

PHOENIXVILLE AREA SCHOOL DISTRICT

ACT 93 PLAN

July 1, 2016 through June 30, 2021

Approved by Board of Directors

PURPOSE

The Phoenixville Board of School Directors (the "School Board") recognizes the importance of maintaining the respect of an effective team of professional administrators (Educational/Technical/Administration) in order to promote a strong foundation in fostering superior educational programs of the Phoenixville Area School District (the "School District") and to establish and improve communications, decision-making, conflict resolution, and other relationships inter-related with each other and within the School District. Therefore, the Board adopts this Administrator Compensation Plan ("the Plan") as of.

TERM OF COMPENSATION PLAN

The Plan is effective July 1, 2016 through June 30, 2021.

MEMBERSHIP

Membership shall include all those employees of the School District eligible for membership pursuant to Act 93 as listed in Exhibit "A" ("Act 93 Members").

JOB DESCRIPTION/CREATION/ELIMINATION

Current Job Descriptions are written and available in the Office of the Director of Human Resources.

If an Act 93 Administrative position is to be "created and/or eliminated" a Meet and Discuss shall be held between representatives of the Board and a team of the Phoenixville Area School District Administrators ("PASDA"), prior to the finalization of the creation and/or elimination of the position.

REOPENER LANGUAGE IN CONTRACT

If a backend referendum law is enacted, or if the combination of Commonwealth and local revenue decreases below the 2014-15 funding level, during the term of this agreement, the parties agree to reopen Article 13 of the contract, and freeze Bargaining Unit Member's salaries at the current level until a revised agreement is reached which reflects the financial impact of the new law. For the purposes of this article, local revenue excludes any millage changes enacted by the District during the term of this contract.

TIME FRAME FOR FUTURE COMPENSATION PLAN

Either the School Board or PASDA shall notify each other in writing, not later than January 31, 2021, of intent to Meet and Discuss under Act 93, Section 1164, of the Pennsylvania School Code.

SALARIES

Salary adjustments or bonus payments shall be individually calculated on a prorated basis for each Act 93 Member based on his/her date of hire in a 260-day work year. Any salary adjustments or bonus payments are granted to become effective on July 1st of each year.

The yearly salary adjustment or bonus payment shall be included in the first paycheck following June 30th. Each Act 93 Member shall be given a letter, originated by the Director of Human Resources, confirming his/her new salary adjustment or bonus payment, following School Board approval.

Act 93 Members shall be evaluated annually. Individual salary adjustments and bonus payments shall be based on the annual evaluation as determined by the Superintendent of Schools. ~~In each year of this agreement,~~ Starting March 1, 2016, the Board of Directors will set aside a pool of money for salary and bonuses that is equal to the Act 93 salary pool as of March 1 of the current school/fiscal year times the Act 1 Index for salary and bonuses in the upcoming school/fiscal year. This pool may be used for salary adjustments and bonuses, or partially used, or not used, at the discretion of the Superintendent and the Board of Directors. In addition, starting March 1, 2016 ~~in each year of this agreement,~~ the Board of Directors will set aside an additional pool of money for bonuses only that is equal to the Act 93 salary pool as of March 1 of the current school/fiscal year times 0.6%. This pool may be used for bonuses, or partially used, or not used, at the discretion of the Superintendent and the Board of Directors.

The Superintendent may utilize the Hay Method to determine the salary adjustments and bonus payments.

WORK YEAR

All Act 93 Members shall be employed on twelve(12) month contracts and shall work all days as approved by the Superintendent.

VACATION/HOLIDAYS

Section 1 - Each Act 93 Member shall receive vacation days at the rate of 2.0 days per month. Prorated vacation days for new Act 93 Members shall be calculated commencing with the first of the month following his/her first date of employment. The Superintendent of Schools shall have the sole authority to approve vacation days in advance.

Section 2 - If on June 29 of any year, an Act 93 member has more than 25 remaining vacation days, the member's vacation days will be reduced to 25 and the member will be reimbursed for the lost vacation days at ½ the Act 93 Members per diem rate on June 29 on the first pay following June 29. This payment will not count towards PSERS.

Section 3 - Holidays – The following days are designated as paid holidays for all Act 93 Members:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday

Memorial Day
Fourth of July
Labor Day
Yom Kippur (in accordance with District calendar)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day

Each Act 93 Member shall receive four (4) Floating Holidays per school year. Floating Holidays shall not accumulate from year to year. Unused Floating Holidays shall not be reimbursed.

Section 4 - The School Board reserves the right to modify or change a paid holiday due to weather emergency, snow make-up day or other unforeseen emergency.

SICK LEAVE

Each Act 93 Members' sick days shall be accrued based on one day for each month of active service (twelve sick days per year). Days not used may be accumulated without limit from year to year.

MILEAGE

Act 93 Members who use their personal vehicles in order to perform school duties/work-related activities shall be reimbursed at the IRS rate per mile, once a month.

BEREAVEMENT TIME

Act 93 Members may be absent from duty due to the death of an immediate family member without loss of pay for five (5) days and in the case of a near relative for one(1) day, said day being the day of the funeral. These days need not be consecutive but must be used within thirty(30) calendar days of the date of death and may not exceed two(2) increments.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, grandchild or near relative who resides in the same household, or any person who, at the time of their death or immediately preceding their death, lived with the Act 93 Member.

A near relative shall be defined as the first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandmother-in-law or grandfather-in-law.

The Board may extend either of the above two period at its sole discretion as the exigencies of the case may warrant.

CHILDREARING LEAVE

Unpaid childrearing leave begins at the termination of disability leave, if applicable, due to pregnancy and childbirth or from the date of custody of an adopted child. In the absence of a disability leave, the childrearing leave shall begin the day immediately following the birth of the child.

Maximum length for leave is one (1) year from the date of termination of disability leave for childbirth, the day immediately following the birth of a child, or from the date of custody of an adopted child, whichever circumstance is applicable.

Any Act 93 Member taking a leave of absence pursuant to this Article shall be entitled to his/her salary adjustment for any year, provided the Act 93 Member has worked at least one-half (1/2) of the number of days in the school work year. Seniority shall not accrue during childrearing leave.

Act 93 Members' time spent on childrearing leave shall be counted against the Members' annual entitlement to leave under the Family and Medical Leave Act of 1993, ("FMLA") P.L. 103-3, if applicable. Act 93 Members on childrearing leave for a period of time beyond the limits set forth in FMLA may continue their insurance benefits at their own expense until such entitlement is exhausted.

Past service and benefits earned prior to the beginning of childrearing leave shall be restored to the Act 93 Member upon return to duty after the leave.

The Act 93 Member shall give sixty (60) days written notice to the Superintendent before returning to his/her professional duties.

FAMILY AND MEDICAL LEAVE ACT

General Entitlement

The School District and Act 93 Members shall comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and its corresponding regulations.

SABBATICAL LEAVE

Sabbatical leave shall be granted to Act 93 Members in the School District in conformity with the School Laws of the Commonwealth of Pennsylvania and the policies and regulations established by the School District.

LEGAL DUTY PAY SUPPLEMENT

An Act 93 Member who is called upon for jury duty shall notify the Superintendent immediately upon receiving notice of the call. Notification shall occur through the use of the "Employee Absence" form. If the Act 93 Member serves jury duty on days normally scheduled to work, the School District shall provide jury duty pay supplement, making up the difference between jury duty earnings and the normal pay for the days involved. The Act 93 Member shall provide the School

District with written verification of jury duty. Payment of the differential between jury duty pay and regular pay shall be accomplished as follows: the School District shall pay Act 93 Members their full regular salary while on jury duty and Act 93 Members shall reimburse the School District for all jury duty pay amounts received, excluding reimbursable expenses.

Act 93 Members who are subpoenaed as witnesses for the School District in any court proceedings shall be entitled to their regular daily pay.

MILITARY LEAVE

Military leave shall be provided as required by law.

LEAVES OF ABSENCE

Leave of absence, with or without pay, may be granted by the Board, at its sole discretion.

LEAVE BECAUSE OF FAMILY ILLNESS

Act 93 Members may be absent from work for five (5) days within a fiscal year, singly or consecutively, with pay, to attend to a member of their immediate family. Such leave days for family illness shall be deducted from the Act 93 Member's accumulated sick leave.

FAMILY LEAVE

The School Board shall provide an unpaid leave of absence for up to one semester to any Act 93 Member who must care for an ill immediate family member. Any time included in such leave shall be counted against the Act 93 Member's annual entitlement to leave under FMLA, if applicable.

PERSONAL DAYS

Act 93 Members shall be granted a maximum of three personal days, with pay, each year. The granting of personal days is at the discretion of the Superintendent. Personal days shall not accumulate from year to year. One personal day may be utilized as two(2) half(1/2) days. Unused personal days shall either be reimbursed at the rate of one-third (1/3) the Act 93 Member's per diem rate or converted to a sick day, at the end of the academic year, per the Act 93 Member's request.

PROFESSIONAL MEETINGS AND CONFERENCES

Section 1 - The Superintendent shall provide guidelines yearly on conferences and conventions.

Section 2 - All expenses shall be itemized and receipts shall be presented when possible. If transportation is by automobile, transportation charges shall be approved at the approved IRS rate.

Section 3 - All expenses incurred by Act 93 Members shall be reasonable and appropriate and shall be subject to review by the School Board.

TAX SHELTERED ANNUITY

The School Board agrees to make payroll deductions essential to the Tax Sheltered Annuity programs of the members; however, any Act 93 Member wishing to initiate such a program shall be limited to the existing programs for which deductions are now being made.

The School District shall match an Act 93 Member's contributions to a Tax Sheltered Annuity to a maximum of four (4) percent of the Act 93 Member's salary per year.

CONFIDENTIAL PERSONNEL FILES

Section 1 - Confidential personnel files maintained by the School District shall be available only to the Act 93 Member involved, the Superintendent of Schools, Director of Human Resources, any other duly authorized public authority, and such other administrative and/or supervisory personnel duly authorized by the School Board.

Section 2 - Each Act 93 Member shall have the right to examine, copy, and duplicate any material in his/her own confidential file maintained by the School District, except material received in connection with the hiring process and/or prior to the individual's employment by the School District.

Section 3 - Each Act 93 Member shall have placed in his/her confidential personnel file any material or comments he/she wishes to have included therein pertaining to material already in the file.

Section 4 - Act 93 Members shall give the Personnel Office twenty-four (24) hour notice of their intention to act under Sections 2 and 3 above.

LIABILITY AND BONDING INSURANCE

The School District shall provide comprehensive Liability and School Board Legal Liability insurance coverage for each Act 93 Member.

TUITION REIMBURSEMENT

The Superintendent shall approve reimbursement of eligible Act 93 Members' tuition charges for graduate courses taken at fully accredited colleges and universities. Such reimbursement shall be subject to the following requirements:

Prior written approval issued at the discretion of the Superintendent, or the Superintendent's designee, shall be required for all courses, which the Act 93 Member submits for reimbursement. All courses shall be educational courses taken for a new field of certification, courses taken within a program for a higher degree in a certifiable area, or for Act 45 compliance.

Reimbursement shall be made following submission of a transcript showing evidence of successful course completion with a "B" grade or above, as well as evidence of payment for the course.

Reimbursement for graduate courses for each eligible Act 93 Member shall be reimbursed at one hundred percent (100%) of the tuition cost, not to exceed eighteen (18) credits (six (6) credits maximum per session) in any fiscal year.

No reimbursement shall be made to an eligible Act 93 Member completing courses, which have been covered by a scholarship or grant of any type. In cases where a partial scholarship or grant covers only a portion of tuition costs, the Board shall reimburse the difference, subject to the provisions in the above paragraphs.

When an eligible Act 93 Member leaves the School District, he/she must pay back tuition reimbursement under the following schedule: Course(s) taken within one (1) year of separation, one hundred percent (100%) reimbursement by Act 93 Member; Course(s) taken within two (2) years of separation, fifty percent (50%) reimbursement by Act 93 Member; Course(s) taken within three (3) years of separation, twenty-five percent (25%) reimbursement by Act 93 Member; Course(s) taken more than four (4) years prior to separation, no reimbursement requirement for Act 93 Member. The Board shall reserve the right to determine the tuition reimbursement schedule for any Act 93 Member separating from PASD.

PROFESSIONAL REIMBURSEMENT

Each member shall have provided by the School District the cost of three (3) memberships in State and National principals' organizations, or similar professional organizations with the approval of the superintendent or designee. Such payment shall be made directly to the organization.

PAY PERIODS

The fiscal year begins July 1st. Yearly salary shall be divided equally among the pay periods as determined by the School District.

PROTECTION OF ADMINISTRATORS

An Act 93 Member who is unable to perform duties because of injury sustained as a result of assault incurred in the normal course of duties shall receive a paid leave of absence for the duration for the time period during which the administrator cannot perform his/her regular duties or substitute duties as assigned by the Superintendent, unless the member is found guilty of provocation by a court of law or by the School Board after a due process hearing is conducted by the School Board.

The amount paid to the Act 93 Member shall be the normal salary less the amount of the insurance benefits including workers compensation and/or disability income protection payments, which the Act 93 Member shall be eligible to receive. In addition, the Act 93 Member shall be reimbursed for cost of medical, surgical or hospital services resulting from injury of assault not covered by insurance of either the member or the third party. The School Board and any or all designees thereof, in coming to the proper determination for duration may request whatever medical records they deem necessary, which the member hereby agrees to supply.

The duration of the leave of absence shall be initially determined by the School Board and any or all designees thereof.

RETIREMENT BENEFITS

For Act 93 Members employed prior to July 1, 2013 with the School District, who retire under the superannuated provisions of the Public School Employee's Retirement System and begin to collect benefits, the School District shall make a non-elective employer contribution to the Act 93 Member's 403(b) retirement program in the amount equal to:

- One hundred forty(\$140.00) dollars for each day of unused sick leave, earned while employed as an Act 93 Member with the School District.

For Act 93 Members employed after June 30, 2013 with the School District who retire under the superannuated provisions of the Public School Employee's Retirement System and begin to collect benefits, the School District shall make a non-elective employer contribution to the Act 93 Member's 403 (b) retirement program in the amount equal to

- One hundred forty(\$140.00) dollars for each day of unused sick leave, to a maximum of 100 days, earned while employed as an Act 93 Member with the School District

Act 93 Members in active service with the School District shall continue to utilize both sick days accumulated while employed in the School District as well as unused sick days transferred and formally accepted from other districts and intermediate units at the time of hire, as documented in the Act 93 Member's personnel file.

When an Act 93 Member uses sick leave while actively employed; School District Act 93 Members earned sick days shall be depleted first.

Act 93 Members who receive the said Retirement Benefits shall meet the existing superannuated criteria established by the Pennsylvania School Employees Retirement System for eligibility for full retirement (i.e., retirement without penalty), including any possible future "30-and-Out Early Retirement Window" provisions that qualify as superannuation which are adopted by the Pennsylvania Legislature and signed into law by the Governor.

In order to qualify for Retirement Benefits, Act 93 Members shall need to verify their retirement status with the Business Manager by providing documentation that they have begun to collect monthly superannuated benefits through the Pennsylvania School Employees' Retirement System.

HEALTH CARE BENEFITS

Health care benefits (medical, dental, prescription and vision) and life insurance coverage shall be administered and provided to members under terms of this Plan Act 93 Members opting out of any or all coverage options shall be reimbursed at the following rate four thousand (\$4,000) dollars each full year of opt-out unless an Act 93 Member experiences a COBRA-type qualifying event (ex., death of spouse, termination of spouse’s employment, etc.) which necessitates a change in coverage.

LIFE INSURANCE

The School District shall provide each Act 93 Member with a term life insurance policy equal to twice the Act 93 Member’s salary.

The School District shall provide Accidental Death and Dismemberment Insurance as follows:

- Loss of life - Principal amount
- Loss of hand, foot, or sight of eye - One-half principal amount
- More than one of the above losses - Principal amount
- Loss of life while fare paying passenger in a common carrier - Two times principal amount

Members shall have the option to buy additional coverage for spouse or children.

The Benefits Summary Handbook shall provide Life Insurance information for Act 93 Members.

HEALTH INSURANCE

The District shall provide hospitalization and major medical, dental, prescription and vision insurance benefits to all Act 93 Members and their eligible dependents.

The base medical plan shall be the Qualified High Deductible Health Plan (QHDHP) HD-1 HC-1 with Integrated Drug plan for hospitalization, major medical insurance and prescription coverage. The QHDHP HD-1 HC-1 shall have an annual deductible consisting of \$1,500 for individual coverage and \$3,000 for family coverage in network; and \$5,000 for individual coverage, and \$10,000 for family coverage out of network. Said annual deductibles shall be adjusted as needed to ensure they satisfy the minimum requirements under federal law to continue to qualify as a QHDHP HD-1 HC-1 at the individual and family coverage levels. Each participating Act 93 Member shall contribute ten percent (10%) of the total cost for all health insurance premiums through payroll deduction. The Base Plans shall include QHDHP HD-1 HC-1 with integrated drug, a Group Dental Plan and Vision Benefits, as set forth below.

To offset the cost of the annual deductibles of the QHDHP HD-1 HC-1, the District agrees to open and assist in funding a Health Savings Account (“HSA”) for each eligible employee or family group electing coverage under the QHDHP HD-1 HC-1. The contributions that the District will make to this HSA shall be \$1,000 for an individual and \$2,000 for a family for the 2016-17 school year. \$750 for an individual and \$1500 for a family for the 2017-18 school year, \$500 for

an individual and \$1000 for a family for the 2018-19 school year and \$250 for an individual and \$500 for a family for the 2019-20 school year.

Contributions to the HSA will be made prior to July 1 of each year. These contributions will be prorated based on number of months served, and will equally be prorated when life events are reported that change employees' coverage between individual and family.

In the event of an active Employee's death, his/her eligible dependents, as set forth herein, shall continue to be covered by their present coverage for the remainder of the month of the Employee's death.

If the District increases the annual deductible amounts for the QHDHP HD-1 HC-1 as specified above, the District shall increase the amount of its employer HSA contribution by an amount equal to the increase in the annual deductible for the elected level of coverage. Individuals can voluntarily contribute up to a maximum tax deferred amount allowable under the law into their individual HSA account.

If the District is required to pay the 'Excise Tax' under the Patient Protection Affordable Care Act for medical benefits provided to employees under this section, the District and Act 93 Leadership shall immediately commence discussions to make medical benefit plan changes to eliminate the District's exposure to said tax. At the conclusion of the meet and discuss, a medical plan that does not trigger the tax will be selected by the District and the District will inform the Act 93 group of the selected plan.

The coverage shall be discontinued the last day of the month in which the Act 93 Member's employment is terminated.

Act 93 Members on sabbatical leave, approved sick leave, bereavement leave, personal leave, or on leave for serving on jury duty shall continue all insurance consistent with the terms detailed in this provision.

The Benefits Summary Handbook shall provide Health Insurance information for Act 93 Members.

FLEXIBLE SPENDING ACCOUNT

The School District shall maintain a Section 125 Flexible Spending Account which permits Act 93 Members to make before tax contributions for qualified dependent care.

DISCRETIONARY EXPENSE FUND

Section 1 - The School Board shall make available each year a discretionary expense fund of one thousand (\$1000) dollars per Act 93 Member. Monies not expended by June 30th of each fiscal year shall revert to the School District. These funds shall be used for:

- A. Out of Pocket Medical, Dental, Vision, and Prescription Expenses
- B. Life Insurance

- C. Disability Insurance
- D. Health Maintenance Programs

Section 2 – All Act 93 Members shall be eligible to participate to the extent allowable under the Internal Revenue Code. The Act 93 Member shall be responsible for any taxable portion of the benefit.

DENTAL CARE PROGRAM

Each Act 93 Member and their dependents shall be covered by a Dental Care Program. Act 93 Members have the option to buy up on an annual basis.

The Benefits Summary Handbook shall provide Dental Care Program specifics for Act 93 Members.

VISION PROGRAM

Each Act 93 Member and their dependents shall be covered by a Vision Program.

The Benefits Summary Handbook shall provide Vision Program specifics for Act 93 Members.

DISABILITY INCOME PROTECTION PLAN

The School District shall provide both short and long-term disability insurance plans for Act 93 Members. Sick leave shall be used, if available, during the period prior to any disability insurance plan taking effect. For additional short-term and long-term disability insurance information refer to the School District's Benefits Summary Handbook, or contact the Human Resources Department.

MEET AND DISCUSS

The members of Act 93 or the School Board may request a Meet and Discuss meeting at any time during the term of this agreement.

SEPARABILITY CLAUSE

In the event that any of the provisions of this Plan are declared invalid by a court of competent jurisdiction, the remaining provisions of this Plan shall continue in full force and effect.

ADMINISTRATIVE PERFORMANCE EVALUATION PLAN

INTRODUCTION

It is the intention of the School Board to compensate administrators at a level that will attract and retain people with superior administrative and supervisory abilities. Therefore, it is essential that the Plan be directly related to evaluation, annual review and update, and useful in promoting professional development. The program of evaluation shall be the responsibility of the Superintendent. The School Board reserves the right to set the level of compensation for all administrators. The School Board desires, through the evaluation process and recommendation of the Superintendent, to bring high performing administrators up to the 75th percentile (Hay Method) in Chester County, Pennsylvania.

PURPOSE

The purpose of the evaluation process is to provide opportunities for the Superintendent and the Act 93 Member to discuss and insure a clear understanding of normal job duties and responsibilities, and to assess the Act 93 Member's goals. The evaluation process provides for more meetings at the request of either the Superintendent or Act 93 Member.

PROCEDURES FOR THE PERFORMANCE EVALUATION OF ADMINISTRATORS

Evaluation – Act 93 Members will be evaluated using the state required evaluation system. In addition, an annual District developed evaluation and a mid-year review shall be given by the immediate supervisor to whom an Act 93 Member reports (per organizational chart). The evaluation of Act 93 Members shall be based upon the performance of regular job duties and responsibilities and the achievement of annual goals. The evaluation shall be presented to the Act 93 Member by May 31 of each year.

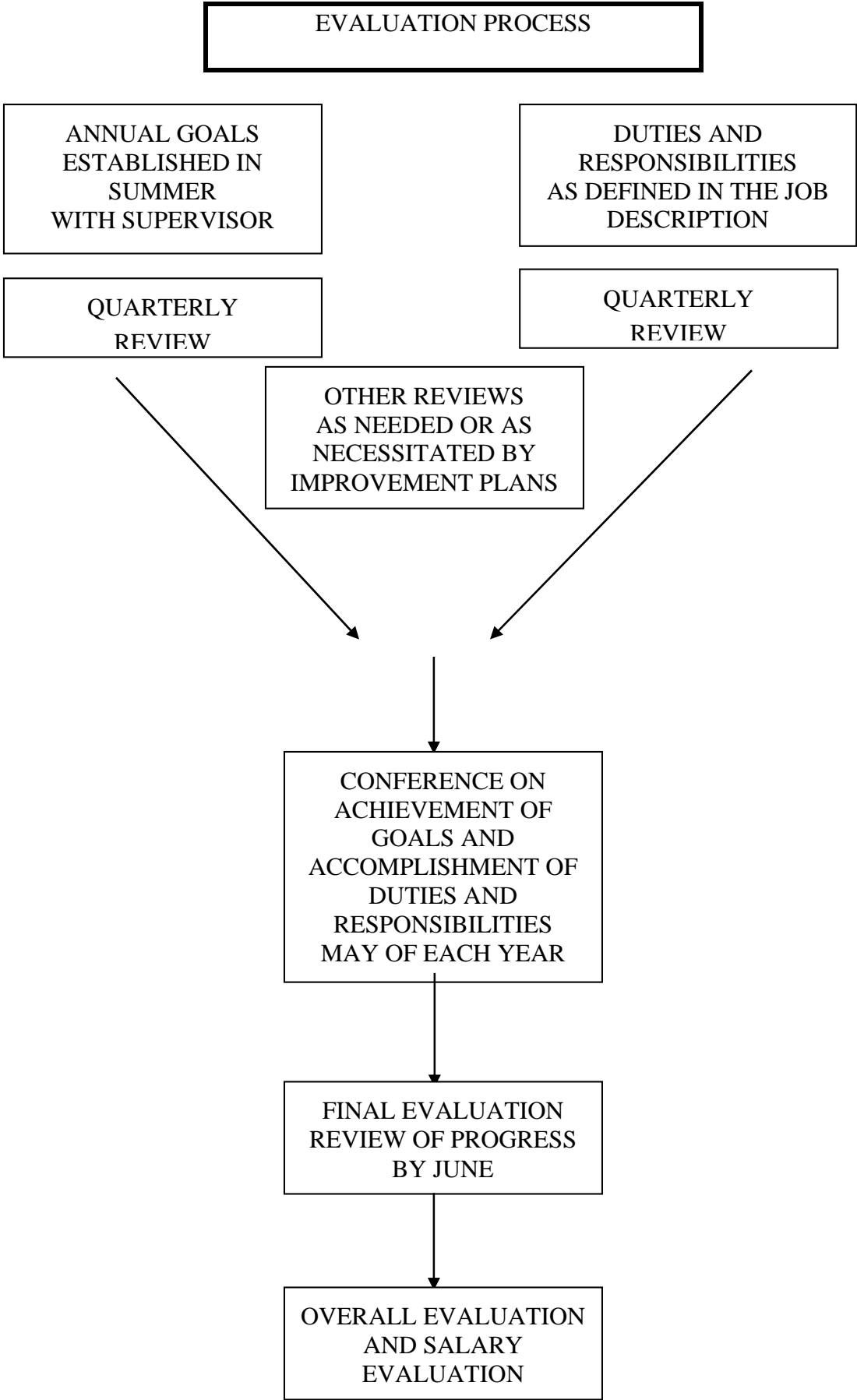


EXHIBIT "A"

POSITION TITLES FOR JOB DESCRIPTIONS

Assistant High School Principal

Assistant Middle School Principal

Athletic Director

Director of Operations

Director of Specialized Programs and Services

Director of Technology

Elementary Assistant Principal

Elementary School Principal

High School Principal

Kindergarten Center Principal

Middle School Principal

Program Manager

Supervisor of Special Education

Supervisor of Curriculum

Director of Curriculum

Community Relations Coordinator