# SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street Center Valley, Pennsylvania 18034

# **ADMINISTRATIVE**

**COMPENSATION PLAN** 

2017-2020

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#### I. DURATION OF PLAN

This Compensation Plan shall become effective on July 1, 2017 and shall remain in full force and effect through June 30, 2020.

#### II. COVERED CLASSIFICATIONS

For purposes of this Compensation Plan, it is understood that the positions included shall be those specifically addressed by Section 1164 of the Public School Code and any additional positions that the Board may, from time to time, deem appropriate. Board decisions regarding the applicability of this program and position evaluations may be subjects of "meet and discuss" sessions with representatives of the administrative employees at their request. Full time positions covered by this program include the following:

- Director of Instructional Technology
- High School Principal
- Middle School Principal
- Intermediate School Principal
- Elementary School Principal
- High School Assistant Principal
- Middle School Assistant Principal
- Intermediate School Assistant Principal
- Director of Support Services
- Support Services Coordinator
- Director of Special Education and Student Services
- Director of Curriculum & Instruction, K-12
- Athletic Director

## III. (Reserved)

#### IV. COMPLAINT PROCEDURE

Recognizing that reconciliation of complaints is in the best interests of the students, parents and the general public served by the School District and administrators, all complaints which may arise out of the interpretation of the provisions of this Compensation Plan and the conditions of work specified herein shall be resolved as expeditiously as possible in accordance with the following procedure.

- <u>Step 1.</u> Any administrator initiating a complaint shall verbally present the complaint to the Superintendent or his/her designee within ten (10) school business days of the alleged problem or occurrence. The Superintendent or his/her designee shall reply to the administrator within ten (10) school business days after receipt of the complaint.
- <u>Step 2.</u> If the complaint is not resolved by Step 1 to the satisfaction of the administrator, the administrator initiating a complaint shall present the complaint in writing to the Superintendent or his/her designee within ten (10) school business days of the Superintendent's initial reply. The complainant may request a meeting with the Superintendent concerning the complaint; such a meeting may be held at the discretion of the Superintendent. The Superintendent or his/her designee shall reply in writing to the administrator within ten (10) school business days after receipt of the written complaint.
- <u>Step 3.</u> If the complaint is not resolved by Step 2 to the satisfaction of the administrator, the complaint may be referred to the Board of Education at its first regular meeting occurring ten (10) school business days or more following the Superintendent's written reply by written request of the complainant. The Board of Education shall provide a written reply to the administrator within ten (10) school business days following the meeting at which the complaint has been referred.

Extensions to the time periods above may be mutually agreed upon.

# V. (Reserved)

#### VI. SALARIES

Salaries of administrators covered by this Compensation Plan shall be subject to annual increases/adjustments during the fiscal years of this Plan, using the guidelines established below and based upon an amount of money determined by the Board, in its sole discretion ("Salary Increase/Adjustment Fund"), to be made available for the purpose of funding salary increases/adjustments in such fiscal years. New Hires shall be compensated at salaries to be determined by the Board at the time of hire and shall thereafter be subject to annual increases/adjustments during subsequent years as provided below. In addition to the annual increase/ adjustment, Special Adjustments to salary under exceptional circumstances may be recommended by the Superintendent and approved by the Board. Such adjustments shall be specially funded exclusive of the Salary Increase/ Adjustment Fund.

#### **Guidelines for Administrative Compensation**

In setting the Salary Increase/Adjustment Fund annually, the Board of Education may consider the following information in order to determine funding within budgetary constraints: economic conditions, local and regional compensation, CPI, and local and regional labor market.

#### **Average Salaries**

A survey of salaries for comparable administrative positions shall be conducted periodically to determine the "Average Salary" for positions covered by this Compensation Plan. An Average Salary is defined as the average of comparable administrative positions within Lehigh County as annually determined by the Board of School Directors effective January 1 of the school year.

It may be determined that sufficient comparable data does not exist for a position comparison. In the absence of sufficient data to formulate an Average Salary for a particular position, the Board will assign an Average Salary on a case-by-case basis.

#### Salary Increases/Adjustments

Using the Salary Increase Adjustment Fund, as determined by the Board, the Superintendent shall allocate the available amount for salary increases/ adjustments among all applicable positions.

An administrator who receives an Unsatisfactory Rating shall receive no increase in salary.

In no case shall the annual percentage increase to be paid to an employee whose title is listed under Section II of this Plan exceed 5%, excepting situations in which the Board has approved a special adjustment in salary.

lin In the case of any administrator whose salary, with salary increase/adjustment as determined above, shall exceed 110% of the Average Salary for such position as determined by the Board, the portion of said salary increase/adjustment exceeding 110% of the Average Salary for such position shall be paid to the administrator as an additional stipend and shall not be added to said administrator's salary base for purposes of salary increase/adjustment in subsequent years.

The total amount of annual salary increases/adjustments for all administrators subject to this Compensation Plan, as calculated by the Superintendent using the guidelines set forth above, shall not exceed the amount of the Salary Increase/ Adjustment Fund as determined by the Board for the fiscal year. It is also understood that the Superintendent is not required to allocate the entire amount of the Fund for salary increases/adjustments.

#### **New Hires and Annual Increases**

Administrators who are new hires to the District shall be subject to the terms of this Agreement and shall receive one-twelfth  $\binom{1}{12}$  of a Salary Increase/ Adjustment, as determined above, for each full calendar month worked between start date and the date of the first Salary Increase/Adjustment on July 1 following date of hire. If a new hire has not been evaluated for performance, such new hire shall be assigned an increase percentage meant to represent the average of all Act 93 administrators for that year.

#### **Payroll Work Week**

The payroll work week shall start at 12:00 am Sunday and continue until 11:59 pm Saturday.

#### VII. PAID TIME OFF

#### (a) Holidays

Full-time Administrators shall be provided with all school holidays set forth on the official school calendar. Administrators are expected to attend work on days before and after holidays unless excused by the Superintendent.

#### (b) Vacation

All full-time administrators with at least one calendar year's service will receive twenty (20) vacation days annually on July 1.

Newly hired full-time administrators shall immediately receive ten (10) days of vacation to be used from their date of hire to their first anniversary. Upon that first anniversary, they will be awarded vacation that will be proportionally equivalent to twenty (20) days of vacation per year to be used for the period from their first anniversary date until the next July 1. On the following July 1, the employee will be awarded *twenty* (20) days.

Existing District employees entering positions covered by this Compensation Plan shall not have their previous level of vacation reduced, nor will their annual vacation be compounded.

Administrators are encouraged and expected to fully utilize vacation leave. However, circumstances may arise from time to time that prevent an administrator from taking vacation leave in a timely fashion. Twelve-month administrative employees shall have the option of carrying unused vacation days into the following school years.

Except with the prior recommendation of the Superintendent and approval by the Board, the maximum number of vacation days to be used by any administrative employee in any year (including any granted but unused vacation days from prior years) shall not exceed thirty (30) days, of which not more than twenty (20) days shall be used during ay six (6) month period.

The above thirty (30) days per year and/or twenty (20) days per six (6) months limitations shall include vacation time paid out at termination of employment other than retirement.

Administrators shall secure approval from the appropriate Supervisor to schedule vacation days.

At the time of retirement from the District, an administrative employee shall be entitled to receive compensation for all unused vacation days up to but not exceeding fifty (50) days. The total of all vacation days payable to any administrator in the year of effectivement shall not exceed fifty (50). This includes payout at time of retirement.

Upon retirement, a qualifying employee shall be entitled to extend the actual date of retirement by the sum of these days or to receive lump sum payment for all granted or accumulated unused vacation days, not to exceed fifty (50) days paid in the last year of employment.

Upon the request of the administrator and upon approval of the Superintendent or his/her designee, an administrator's unused vacation days in a given year may be converted to sick days at the rate of two vacation days to one sick day.

#### (c) Personal Days

Full-time Administrators shall receive four paid personal days per fiscal year. They may use up to *five* (5) personal days in each fiscal year. These days shall be pro-rated for those commencing employment during the school year. Unused personal days shall accumulate from year to year. Approval for personal days shall be secured from the Superintendent or appropriate supervisor.

### (d) Emergency days

Administrators, during the course of the school year, shall be eligible for two (2) emergency days of leave without loss of salary. For the purpose of this clause, the day will begin at 8:00 p.m. preceding the work day for which the emergency day is being used. An emergency day is a day upon which some unforeseen happening occurs which calls for immediate action such as, but not limited to, (1) immediately family\* illness requiring hospitalization or doctor's

care, (2) accidents occurring either personally or within the immediate family\*, (3) fire, (4) flood or any other unforeseen happening which can be construed as an emergency. As emergencies cannot be predicted prior to their occurrence, it shall be the responsibility of the Administrator involved to forward the written documentation for the emergency day's leave to the District Superintendent stating, therein, the reason within five (5) school days.

\* Family: father, mother, husband, wife, son, daughter, near relative who resides in the same household or any person with whom the Administrator has made his/her home.

#### (e) Sick Leave

Sick leave shall be granted on July 1 of each year such that a 10-month administrative employee would receive ten (10) days and a 12-month administrative employee would receive twelve (12) days per year. Annually, all of the days of sick leave awarded in a school year may be used for family sick days. For this purpose, family members shall be limited to: father, mother, husband, wife, son, daughter, or other person who resides in the same household as the employee. Once these days are carried over into a new school year, they may only be used for employee sick days.

Any new Act 93 employee beginning employment shall be granted sick leave accumulated with another accredited institution to a maximum of sixty (60) working days upon written confirmation from the previous district.

Should any administrator's status change to a leave during which they receive worker's compensation benefits, at no time will the daily paid sum of sick leave, when combined with daily worker's compensation paid to any administrator, exceed one hundred percent (100%) of regular daily salary at time of injury.

#### (f) Bereavement / Funeral Leave

Whenever a full-time Administrator shall be absent from duty to arrange, to attend and/or to travel to funeral or memorial services for a member of the immediate family of said Administrator, there shall be no deduction in the salary of said Administrator for an absence or absences not in excess of five (5) school days within a period of ten (10) days of the death. This inclusionary period may be extended with the approval of the Superintendent. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, grandparent or near relative who resides in the same household, or a person with whom the Administrator was living at the time of death or any step-relative corresponding to those immediate family members named above. "Step-relative" shall be defined as one of the above-listed family

members genetically related to an Administrator's spouse from a previous relationship, or an adopted person of an Administrator's spouse from a previous relationship.

Whenever a full-time Administrator shall be absent from duty because of death of a near relative of said Administrator, there shall be no deduction in the salary of said Administrator for an absence not to exceed two (2) school days to arrange, to attend and/or to travel to funeral or memorial services. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law.

# VIII. UNPAID TIME OFF - (LEAVES OF ABSENCE)

Administrators shall be provided with all unpaid leave benefits as specified by Board policy.

#### IX. INSURANCE BENEFITS

All benefits under any category of insurance in this section will be paid according to the terms of the insurance contract in force at the time of the claim.

#### (a) Life Insurance

Group term life and accidental death and dismemberment insurance coverage shall be maintained at a level of two (2) times base salary for all full-time active Administrators, but not below One Hundred Thousand Dollars (\$100,000) or above Three Hundred Thousand Dollars (\$300,000).

If an Administrator is over age seventy (70) on the effective date of his/her insurance, the amount of Life Insurance and the Accident Death and Dismemberment Insurance for such employee shall be fifty percent (50%) of the amount for which he/she would otherwise be eligible in accordance with this schedule.

The amount of Life Insurance and the Accidental Death and Dismemberment Insurance for any employee shall be reduced by fifty percent (50%) upon the attainment of his/her 70<sup>th</sup> birthday.

#### (b) Health Insurance

Full-time Administrators shall be provided with a choice of three current Lehigh County Schools Consortium PPO Plans (PPO 4, PPO 6 and PPO 7), or their equivalents, with respect to each full-time Administrator including eligible

dependents as defined in the said Plans and who, as a person other than the head of the household, is not fully covered under another plan with similar or better benefits and the cost of which is paid by another employer.

The District may, at its discretion, offer additional plans to be available, if offered, on a voluntary basis. Administrators, eligible for such District group coverage, shall have a seminar/workshop presented by the provider(s) of these alternate programs prior to a designated open enrollment period. The Administrator may voluntarily change from the indemnity medical insurance during this open enrollment period and must remain in this alternate program until the next enrollment period. The Administrator may, after that one-year period, and during subsequent enrollment periods, return to the group indemnity medical insurance without pre-existing condition(s). The exception to this, for any of the programs, would be if the Administrator experiences any family status change (a "qualifying event") during the plan year. This Administrator may re-enroll, after providing proof of the family status change(s), (i.e., marriage, divorce, death of a dependent, birth or adoption, etc.) into the other medical insurance program.

#### (c) Dental Insurance

Full-time Administrators, including eligible dependents, shall be provided with Dental Plus dental coverage, or its equivalent, during the appropriate enrollment periods. There shall be no new enrollment in the Dental Plus plan. Dental Plus will be extended to include any dependents as prescribed by federal law. Any premium costs of Dental Plus, or its equivalent, in excess of the premium for the traditional Dental program shall be borne by the individual Administrator.

#### (d) Disability Insurance

Full-time Administrators who become disabled due to illness and/or injury during the term of this plan shall, beginning with the thirty-first (31<sup>st</sup>) day of disability as defined in the insurance plan selected by the Employer or the cessation of accumulated sick leave, whichever occurs later, receive the sum of sixty percent (60.0%) of their monthly salary up to a maximum of Five Thousand Dollars (\$5,000) per month while totally disabled, with benefits payable per Plan provisions.

#### (e) Vision Care Program

Full-time Administrators including those hired into an administrative position from another District position shall be provided with a vision care program which provides coverage for Administrators only. An Administrator may be reimbursed up to Seven Hundred Fifty Dollars (\$750) over the three-year term of this Compensation Plan for the costs of an examination by a licensed vision care practitioner and the purchase of eyeglass lenses and frames. Reimbursement shall be made subsequent to the submission to the Business Office of a receipt for the examination and/or lenses or frames that is less than one (1) year old. Once an Administrator has been reimbursed a total of Seven Hundred Fifty Dollars (\$750) or the costs of exams, glasses, and/or frames, the Administrator shall not be entitled to any additional reimbursement for such purchases for the balance of this three-year Compensation Plan. In order to be reimbursed for vision care, all receipts must be turned in to the Business Office while actively employed by the District, no later than one (1) year from the date of vision care.

#### (f) Prescription Plan

Full-time Administrators shall be provided with a three-tier (10/30/55) prescription drug insurance coverage as provided by the Lehigh County Consortium Prescription program, or its equivalent, for each Administrator and his/her family, including any dependents as prescribed by federal law subject to a co-pay up to:

\$55.00 per prescription for brand name prescriptions,

\$10.00 per prescription for generic prescriptions,

\$30.00 per prescription for formulary brand name prescriptions.

The District shall offer to Administrators the Lehigh County Consortium Mail Order Drug Program or its equivalent at a co-pay up to:

\$100.00 per prescription for brand name prescriptions,

\$20.00 per prescription for generic prescriptions,

\$50.00 per prescription for formulary brand name prescriptions.

Administrators will be required to utilize the Lehigh County Consortium Mail Order Drug Program for maintenance-type drugs for ongoing or chronic conditions following the Administrator's purchase of his/her first refill of the prescription.

# (g) Employee Contribution to Benefit Premiums

Administrators participating in the District-sponsored medical plans shall be required to contribute the amounts below per month. Election of any change in dependent coverage shall be made in writing during the open enrollment period-or within thirty (30) days of any qualifying event. Payments shall be made through payroll deduction. The amounts specified below shall be valid for the life of this Compensation Plan.

PPO 4 Monthly			
Premium Share	2017-2018	2018-2019	2019-2020
Single	\$25	\$35	\$45
Parent & Child	\$60	\$80	\$95
Parent & Children	\$70	\$95	\$115
Couple	\$75	\$110	\$125
Family	\$85	\$110	\$130

PPO 6 Monthly			
Premium Share	2017-2018	2018-2019	2019-2020
Single	\$10	\$10	\$15
Parent & Child	\$15	\$20	\$30
Parent & Children	\$20	\$30	\$40
Couple	\$25	\$35	\$45
Family	\$30	\$40	\$50

PPO 7 Monthly			
Premium Share	2017-2018	2018-2019	2019-2020
Single	\$0	\$0	\$0
Parent & Child	\$0	\$5	\$5
Parent & Children	\$0	\$5	\$10
Couple	\$0	\$5	\$10
Family	\$0	\$5	\$10

#### X. SEVERANCE BENEFITS

#### **Payment for Unused Sick Days**

Upon retirement, full-time Administrators shall receive severance pay in the amount of **Forty-Three Dollars (**\$43.00**)** per day for all unused sick leave. These payments shall be subject to the following conditions:

- 1. The employee will have completed ten (10) years of full-time service within the District.
- 2. The employee shall have applied for and have been accepted by the Public School Employees' Retirement Board for payment of retirement benefits.

Payment shall be made as an employer contribution into a 403(b) tax-sheltered annuity account, in accordance with IRC 403(b)(3). This account shall be established by the eligible Employee from the list of plans available from the District, prior to the District contribution. Failure to establish an account will result in forfeiture of the benefit. All Employees who have accumulated less than One Thousand Dollars (\$1,000.00) will receive cash compensation, and all others will receive the benefit in the form of a non-elective employer contribution to the employee's (403(b) account.

#### **Health Insurance**

The District shall pay, less a monthly retiree premium contribution equal to the amounts set forth in Article IX.(g) for PPO 7, for coverage of medical, prescription and dental benefits (health insurance) under the District's lowest cost current plan for a qualified retiring full-time Administrator until the Administrator has reached age 65.\*\* A qualified Administrator can purchase, at his or her own expense, coverage under any of the District's group plans. Qualified means that the Administrator is a minimum of fifty-five (55) years old or has thirty (30) years of credited service in the Public School Employees Retirement System and has been employed by the Southern Lehigh School District for a minimum of fifteen (15) years, and no sabbatical has been taken (with the exception of a sabbatical for purposes of health restoration) during the last seven (7) years of employment with the School District. An eligible retiree can purchase dependent health insurance at no cost to the District through the District's ongoing group plans with approval of the carrier.

The District retains the right to modify the health insurance to be provided at any time during the period a retiree is being provided health insurance. Should a retiree who is receiving health insurance become eligible for insurance as a result of employment anywhere else, he/she must notify the District immediately and the District-provided health insurance will be terminated.

\*\* Upon reaching age sixty-five (65), the retired Administrator will have the option, at his or her own expense, to purchase and maintain medical, prescription, and dental coverage for himself/herself and his/her dependents through the District's ongoing current group plans.

#### **Continuation of Insurance**

The present group term life insurance plan (or equivalent plan) at the level of Five Thousand Dollars (\$5,000) of coverage for the retired Administrator at District expense will be provided with the approval of the insurance carrier.

# XI. (Reserved)

#### XII. MISCELLANEOUS

#### (a) Travel Reimbursement

When an Administrator is obliged to provide, at his/her own expense, automobile transportation pursuant to assigned duties or to attend work-related conventions, conferences, etc., mileage expenses shall be reimbursed to the employee at the rate established by the IRS at the time of travel.

#### (b) Tax Sheltered Annuities

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for tax-sheltered annuities.

#### (c) Savings Bond Deductions

The employer agrees to make payroll deductions for employees who desire and properly authorize such deductions for the purchase of United States Savings Bonds.

#### (d) Reserved

#### (e) Professional Associations

Contribution shall be made to an Administrator's professional association dues not to exceed a total of Seven Hundred Dollars (\$700) per year.

#### (f) Tuition Reimbursement

#### **Eligibility**

Coursework must be judged by the Superintendent, or his/her designee, and the School Board to be applicable to the full-time Administrator's current job responsibilities, taken through a PDE-approved institution and be pre-approved by the Superintendent, or his/her designee, and the Board to be eligible for reimbursement. Tuition reimbursement for PDE-accredited graduate study at all levels is also subject to the same conditions, as well as Superintendent and Board pre-approval.

Reimbursement shall be made following the submission of proof of completion of all coursework with a grade of "B" or better, and proof of tuition payment.

#### **Tuition Refund Dollars and Penalties**

Any Administrator who has received benefits under this section and who voluntarily leaves the District's employment without one (1) year's active service following the end of the course or courses shall be liable to repay all tuition benefits received for that course or courses taken in the preceding twelve (12) months. The Superintendent may consider the suspension of this section in cases involving extenuating circumstances. The Superintendent's decision is final and binding upon all parties and is not precedent-setting.

#### **Tuition Rate per Credit**

Approved tuition reimbursement for full-time Administrators shall be provided up to the rate of Six Hundred Dollars (\$600) per credit, or cost per credit, whichever is the lesser, for a maximum of twelve (12) credits per school year. If the Board requests an Administrator to take a course or courses, the Board shall reimburse the employee for the full cost of the tuition.

#### (g) 403(b) Plan Contributions

The District will provide matching employer contributions to each full-time Administrator's 403(b) account, at a rate of fifty cents (50¢) of employer contribution per dollar of employee contribution, not to exceed a maximum employer contribution of two percent (2%) of the Administrator's base salary.

#### XIII. ADDENDUM

Notwithstanding the intentions of the District and the Act 93 Administrator's group to meet and discuss compensation arrangements for the three-year period beginning July 1, 2017, it must be openly stated, should budgetary concerns arise due to the effects of any state law or its provisions, that one or more of the preceding Sections may be reopened and action taken in an effort to comply with this law.