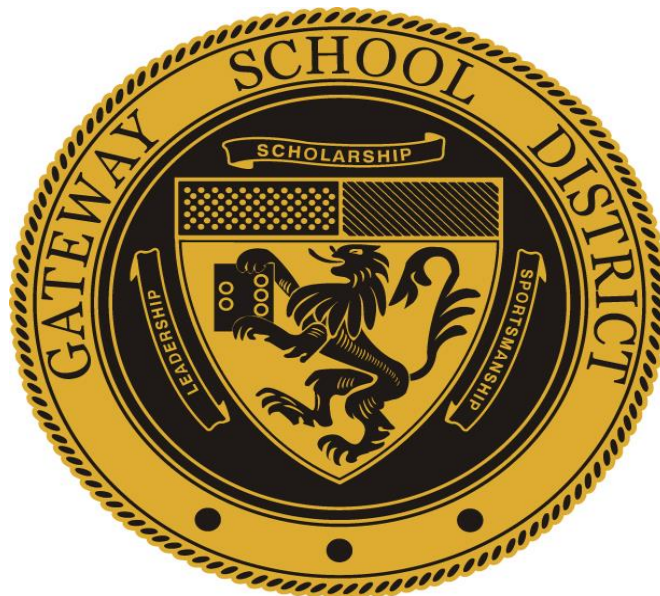


ACT 93 COMPENSATION
AND BENEFITS PLAN

July 1, 2018 – June 30, 2023



**GATEWAY SCHOOL DISTRICT
9000 GATEWAY CAMPUS BOULEVARD
MONROEVILLE, PA 15146**

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I. INTRODUCTION

PURPOSE

The Act 93 Compensation and Benefits Plan is prepared in conjunction with School Board Policy No. 328 – Administrator Compensation and Evaluation pursuant to the Pennsylvania Public School Code of 1949 as amended, Section 24 P.S. 11-1164.

The purpose of this plan is to specify administrative compensation that includes administrative salaries and fringe benefits and shall include any School Board decisions that directly affect administrative evaluation and retirement programs.

Also, this plan is to provide an education of substance and quality for the students of the Gateway School District. It is essential that the School District attracts, motivates and retains creative, competent Act 93 administrators/supervisors who can develop and implement the highest level of educational services. The School District, the Superintendent and those Act 93 administrators/supervisors governed by this plan will develop and maintain the Administrative Compensation Plan's format and content. While supporting the outlined principles, together we shall be committed and that the Administrative Compensation Benefits Plan represents the needs of the Act 93 administrators/supervisors and the School Board Directors.

PRINCIPLES

1. The Administrative Compensation Benefits Plan shall strive to reward outstanding individual performance within economic conditions.
2. Individual performance ratings and salary adjustments shall be based upon performance as measured against the requirements of the job as outlined in current job descriptions and applicable responsibilities established annually.
3. The District and representative of the Act 93 Administrators Group shall review the Administrative Performance Evaluation System periodically to address any modifications or changes. Certificated Administrators will be evaluated using the mandated PDE forms and procedures. Non-certificated Administrators will be evaluated using the District Performance Evaluation Form.

PROCEDURES

1. Job descriptions set forth the duties and responsibilities for each job assignment and will constitute the basis of evaluating job performance. Job descriptions are not static. They are always subject to review and/or revisions. A job review may be initiated by you or by your supervisor. A request for a job review should be submitted in writing to your immediate supervisor. It should include a copy of the current job description, as well as your specific recommendations for revision. The request will be evaluated by Central Administration.
2. The Organizational Chart of the District shows the inter-relationships of administrative and supervisory positions.
3. Evaluation of overall job performance will be made according to the PDE or District Administrative Performance Evaluation System. This process will be reviewed during the beginning of the school year for the purpose of setting yearly goals. Each administrator shall receive an annual evaluation. An optional mid-year evaluation may also be conducted. As indicated above, the Certificated Administrators will be evaluated using the mandated PDE forms and procedures. Non-certificated Administrators will be evaluated using the District Performance Evaluation Form.

If an Act 93 administrator/supervisor has unresolved questions and/or disagreements with their performance evaluation, a review meeting may be scheduled with the administrator, evaluator and the Superintendent. If the administrator/supervisor still disagrees with the evaluation after the review, a written rebuttal may be attached to the evaluation.

II. TERMS

This plan shall be in effect from July 1, 2018 through June 30, 2023

III. DEFINITIONS/CATEGORIES

Due to the varied job descriptions, responsibilities, and performance evaluations, the individuals covered under this agreement have been separated into two categories. They include:

Category 1: EDUCATIONAL ADMINISTRATORS
Gateway High School Principal
Gateway Middle School Principal
Moss Side Middle School Principal
Ramsey Elementary School Principal
Cleveland Steward Elementary School Principal
University Park Elementary School Principal
Evergreen Elementary School Principal
Gateway High School Assistant Principals
Gateway Middle School Assistant Principal

Category 2: SUPERVISORS AND MANAGERS
School Psychologist
Director of Technology
Food Service Supervisor
Supervisor of Special Education
Director of Transportation/Board Secretary
Payroll Benefits Supervisor
Assistant to the Business Manager

IV. PROGRAM OF COMPENSATION AND BENEFITS

A. COMPENSATION PLAN – The Salary Schedule for the term of this agreement will be tiered according to the aforementioned categories:

Salary increases for administrators will be based upon base salary and the percentage of increase is directly related to prior year's performance evaluation as defined below:

<u>School Year</u>	<u>Needs Improvement</u>	<u>Proficient</u>	<u>Distinguished</u>
2019-2020 school year -	0.00%	2.00%	3.00%
2020-2021 school year -	0.00%	2.00%	3.00%
2021-2022 school year -	0.00%	2.00%	3.00%
2022-2023 school year -	0.00%	2.00%	3.00%

Salaries for Act 93 employees shall be established as listed in Attachment A. Individuals hired as new administrators will receive 90-95% of the average established salaries of the group of the position for which they are being hired. The percentage will be based on previous or similar experience in the position and years of experience within the district. Their salaries will be adjusted over a three to five year period until they are equivalent in salary to others at the same level or in the same group. The Board of School Directors upon the recommendation of the Superintendent, may make salary adjustments based on the individuals experience and may be placed at or above the salary level of the position for which they are being hired

1. **COMPENSATION** – Compensation shall be determined by the Board of Education at the time of initial employment and then subsequently determined by the terms of this Act 93 Agreement.
2. **EVALUATION** – In order to be eligible for a salary raise in any year of this plan, an Act 93 administrator/supervisor must receive a proficient or distinguished evaluation for the immediately preceding school year.
3. **SALARY ADJUSTMENT** - The Superintendent has the discretion to recommend to the Board any salary adjustment(s) above the base salary raise commensurate with job performance and job value (distinguished and brings added value to the District).

B. ADMINISTRATIVE NON-CASH BENEFITS

1. **HEALTH INSURANCE** –The District shall provide individual, husband/wife, employee/child(ren), same sex marriage, or family health coverage for all eligible full-time administrators/supervisors. This benefit will be the District’s approved and sponsored medical plan. As of the beginning date of this agreement the plan is Blue Cross/Blue Shield health insurance coverage including the prescription co-pay endorsed by the Allegheny County Health Insurance Consortium.

In addition to any co-pays and deductibles, administrators/supervisors will contribute a percentage of the annual cost of health insurance premiums towards the District’s cost of the BC/BS EPO plan with prescriptions according to the following schedule:

July 1, 2018 – June 30, 2019	10%
July 1, 2019 – June 30-2020	10%
July 1, 2020 – June 30, 2021	10%
July 1, 2021 – June 30, 2022	Same as GEA
July 1, 2022 – June 30, 2023	Same as GEA

The applicable administrators/supervisors insurance contribution will be automatically deducted from the administrator’s paycheck each month.

The District will provide a Section 125 Plan that will allow the employee premium contributions described above to be made on a pre-tax basis.

The District shall recognize same sex marriages for providing appropriate medical coverage for same sex partners. Partners must provide an original marriage license from a Country or U.S. State where same-sex marriages are recognized and legally performed and meet any other eligibility requirement defined by ACSHIC to be eligible for such coverage. All requirements of state and federal tax consequences will apply.

HEALTH INSURANCE WAIVER

The District shall provide a Health Insurance Waiver in the 2018-2019 through the 2022-2023 school years. An employee may waive the benefits provided in this agreement and will instead receive on a prorated basis, a sum equal to the schedule below:

Coverage	Monthly Medical	Monthly Dental	Maximum Total/Monthly	Maximum Total/Annual
Individual	\$121	\$7	\$128	\$1,536
Parent/Child	\$271	\$21	\$292	\$3,504
Parent/Children	\$298	\$21	\$317	\$3,828
Husband Wife	\$328	\$21	\$349	\$4,188
Family	\$333	\$21	\$354	\$4,248

The sum is to be paid in lieu of the health and dental benefits. All payments shall be one half paid in the first paycheck in December and one half paid with the first paycheck in June and shall be prorated if less than twelve months. If an employee’s spouse is eligible for insurance coverage through the school district, the husband and wife shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above.

Employees who waive the benefits of this section may rejoin the plan effective with the beginning of the following month for life event reasons such as death, layoff, discharge, or other loss of benefits by a person on whom the employee was relying for benefit. An employee may change his/her coverage selections during the enrollment period with such change becoming effective on the following July 1st.

2. LIFE INSURANCE – Basic Life plus AD/D - Two times annual salary rounded to next highest thousand with a maximum of \$150,000. At retirement, a \$10,000 life insurance policy shall be provided. The administrator has the option to purchase additional life insurance for immediate family members in the amount of \$10,000 for a spouse and \$5,000 per child at their own cost. Premiums will be payroll deducted.
3. DENTAL CARE – The District shall provide a dental insurance plan for all eligible full-time employees covered by this Agreement. Currently it is a Blue Shield Dental Plan, provided through the Allegheny County Health Insurance Consortium.

4. **DISABILITY** –The District will pay a monthly disability premium for each full-time (regularly scheduled to work five (5) hours or more a day) administrator/supervisor for a sickness and accident plan. A summary of the benefits is as follows:

Scheduled amount: 60% of monthly pay, subject to a maximum of \$5,000

Minimum Benefit: \$100

Qualifying Period: the greater of 1-month or length of accrued sick leave

Maximum Benefit Period: Based on persons age on the day the period of disability started (See benefit booklet)

C. LEAVES OF ABSENCE

1. **Bereavement** – Each administrator/supervisor shall receive:
5 days – current spouse, child, grandchild or parent.
3 days – brother, sister, sister-in-law, brother-in-law, current parent-in-law, or near relative who currently resides in the same household, or any person with whom the full-time administrator currently makes their home.
1 day – near relative – first cousin, grandfather, grandmother, aunt, uncle, niece, nephew.
2. **Sick Leave** – 12 days annually. All 12 days annual accumulation if unused. Use of all accumulated days within the year if necessary. The use of sick days is for the administrator’s sickness only.

Unused sick leave at the time of retirement or death shall be compensated at the rate of \$100.00 for each unused day of sick leave (maximum of 300 days). (Please see Section H-#3 for eligibility requirements) No limit on the number of years of service if an administrator/supervisor loses his/her position as the result of workforce reduction.

All compensation for unused accumulated sick days paid to an administrator/supervisor who retires shall be deposited into a pre-tax account as established between the District and a designated company. Such accounts and subsequent deposits shall be subject to and comply with the provisions of Section 401(a), 403(b), and 457(b) plans as set forth in the Internal Revenue Code. All deposits will be a non-elective employer contribution to a 403(b) account with no cash option. The payment into the 403(b) account will occur the January following retirement.

Upon death, the payment shall be made to the beneficiary(ies) identified on the PSERS “Nomination of Beneficiary” form or if the beneficiary is not identified or available, to his/her estate.

3. **Personal Leave** – Three days per year shall be granted to each administrator/supervisor to handle business or personal affairs that cannot be handled on Saturdays or evenings. None of these days shall be taken on the workday immediately before or after holidays or vacations except in extreme emergencies and with notification to the Superintendent. Personal days not used will be added to sick leave bank at year’s end.

4. Jury/Witness – Regular salary, less jury pay or witness fee (witness leave for those cases when administrator is not personally involved).
5. Parental/Child-Rearing-Leave – Administrators/supervisors eligible for leave due to the birth of a son or daughter or the placement with the administrator of a child for adoption or foster care pursuant to the District’s Family and Medical Leave Act Policy, will be permitted to extend the leave up to a total (when combined with the FMLA leave) of two years. The leave shall be unpaid. Health care benefits shall be continued in accordance with FMLA Policy for the period of leave covered by that Policy. In the event the administrator extends the leave beyond the period governed by the FMLA Policy, the administrator may request that the fringe benefits be continued upon the payment by the administrator.

In the event the District employs a substitute for a period of the expected leave, the administrator shall remain on leave for the full period of the expected leave. Fringe benefits such as sick leave, personal days, and vacation shall not accrue during parental leave/child-rearing leave.

6. Professional Conference Days – Administrators/supervisors are encouraged to remain current with educational issues, reforms and trends. Budgetary constraints may limit conference attendance. However, whenever possible, the District will make reasonable efforts to support such requests. Requests for attendance at an educational conference shall be submitted to the immediate supervisor on the District’s “Request for Professional Absence Form.” The Superintendent shall make the final approval or disapproval.
7. Sabbatical Leave – Administrators are eligible for sabbatical leave in accordance with the Pennsylvania Public School Code.
8. Military Leave – Granting of military leave will be in accordance with the applicable provisions of the Public School Code of the Commonwealth of Pennsylvania.
9. Workers’ Compensation Leave – Administrators/supervisors who are on a leave of absence due to an on-the-job injury (workers’ compensation claim) shall be paid the difference of the workers’ compensation benefit rate and their regular daily rate of pay for 30 work days. After thirty (30) work days, the administrator, if still absent from their duties as a result of the same injury, shall receive workers’ compensation benefits only.
10. Employment Benefits While on a Leave of Absence – Administrators/supervisors on approved sick leave or long-term disability shall be covered by the insurance package for a period of one year
11. Other Employment During Leaves of Absence – Administrators/supervisors on an approved leave of absence are prohibited from working for other employers during the leave. Any outside employment during the leave of absence must be approved by the District. In the event an administrator/supervisor obtains employment elsewhere without the approval of the District during this period, the

District's obligation to provide any said benefits will cease immediately and a determination of continued employment reviewed.

D. WORK SCHEDULE

The work year for all Act 93 administrators/supervisors, including the first year as an employee for the purpose of salary calculations, will be from July 1st to June 30th and consist of 260 days. The 260 days in a year include (11) eleven paid holidays and 20 vacation days.

Summer Break Period

During any period occurring in the months of June, July and/or August when school is not in session for students, the School Board may, in its sole discretion, approve an alternate work schedule for administrators/supervisors. An alternate work schedule may include, but is not limited to, a four day/10-hour per day work week.

E. VACATION

Paid vacation is considered to be part of the employee's compensation and should be used during the fiscal year it is earned. The fiscal year shall be defined as July 1st to June 30th. Applicable to twelve-month administrators only – Employees hired after July 1st shall receive a prorated share of their vacation entitlement during the first year of employment. Employees leaving the district after July 1st, but prior to June 30th, shall receive a prorated share of the vacation year that they served. The immediate supervisor and/or Assistant Superintendent/Superintendent must approve all vacation days.

All twelve-month Act 93 administrators/supervisors will receive twenty (20) vacation days per year. Note: First year employees will receive vacation days on a prorated basis determined by the 260-day work year.

If unused, a total not to exceed ½ the annual allotment may be carried forward to the following year while all other days will be forfeited. (ex. An administrator has 12 vacation days unused on June 30, he/she may carry 10 days forward and have 30 vacation days the following year.) The total number of unused vacation days shall not exceed ½ the annual allotment plus current year vacation days allowed (maximum is 37 ½ days).

An administrator who retires or who voluntarily terminates employment with the District shall receive a payment of his/her daily rate for each accumulated unused vacation day. An in-service death benefit for earned vacation will be payable to the administrator's named beneficiary identified on the PSERS Nomination of Beneficiary Form, or if the beneficiary is not available, to his/her estate

F. HOLIDAYS

The Act 93 administrators/supervisors will be granted the following (11) eleven paid holidays:

- July 4th with the 3rd or 5th
- Labor Day
- Thanksgiving and day following
- Christmas day and one other day
- New Year's Day and one other day
- Good Friday
- Memorial Day

G. EDUCATIONAL INCENTIVES – Effective July 1, 2018, administrators/supervisors shall be reimbursed up to a maximum rate of \$500 per *pre-approved* graduate course credit related to the field of education or job duties during the term of this agreement.

1. In order to qualify for tuition reimbursement, an employee must receive a grade of “B” or higher in the course.
2. In the event an administrator/supervisor leaves employment with the District within five (5) years after completion and District reimbursement of graduate credits, the administrator will be required to reimburse the full tuition paid by the District.
3. Doctoral Degree – Upon receiving a Doctoral Degree (related to the field of education or job duties), the administrator will receive a one-time (non-PSERS) incentive award of \$3,000

H. RETIREMENT – The District shall provide a retirement benefit for those eligible (refer to H-3) administrators/supervisors retiring under normal retirement (Superannuation) or under a retirement incentive package (30 and out) as defined by the PSERS during the term of this agreement (2018-2023) under the following conditions:

1. On or before January 31st of the year the employee plans to retire, he/she must submit an irrevocable notice of intention to retire at the conclusion of that school year. Category #2 employees may retire at semester break if they meet all other eligibility requirements. In this case, they must submit an irrevocable notice of intention to retire by November 15th.
2. Anyone electing to retire under this retirement benefit shall have the following benefits in addition to any other retirement benefits set forth in this agreement.

District’s approved and sponsored medical plan for active Act 93 employees for Individual, Current Husband/Wife, Employee/Child(ren) or Same Sex Marriage Partners, health insurance for the period described below:

Category #1: EDUCATIONAL - ADMINISTRATORS-One (1) year of health insurance coverage for every five (5) years of service in the PSERS for a maximum of five (5) years or the employee and/or spouse reaches age 65 or the employee has similar benefits available from any other source, whichever comes first.

Category #2: SUPERVISORS AND MANAGERS -One (1) year of health insurance coverage for every five (5) years of service in the PSERS for a maximum of four (4) years or the employee and/or spouse reaches age 65 or the employee has similar benefits available from any other source, whichever comes first.

In all categories, the retired employee may purchase Family coverage, if eligible, at their cost. This cost is the difference in the qualifying monthly cost compared to the desired purchase cost.

In all categories, the retiree is responsible for all deductibles and co-pays in the medical plan as well as any increase in premium beyond those in effect at the time of retirement shall be the sole responsibility of the administrator. Failure to make such payments upon the part of the administrator will result in the termination of the benefit with no further liability of any kind whatsoever to the District.

3. Eligibility - In order to be eligible to receive the retirement benefits described above, an administrator/supervisor must meet the following requirements:
 - a) S/he must have completed at least ten (10) years of continuous service with the Gateway School District;
 - b) S/he must not have been terminated/retired from employment for cause in lieu of termination or termination proceedings
4. Administrators retiring under the terms of this agreement are entitled to cash payouts as described within this plan. (Please see Section IV-C-#2 regarding unused sick leave compensation and also Section IV-E regarding unused vacation days.)

I. PART-TIME SUPERVISOR

In the event the District employs part-time administrators/supervisors, they shall receive similar prorated leave days as described above. The part-time administrator/supervisor may participate in the employee's benefit programs such as medical, dental, disability and life at their expense if the following conditions are satisfied:

- a. If, at any time, the insurance carrier does not permit this practice, the service shall not be provided.
- b. The employee must maintain payment of the full premium one (1) month in advance of coverage and the employee's personal check must be in the hands of the payroll supervisor by no later than the fifteenth (15th) day of each month.
- c. In the event payment is not received by the time as established in "B" above, the coverage shall be terminated and cannot be reinstated during the life of this contract.
- d. The employee must maintain and be subject to all conditions of continued coverage as may be required by the insurance carrier.

All part-time service will be adjusted to FTE at time of transfer and/or retirement for calculations.

J. MISCELLANEOUS

1. Physical Exam – Physical examination authorized according to the following schedule:

<u>Age</u>	<u>Frequency</u>
... to 39	Once every 3 years
40 to 49	Once every 2 years
50 +	Once every year

2. Professional Dues – The District shall reimburse employees for their payment(s) for job related professional membership as follows:

Category #1	-capped at \$575 per fiscal year
Category #2	-capped at \$250 per fiscal year

The Board may approve more than one membership if it is deemed important or critical to the District or for the professional growth and development of an administrator.

3. Payroll Deductions – Savings Bonds – administrator expense. Tax Shelter Annuity – administrator expense.
4. Travel Reimbursement – paid at the IRS rate.
5. Supplemental Contracts – Category #1 and #2 employees are prohibited from holding paid supplemental positions in the District.

This compensation and benefit agreement was voted on and ratified by the Gateway School Board of Directors on Tuesday, October 16, 2018.

EDUCATIONAL ADMINISTRATOR POSITIONS

HS Principal
GMS Principal
Ramsey Principal
CSE Principal
Evergreen Principal
UP Principal
MSMS Principal
GHS Asst. Principal
GHS Asst. Principal
GMS Asst. Principal

SUPERVISOR AND MANAGER POSITIONS

Special Ed Supervisor
School Psychologist
Technology Director
Transportation Director/Board Secretary
Food Service Director
Payroll/Benefit Officer
Assistant Business Manager