

## SOUTHERN LEHIGH SCHOOL DISTRICT

5775 Main Street Center Valley, Pennsylvania 18034

# **ADMINISTRATIVE**

**COMPENSATION PLAN** 

<del>2010 - 2014</del><u>2014-2017</u>

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#### I. DURATION OF PLAN

This Compensation Plan shall become effective on July 1, 2010-2014 and shall remain in full force and effect through June 30, 20142017.

#### II. COVERED CLASSIFICATIONS

For the 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 Elementary Education and Instructional Technology
- Senior High School Principal
- Middle School Principal
- Intermediate School Principal
- Elementary School Principal
- Senior High School Assistant Principal
- Middle School Assistant Principal
- Intermediate School Assistant Principal
- Director of, Support Services
- Assistant Director Support Services Coordinator
- Payroll, Benefits and HRIS Supervisor
- Fiscal Manager
- Accountant
- Food Service Manager
- Director of Special Education
- Technology Coordinator / Director
- Director of Athletics and Facilities Usage
- Director of Secondary Educations
- Logistics Specialist
- Assistant to the Superintendent

#### 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

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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 for the fiscal year beginning July 1, 20102014, and ending June 30, 20112015, shall be as set forth on the Salary Schedule attached hereto and made a part of this Compensation Plan. Salaries shall be subject to annual increases/adjustments during the fiscal years 2011-20122015-2016, and 2016-2017, 2012-2013 and 2013-2014, 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 beginning 1/1/11 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.

Beginning in 2011, 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.

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

Administrators who are new hires to the District after July 1, 2010, shall be subject to the terms of this Agreement and shall receive one-twelfth (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 fringe benefits that are granted to other professional employees within the district, including all school holidays. 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 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 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 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 not more than ten (10)

unused vacation days into the following school years., which must be utilized in the first quarter of the following year (on or before October 1).

The maximum number of granted but unused vacation days for any administrative employee shall be limited to not more than thirty (30) days at any given time.

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 any six (6) month period.

The above 30 day per year and/or 20 days per six 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.

<u>Deferral of Use of Vacation Days During Last Year Prior to Retirement by Long-Standing Administrative Employees</u>

At the time of retirement or termination of employment from the District, an administrative employee shall be entitled to receive compensation for all granted but—unused vacation days up to but not exceeding twenty (20)fifty (50) days; accrued but unused vacation days during the final year of employment (which may be up to twenty days); and may petition the Superintendent and School Board to retain up to ten (10) carryover days from the fiscal year previous to the retirement year for purposes of retirement or termination (Normally, these days would have to be used by Oct.1). The total of all vacation days payable to any administrator at timein the year of of retirement or termination—shall not exceed fifty (50). This includes payout at time of retirement.

Any full-time administrative employee of the District may elect to defer the use of his/her carryover vacation days during the fiscal year preceding that of retirement under the Pennsylvania School Employees Retirement System. (Normally, any carryover days would have to be used by October 1 of the next fiscal year.) This provision may be utilized only by administrators who have been continuously employed by the District for a period of eight (8) years at the beginning of their last year of employment. A qualifying administrative employee shall file a written election to defer the use of up to ten (10) carryover vacation days with the District Business Office not later than September 1 of the fiscal year 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 <u>paid</u> in the last year of employment.

If, after filing a petition to retain carryover days, the employee does not retire at the end of the year in which the request was made, the carryover days will be forfeited irrevocably.

Upon the request of the administrator and upon approval of the Superintendent, 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 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

Full-time Administrators shall be provided with emergency day benefits that are granted to other professional employees within the district, and be subject to the same approval process.

#### (e) Sick Leave

Sick leave shall be granted on July 1 of each year —such that a 10-month administrative employee would receive 10 days and a twelve-month administrative employee would receive 12 days per year. Annually, five-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 day) 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 100% of regular daily salary at time of injury.

#### (f) Bereavement / Funeral Leave

Full-time Administrators shall be provided with all bereavement / funeral leave benefits that are granted to other professional employees within the district.

#### 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 2 times base salary for all full-time active Administrators, but not below \$100,000 or above \$300,000.

If an Administrator is over age 70 on the effective date of his/her insurance, the amount of Life Insurance and the Accidental Death and Dismemberment Insurance for such employee shall be 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 50% upon the attainment of his/her 70th birthday.

#### (b) Health Insurance

Full-time Administrators shall be provided with all health insurance benefits that are granted to other professional employees within the district.

The Employer may offer a managed care plan to employees during the term of this Plan. At the Board's discretion, such a plan may replace the current indemnity program as the primary plan provided to the Administrators.

#### **Medical Expense Reimbursement**

Each full-time Administrator shall be reimbursed up to two hundred fifty dollars (\$250.00) for each year of the contract for the purpose of unpaid expenses incurred as costs directly relating to physical examinations of the Administrator. The reimbursement amount shall be limited to actual out-of-pocket medical

expenses not covered by the district group health plan or other insurances. A receipt shall accompany each claim for reimbursement. All claims shall be submitted within one calendar year from the date of service or notice of non-coverage by other insurances.

#### (c) Dental Insurance

Full-time Administrators shall be provided with all dental insurance benefits that are granted to other professional employees within the district.

#### (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 (31st) 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 per cent (60.0%) of their monthly salary up to a maximum of \$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 all vision care benefits that are granted to other professional employees within the district without duplication or reduction of benefits (clarification: currently \$520390.00 over the life of this 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 year from the date of vision care.

#### (f) Prescription Plan

Full-time Administrators shall be provided with all prescription benefits (and be subject to applicable co-pays) that are granted to other professional employees within the district.

#### (g) Employee Contribution to Benefit Premiums

Full-time Administrators shall pay the <u>following\_same\_portion</u> of health care premium under the District's plan per month<u>as other District professional employees.</u>:

Single Care	Dependent Care
<del>\$16.00</del>	<del>\$50.00</del>

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Election of any change in dependent coverage shall be made in writing during the open enrollment period of each year, or within thirty (30) days of any qualifying event.

#### X. SEVERANCE BENEFITS

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

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

- The employee will have completed ten (10) years of full-time service within the District.
- 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 (\$1,000.00) dollars 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 for coverage of medical, prescription and dental benefits under the District's ongoing current plan for a qualified retiring full-time administrator and his/her dependents until the administrator has reached age 65.\*\* (Qualified means that the Administrator has been employed by the Southern Lehigh School District for a minimum of seven years, and no sabbatical has been taken (with the exception of a sabbatical for purposes of health restoration) during the last 7 years of employment with the School District. In the event of the administrator's death after retirement, the spouse of the administrator shall receive coverage until age 65.

Upon reaching age 65, the retired administrator will have the option, at his or her own expense to purchase and maintain medical, prescription, and dental coverage for him/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 \$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 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 \$700 per year.

#### (f) Tuition Reimbursement

#### **Eligibility**

Coursework must be judged by the Superintendent 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 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 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 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 \$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 of employer contribution per dollar of employee contribution, not to exceed a maximum employer contribution of 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 <u>fourthree</u>-year period beginning July 1, <u>20102014</u>, 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.

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