Unionville-Chadds Ford School District

Administrator Compensation Plan Act 93

July 1, 2021- June 30, 2025

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Unionville-Chadds Ford School District Administrator Compensation Plan July 1, 2021 - June 30, 2025

In accordance with Section 1164 of the Public School code of 1949, as amended (24 P.S. S 11-1164), the Board of the School Directors (Board) of the Unionville-Chadds Ford School District (District) adopts the following as its Administrator Compensation Plan (Plan):

ARTICLE I- STATEMENT OF PURPOSE

The Board recognizes the importance of maintaining an effective Management Team to strengthen the administration and educational programs of the District and to establish and improve communications, decision-making, conflict resolution, and other relationships among members of the Team.

ARTICLE II- TERM AND DEFINITION OF ADMINISTRATOR

2.01- **Term.** The term of the Plan shall begin on July 1, 2021 and shall be in force and effect until June 30, 2025. If, by mutual agreement, both parties agree to modify certain items of the plan prior to June 30, 2025, it is not the intent of this plan to prohibit such modifications by the parties.

2.02- **Definition of Administrator.** "Position" or "administrator" means "School Administrator" as defined in Section 11-1164(a) of the Public School code of 1949, as amended. That means any employee of the District below the rank of District Superintendent, Assistant District Superintendent, but including the rank of First Level Supervisor, who by virtue of assigned duties is not in a Bargaining Unit of public employees created under the Public Employee Relations Act. While the definition shall include Principals, it shall not apply to anyone else who has the duties and responsibilities of the position of Business Manager or Personnel Director.

Additional positions can be added with formal action of the Board.

ARTICLE III- SALARIES

3.01- Salaries. It is agreed that administrative salaries will increase as follows:

3.5% July 1, 2021 through June 30, 2022 3.5% July 1, 2022 through June 30, 2023 3.0% July 1, 2023 through June 30, 2024 3.0% July 1, 2024 through June 30, 2025

Salaries may be reviewed by mutual agreement during the life of the plan in order to address marketplace variables and the compression factor. Compression exists when teacher salaries near or surpass administrative salaries resulting in the inability to recruit or retain administrators. In the event the District experiences a material change in its funding from the state, or the Commonwealth modifies or rescinds Act 1 of 2006, the parties will re-open salary determination in any subsequent year following such changes to funding.

ARTICLE IV- SEVERABILITY

4.01- Severability. If any provision of the Plan shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed, as is the invalid, illegal, or unenforceable provision had never been contained in the Plan. The plan constitutes and contains the entire administrator compensation plan and supersedes any prior plans and discussion, if any.

ARTICLE V- BENEFITS/LEAVES

- 5.01- Vacation Leave. This section applies to Twelve Month Administrators (260 days) after one year of service.
 - a. Employed less than 5 years in any school district or administrative/management related field-15 days
 - b. Employed more than 5 years up to 10 years in any school district or administrative/ management related field- 20 days
 - c. Employed more than 10 years in any school district or administrative/management related field- 25 days

A maximum of 10 days may be carried over to the following year. Carry over days shall not accrue from year to year. Upon termination of employment, the school district shall make a non-elective employer contribution into the 403(b) account of each eligible administrator which shall equal the per diem value of each accrued but unused vacation day, subject to the applicable contribution limits for 403(b) plans. The administrator shall not have the option to receive this benefit as cash.

5.02- **Holidays.** Twelve per year- Independence Day, Labor Day, Thanksgiving Day and the day following, the day before Christmas, Christmas Day, New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Memorial Day and one floating day. When a holiday falls on a Saturday, the day before will be considered the holiday. When a holiday falls on a Sunday, the day after will be considered the holiday.

5.03- **Sick Leave.** The sick leave provisions of the School Code shall be interpreted to apply to absences due to illness in the immediate family- spouse, parents, and dependent children. Also, administrators who are employed on a twelve-month (260 days) basis shall be entitled to twelve sick days per year.

5.04- **Emergency Leave**. With the approval of the Superintendent, administrators may be granted leave for circumstances of an emergency nature.

5.05- **Bereavement**. Whenever and administrator is absent because of a death in the immediate family of said administrator, there shall be no deduction in salary of said administrator for an absence not to exceed three (3) working days. The leave may be extended if exigencies of the case warrant. Members of the immediate family shall be defined as father, mother, brother, sister, daughter, son, husband, wife, parent-in-law, grandchild, near relative who resides in the same household, or any persons with whom the administrator has made his home. Whenever an administrator is absent due to the death of a near relative

of said administrator, there shall be no deduction in salary of said administrator for an absence on the day of the funeral. The leave may be extended if exigencies of the case warrant. A near relative shall be defined as first cousin, grandparent, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

ARTICLE VI- BENEFITS/INSURANCES

6.01- **Term Life Insurance**. Each administrator will receive term life insurance coverage equivalent to two times his/her annual salary. A retired administrator may continue, at his own expense, the term life insurance coverage until age 65, if the carrier permits.

6.02- Medical Insurance

FOR ACT 93 EMPLOYEES HIRED PRIOR TO JULY 1, 2014:

Medical/Hospitalization insurance coverage, equivalent to Blue Cross Personal Choice C4/F4/O2 or Keystone Direct C2-F2-O2 ("base plan"), shall be provided by the district for each administrator and eligible dependents (if the administrator elects dependent coverage). The District shall pay 87.5% of the premium for the selected coverage.

An Administrator has the option of selecting Personal Choice 1020/80/50 at 93% employer premium or the High Deductible Plan with Health Savings Plan (HSA) at 100% employer premium. Employees participating in the High Deductible Plan will receive HSA employer contribution of \$900 single; or \$1,800 for employee plus one dependent, divided over two payments (July/January) for 21-22 SY.

Working Spouse Provision: Working spouses will be ineligible for benefits if the spouse has creditable and affordable coverage from another taxing authority, educational facility or institution (including charter schools, colleges, universities, etc.), or an institutional healthcare provider (hospital, nursing home, rehabilitation center, etc.).

FOR ACT 93 EMPLOYEES HIRED AFTER JULY 1, 2014:

Medical Plan: Any Act 93 employee hired after July 1, 2014 who is eligible for benefit coverage will be provided coverage under the Personal Choice 1020/80/50 Plan. The District will pay 93% of the premium for July 1, 2021 through June 30, 2025.

Employees hired after 7/1/14 may 'buy up' to the Personal Choice C4-F4-O2 Plan, or the Keystone C2-F2-O2 Plan by paying the difference between the Personal Choice 1020/80/50 Plan and the premium of the buy-up plan selected. This expense would be in addition to the employee premium contributions for the Personal Choice 1020/80/50 Plan.

An Administrator has the option of selecting the High Deductible Plan with Health Savings Plan (HSA) at 100% employer premium. Employees participating in the High Deductible Plan will receive HSA employer contribution of \$900 single; or \$1,800 for employee plus one dependent, divided over two payments (July/January) for 21-22 SY. The HSA contribution will be reviewed annually and is subject to change to match the UCFEA Collective Bargaining Agreement HSA contribution.

Working Spouse Provision: Working spouses are ineligible for benefits if the spouse has creditable and affordable coverage from any employer.

Tobacco/Nicotine Surcharge on Benefits: All Act 93 employees and their participant spouses/children will be subject to a surcharge of 15% of their annual composite premium participation rate for medical and Rx coverage if any participant under the employee's group coverage is a nicotine user. Employees and their family participants in the plan must certify annually whether or not they use any tobacco products.

Tobacco/Nicotine use is defined as any form of the plant that is consumed for the addictive nicotine effects not prescribed by a licensed medical professional, to include tobacco that can be chewed, dipped, smoked and/or inhaled, including electronic cigarettes of any form.

Benefits Plan Opt-Out Incentive: (To be paid as lump sum in second pay in September)

- A. \$2,400 for opting out of all benefits plans, broken down as follows:
 - 1. \$2,200 for Opting out of Medical Plan and RX Plan, and;
 - 2. \$200 for Opting out of the Dental and Vision Plan

If an administrator should be deceased while in the employ of the school district, the school district will continue to pay the above for a period of two years for the survivor(s). For an additional two years, the survivor(s) may continue to participate in the program, at the group rates, at his/her expense. Retired administrators may continue, until age sixty-five, at their expense, to participate in the program at the group rates, if the carrier permits.

6.03- **Dental Coverage** – Dental insurance coverage equivalent to the United Concordia/Concordia Flex plus supplemental three-part rider (100% prosthesis, 100% periodontics, and 100% oral surgery) shall be provided for each employee. In addition, the United Concordia/Concordia Flex Orthodontic Treatment Plan or equivalent shall apply to all employees electing dependent coverage. In addition, the District shall pay 87.5% (for administrators hired prior to 7/1/14), and 82.5% (for administrators hired after 7/1/14), of the premium for the selected coverage. This plan provides for the payment of fifty percent (50%) of the allowable cost as determined by the insurer for orthodontia to a maximum lifetime benefit of \$1,000 for dependents up to age 19. The annual maximum limit of coverage will be \$2,000 per person. If an administrator should be deceased while in the employ of the school district, the school district will continue to pay for the survivor(s) the above, for a period of two years. For an additional two years, the survivor(s) may continue to participate in the program, at the group rates, at his/her expense. Retired administrators may continue, until age 65, at their own expense, to participate in the program if the carrier permits.

6.04- **Prescription Drug Plan** – The district shall provide for each administrator the Blue Cross/Blue Shield Prescription Formulary Drug 5/50/70 Plan (\$5 for Generic, \$50 for Brand Name, \$70 for Non-Formulary) or its equivalent. In addition, the District shall pay 87.5% (for administrators hired prior to 7/1/14), and 82.5% (for administrators hired after 7/1/14), of the premium for the selected coverage. Employees who take maintenance prescription drugs must utilize the mail order program for each maintenance prescription. Retired administrators may continue, until age 65, at their own expense, to participate in the program at the group rates, if the carrier permits.

6.05- **Vision Care Plan** - The district shall provide for each administrator the Vision Benefits of America or its equivalent. The employer shall pay 87.5% (for administrators hired prior to 7/1/14), and 82.5% (for administrators hired after 7/1/14), of the premium for the selected coverage. Retired

administrators may continue, until age 65, at their own expense, to participate in the program at the group rates, if the carrier permits.

6.06- **Long-Term Disability Insurance**. The district will provide a long term disability plan that will pay the administrator a maximum of \$6,750 monthly for the first six months and a maximum of \$5,250 from then on after "the greater of 30 consecutive calendar days or use of all sick leave." This benefit is payable to age 65.

ARTICLE VII- BENEFITS/RETIREMENT

7.01- Retirement Pay.

A. Each administrator who has served a minimum of ten (10) years in the District and retires from service shall be entitled to retirement payments as specified herein. Retirement is when an administrator terminates employment with the UCFSD and accepts benefits under the Public School Employees' Retirement System. The district shall make a non-elective employer contribution into a tax sheltered account that qualifies under Section 403(b) of the Internal Revenue Code (the "Code") which has been established by each eligible administrator through a District approved 403(b) Administrator ("403(b) Account"). The amount of the contribution shall equal one (1%) percent of the administrator's highest annual salary multiplied by the number of years of full time equivalent service in the school district. In the event of the administrator's death before retirement, Retirement Pay shall be paid in a lump sum cash payment to his/her beneficiary.

B. **Retiree Healthcare Option.** For each administrator, hired prior to 7/1/10, who is at least 55 years old, has at least ten (10) years of administrative service in the Unionville-Chadds Ford School District and is not covered by an "early out option" under separate agreement with the district shall be eligible for the Retiree Healthcare Option. If an eligible administrator notifies the district that he/she does not have post-employment healthcare coverage, the district shall provide a \$2,500 per year non-taxable credit (as determined by law) to be used toward post employment health insurance. This Retiree Healthcare Option shall continue until the administrator's 65th birthday. If an eligible administrator notifies the district that he/she does have post-employment healthcare coverage, the district shall make a \$25,000 non-elective employer contribution into the administrator's 403(b) Account.

7.02- **Federal Tax Law Limitation.** If the district's non-elective employer contributions for Retirement Pay and/or Retirement Healthcare Option would cause an administrator's 403(b) Account to exceed the annual contribution limits for any year, the district's annual contribution shall be limited to the amount permitted under Section 415(c) (1) of the Internal Revenue Code (the "Code"). The remainder of the district's contributions shall be made in the following calendar year to the extent permitted by Section 415(c) (1) of the Code, and in each subsequent year (not to exceed five years after retirement) as necessary until the value of the total benefit has been paid. No administrator shall receive Retirement Pay or the Retiree Healthcare Option in the form of cash compensation.

ARTICLE VIII- BENEFITS/OTHER

8.01- **Mileage Reimbursement.** For the use of his/her vehicle for approved school business, an administrator will be reimbursed at the rate equal to the IRS rate per mile.

8.02- Uninsured Damages. For job related, uninsured losses, each administrator will be reimbursed up to \$1,000 in any given year with the Superintendent's approval.

8.03- Flexible Savings (Section 125) Accounts. The district shall set up such an account, as per IRS regulations, for any employee so that money for payment of medical expenses, child/dependent care, etc., can be tax sheltered.

8.04- **Professional Dues.** The school district will allocate \$500 times the number of Act 93 Administrators to be used to pay for registration to professional organizations.

8.05- **Physical Examination.** Under forty years of age, will be reimbursed (up to \$150) for a physical examination every two years. Forty years of age and older, will be reimbursed (up to \$150) for a physical examination every year. General statement of physical condition, including any serious problems, will be forwarded to the Superintendent.

8.06- **Tuition Reimbursement.** With the approval of the Superintendent, tuition credits will be reimbursed to a maximum of \$2,400 per year for any administrator or \$10,000 for any administrator officially registered and pursuing a Masters or Ph.D. degree within their field.

ADOPTED BY THE BOARD OF SCHOOL DIRECTORS OF THE UNIONVILLE-CHADDS FORD SCHOOL DISTRICT:

DATE: 5/17/2021

BY: Jeff Helling, President

ATTEST: <u>
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<u>
Robert W. Cochran, Segretary</u>
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ACKNOWLEDGMENT

The following administrators acknowledge that, prior to the adoption of the Plan, the Board satisfied the obligation of Section 1164c of the Public School Code of 1949 to meet and discuss in good faith administrator's salaries and benefits:

Clif Beaver

Reider

Leah Reider