below). One must also keep in mind how different it would be if Act 93 was never enacted into law. In recent times, the comments indicate growing dissatisfaction with Act 93 which seems to be related to the earlier issue of eroding salaries for administrators as compared to teachers and the breakdown of communication between the board and the Act 93 team.

“Our administrative team has an adequate Act 93 agreement. However, our school board does not hold the agreement as binding. The board arbitrarily violates the agreement at will.” (Survey Participant)

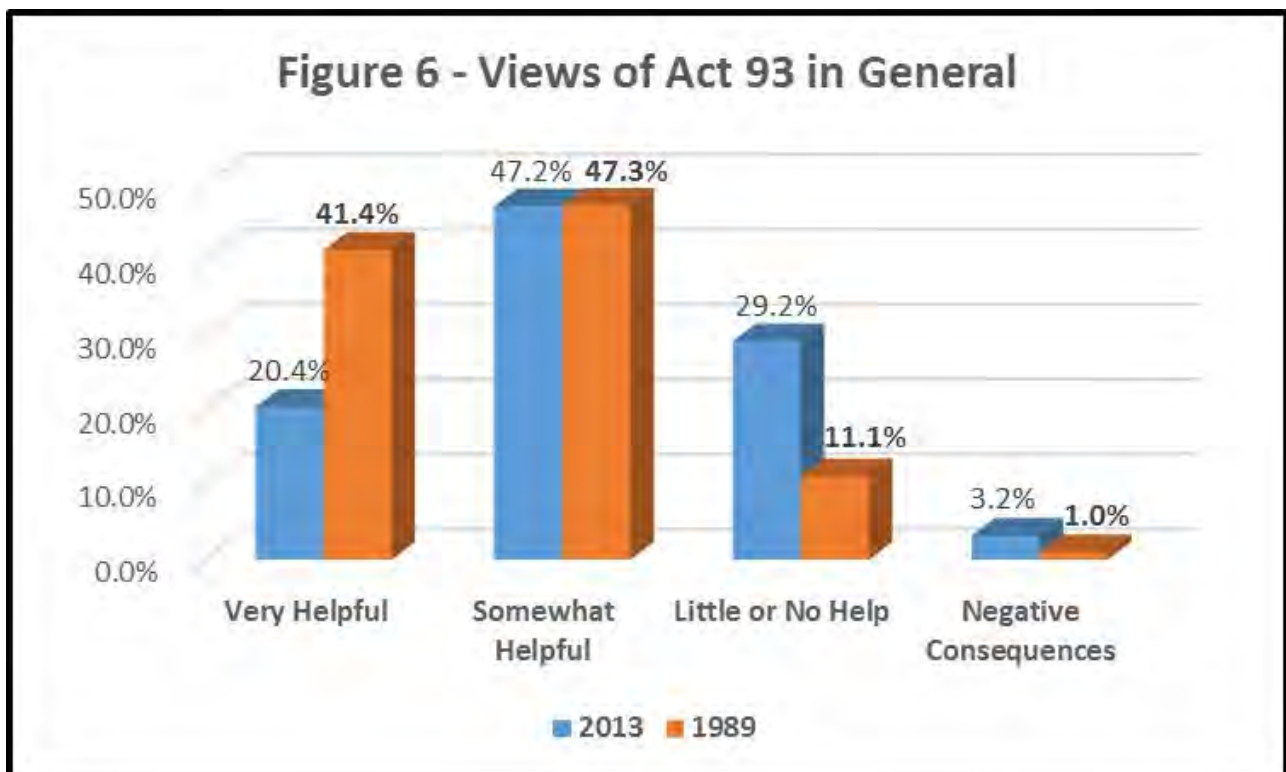
“Act 93 does not seem to provide school administrators with the ability to negotiate with the school board because of the lack of power given to Act 93 administrators.” (Survey Participant)

“For the most part, I feel Act 93 has opened the door for dialogue.” (Survey Participant)

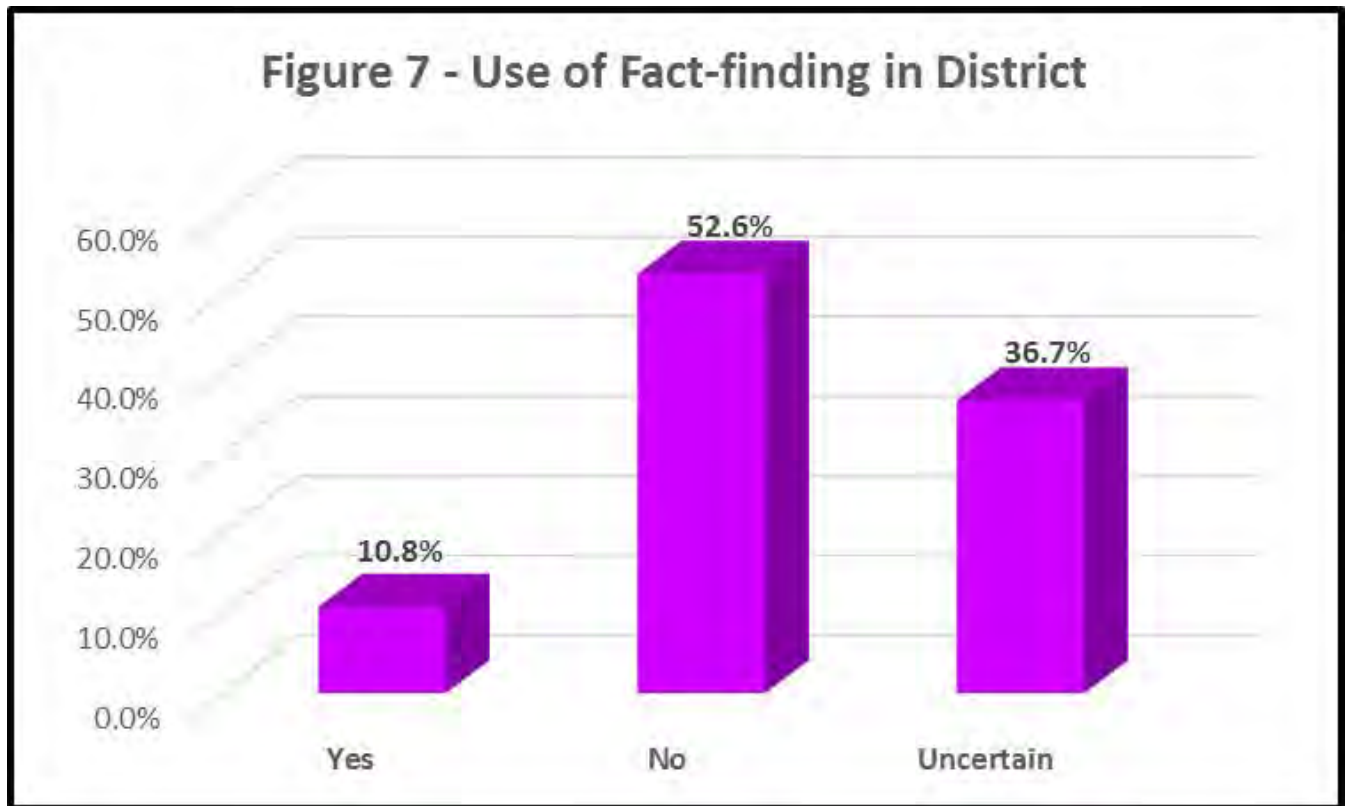
“I believe the success of Act 93 really depends on the composition of the board members in your district. Good board – good results.” (Survey Participant)

“The biggest problem with Act 93 is that it only requires meet and discuss, not collective bargaining.” (Survey Participant)

“Over the 30-year period the effectiveness of the process has ebbed and flowed depending upon the makeup of the school board and the leadership of our local association.” (Survey Participant)



- Finally, when asked, to your knowledge, has your district needed to use either pre-fact-finding or the fact-finding process for your management team within the past 10 years, most reported they have not used the process or were uncertain of its use in the district (see Figure 7 below).



### Summary:

It has been almost 30 years since Act 93 became law, providing administrators with three basic rights: **1)** a meet and discuss process; **2)** a written compensation plan; and **3)** a grievance process. Our 2013 PAESSP survey of some 500 members reveals that for the first two rights, we are seeing some troubling practices in place across the Commonwealth. As for the third right, many districts have not reported the use of a grievance process so it is hard to gauge its effectiveness at this time.

Of particular concern to the survey participants is the issue of equity in compensation as compared to teachers. Act 93 members appear to be asking for fairness and recognition of the longer days, increased responsibilities and having the value they add to the district reflected in their salary so that they are not making less than what a teacher would make.

Finally, there appears to be a willingness on the part of survey participants to fully utilize the meet and discuss process other than for contract talks. While some districts enjoy ongoing dialogue and communication with the board, many only have “meetings” when the Act 93 agreement needs renewal.

### Next Steps:

The following ideas are offered as some possible next steps in strengthening the Act 93 law and its practices across Pennsylvania school districts:

- A need to provide ongoing training and orientation of school board members so they understand that Act 93 is a law and the components that must be adhered to under the law. We can accomplish this goal by coordinating our efforts with the Pennsylvania School Boards Association (PSBA) in sharing our data and offering to help instruct board members on this issue.
- Future action is needed to resolve the administrator-teacher salary equity issue. Failure to address this concern could result in a shortage of administrators in the near future. There needs to be, at the very minimum, a statement added to the Act 93 law that maintains that an Act 93 member cannot make less than a teacher in their district with the same years of service and level of education. Of course, we would hope that the legislature would adopt the *Fairness Formula* as offered by PAESSP as a universal formula to arrive at a fair and equitable salary. This formula at least builds in some recognition of the extra hours and duties performed by an administrator.

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- We need to utilize the Meet and Discuss process not only for completing the terms of an agreement. Meeting only when it is time to renew an agreement does not offer the ongoing dialogue and communication needed between the board and the Act 93 members. Act 93 members have the right to ask for meet and discuss sessions with the board and should request these meetings at regular intervals. An agenda should be constructed by the team and shared with the board in order to add any items for each meeting. Communication is the key to understanding and supporting each other in the district.
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## About Our Survey Participants:

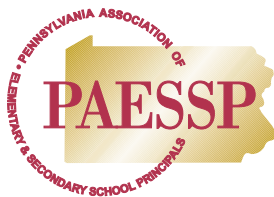
Approximately 503 members provided input on the 2013 Act 93 survey. Their demographics are as follows:

- 64.6% - Principals
- 19.7% - Assistant Principals
- 9.3% - Central Office Administrators
- 1.4% - Supervisors
- 5.0% - Other
- 45% - Have been administrators for more than 10 years
- 93% - Have been an educator for more than 10 years

## References:

Manchester, Frank S., (1986). Meet and Discuss Rights of Pennsylvania Principals and Supervisors. PAESSP Publication.

Widoff, Joshua, (1990). Act 93: Five Years of Progress. PAESSP Publication.



**122 Valley Road  
P.O. Box 39  
Summerdale, PA 17093  
(717) 732-4999 (phone)  
(717) 732-4890 (fax)  
[www.paessp.org](http://www.paessp.org)**