

ACT 93 AGREEMENT

between

MILLVILLE AREA SCHOOL DISTRICT
BOARD OF DIRECTORS

and

THE MILLVILLE AREA PROFESSIONAL
MANAGEMENT EMPLOYEES

5 YEAR CONTRACT

JULY 1, 2020 TO JUNE 30, 2025

MILLVILLE AREA SCHOOL DISTRICT
ACT 93 AGREEMENT

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MILLVILLE AREA SCHOOL DISTRICT
ACT 93 AGREEMENT

ARTICLE I

PURPOSE

The general purpose of this agreement is to foster mutual support and loyalty of the Administrative Team and Board of Education working within state statutes, guidelines provided by the Department of Education, and policies established by the Board of Education.

The Administrative Team and the Board recognize the need for cooperation, understanding, and mutual support to operate an effective program of educational opportunity in the Millville Area School District.

Specifically, this agreement is intended to:

- a. Work out mutually agreeable scales of remuneration for the positions listed below in addition to other welfare and fringe benefits.
- b. Ensure that appropriate Administrators have an input as part of the Administrative Team with respect to any major decisions that will have an effect on an educational program, and any negotiations with other bargaining units who may have to be supervised, directed, or evaluated by said administrators.

ARTICLE II

RECOGNITION

Section 1

The Board hereby adopts the Administrative Team concept as part of the formal operating policy of the District. In order for this process to succeed, the Board recommends that a schedule of ongoing meetings be developed at this team level.

Section 2

For purposes of this agreement, the Administrative Team shall include the following full-time permanent employees:

- a. High School Principal
- b. Elementary School Principal
- c. Special Education Supervisor
- d. Technology Coordinator
- e. Supervisor of Buildings & Grounds
- f. Other personnel as defined under ACT 93, should the Board create new positions during the term of this policy.

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ARTICLE III
WAGES & SALARIES

Section 1

The parties agree that the employee and the employer will determine the starting salary of Administrative Team members.

Section 2

Administrative Team members shall be granted salary increases as follows:

- a. The Board will meet with any and all Administrative Team members prior to the adoption of any subsequent compensation plan.
- b. Salary discussion with the Board will begin before the 28th of February and be determined no later than July 1st.
- c. The Board shall respond to the Administrative Team within forty-five (45) days at a session where the Board will explain the decisions made on Administrative compensation.
- d. The Board shall provide a written copy of these decisions.
- e. During the term of this agreement, salary increases will be given at a base of 2% and a possible merit increase of up to 1.5% based on the yearly evaluations and superintendent recommendation and board approval no later than July 1st.
- f. No increase will be given to any administrator who receives less than a satisfactory rating.
- g. Any administrator earning the highest salary in IU 16 for that position will receive a maximum raise of 1% for the following year, assuming that administrator receives a satisfactory evaluation. The salary chart will be reviewed annually to determine the maximum salaries. The data to be used will be those salaries reported in the annual compilation provided by the IU. The Board may annually entertain an individual merit increase or other merit pay above minimum based on the Superintendent's recommendation and an overall distinguished rating.

Section 3

The District shall match (dollar for dollar) amounts invested by Administrative Team members in a plan selected by the District which qualifies for tax shelter in accordance with IRS regulations. The matching funds shall be limited to a maximum of 3% of the Team Member's regular salary.

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ARTICLE IV

DAILY WORK SCHEDULE

The Board recognizes the professional nature of the Administrative Team member's position and that time parameters of the Administrative Team members cannot be determined. Each Administrative Team member is expected to devote such time as shall be necessary and appropriate for the discharge of that member's duties. Further, the Board may establish performance and job criteria that anticipate or require the presence and/or performance by an Administrative Team member at certain times and events.

ARTICLE V

HOLIDAYS & VACATIONS

Section 1 – Holidays

- a. Fourth of July
- b. Labor Day
- c. Student Holidays in District Annual Calendar, except as required by job description or responsibilities.

Section 2 – Vacation

- a. The vacation time for a full-time twelve-month Administrator shall be twenty (20) days. Ten (10) days on July 1 and ten (10) days on January 1st. Prior approval of the Superintendent is required. Employees hired after July 1st and/or January 1st shall have their vacation time pro-rated.
- b. Vacation days from one fiscal year shall be used by December 31st of the next fiscal year. Further accumulation of vacation days beyond December 31st of any school fiscal year is permitted only with the prior consent of the Board. Maximum accumulated days are not to exceed twenty (20). The District will pay up to five (5) vacation days into a 403b account after December 31st of the next fiscal year unless an extension is approved by the Superintendent and the Board.

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ARTICLE VI
LEAVES OF ABSENCE

Section 1 – Funeral Leave

Administrative Team members who are absent from work in order to attend the funeral of a member of the employee's family shall be granted up to five (5) days of paid leave for near relatives and one (2) day for distant relatives as defined in the Pennsylvania School Code as amended.

Section 2 – Sabbatical Leave

Certified Administrative Team members shall be granted paid Sabbatical Leave in accordance with the provisions of the Public School Code.

- a. The number of Sabbatical Leaves granted annually is limited to one of the persons eligible for such Leave of Absence.
- b. Insurance and medical benefits will remain in force during a Sabbatical Leave. Such benefits shall continue to be paid by the Board during the Sabbatical Leave at the same level as provided to Team members not on Leave.

Section 3 – Jury Duty Leave

The District shall pay to any Administrative Team member called for Jury Duty their regular daily rate of pay. The amount of pay received for jury duty, exclusive of travel expenses, shall be returned to the District.

Section 4 – Sick Days

Sick Days shall be granted at a rate of one (1) per month worked and are cumulative.

Section 5 – Personal Days

Each Administrative Team member shall be granted five (5) personal days each year. Personal days shall be pro-rated if an employee is hired after July 1st. Any of these days that are not used by June 30th of each year will be converted to sick days and accumulated as such. Prior approval of the Superintendent is needed except when the personal day is an unforeseen event.

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ARTICLE VII
INSURANCE BENEFITS

Section 1 – Life Insurance

The District agrees to pay the premium for all Administrative Team members of a Group Term Life Insurance Policy, including accidental death and dismemberment benefits, based on two (2) times the employee’s annual salary granted to the next highest \$1,000, if not an even multiple.

Section 2 – Disability Insurance

The District agrees to pay the premium for all Administrative Team members of a Disability Insurance Program to provide for coverage at 60% of regular earnings for a maximum of \$6,000 per month with an elimination period of ninety (90) days. The maximum duration of the benefit will be to the normal retirement age for Social Security.

Any Team member who does not qualify for disability insurance will be given an amount proportional to the total premiums for the purchase of supplemental insurance.

Section 3 – Hospitalization/Medical Insurance

Beginning January 1, 2021, the District shall provide a HDHP plan with a \$2,000/\$4,000 deductible. The District shall establish a HAS account for each employee enrolled in the plan. The District shall deposit into the HAS the following amounts beginning January 1, 2021:

	Single Coverage	Two-Party/Family Coverage
2020-21	\$2,000	\$4,000
2021-22	\$2,000	\$4,000
2022-23	\$2,000	\$4,000
2023-24	\$1,500	\$3,000
2024-25	\$1,000	\$2,000

Beginning January 1, 2021, Administrative Team members shall pay a 20% co-premium based on the tier selected by the employee.

Section 4 – Dental Insurance

The District agrees to provide dental insurance for all Administrative Team members and their eligible dependents as provide by the CS Trust Plan.

Section – Vision Insurance

The District agrees to pay the premium for all Administrative Team members and their eligible dependents as provided by the CS Trust Plan.

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ARTICLE VII (Continued)

Section 6 – Payment in Lieu of Insurance Coverage

Administrative Team members who waive health insurance coverage are entitled to a cash payment of \$2,000 payable no later than the last paycheck in June. In order to execute his/her right under this option, the employee must fully execute the “Waiver of Health Insurance Benefit Form”, (Appendix 8). A Team member who had obtained other coverage and had waived coverage shall be entitled to reinstate his/her insurance coverage as provided for in Section 125 of the Internal Revenue Code and/or subject to the insurance plan enrollment period. Once the insurance coverage is reinstated, the extra payment, which will be paid with the June paycheck, shall be pro-rated for the amount of time the employee did not have insurance. The District shall establish this provision in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code as amended.

ARTICLE VIII

RETIREMENT COMPENSATION

Criteria:

All provisions of Article VIII are contingent upon the following:

- a. The Team member must have accumulated ten (10) years of full-time administrative service in the Millville Area School District and an additional 15 years of qualified PSERS service for a total of 25 years.
- b. The retirement is a permanent retirement from public education.
- c. The Team member qualifies to receive PSERS retirement payments within one (1) year of separation.
- d. The Team member provides at least a ninety (90) day notice of resignation. This criterion will be waived if, in the final year of this agreement, a new agreement has not been reached at least ninety (90) days prior to expiration.
- e. Years of service shall be the twelve (12) month year and shall be calculated from the later of the date of employment or qualification under “a” above.

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ARTICLE VIII (Continued)

Section 1 – Compensation for Sick Leave Not Taken

Subject to the above criteria, the retiree will, upon the actual start of receiving benefits from PSERS, receive an amount equal to seventy-five (\$75) dollars for each day of District (Millville) accumulated sick leave. Sick days taken will first be charged against those, if any, credited from prior employment. Any sick days remaining from prior employment will not qualify for this provision.

Section 2 – Retirement Incentive

Subject to the above criteria, the retiree will, upon actual start of receiving benefits from PSERS, receive \$1,000 for each full year of service as a Millville Administrator. Employees hired after July 1, 2015 will receive \$500 for each full year of service as a Millville Administrator.

Section 3 – Hospitalization/Medical

Subject to the above criteria, the Millville Area School District will provide up to husband and wife hospitalization, dental and vision insurance coverage at available plans currently offered to active Act 93 employees. Plans available to retirees will change as plans available to active Act 93 employees change. Retiree premium share and employer contributions to HSAs or HRAs shall likewise have the same terms as for active employees as permitted by law and are mutually inclusive or exclusive. The following conditions shall apply:

a) A maximum period of 5 years

Or

b) Until the retiree is eligible for Medicare coverage or becomes eligible to participate in other employer sponsored medical insurance available without cost to the retiree (whichever comes first).

The Millville Area School District will provide retiring employees hired after July 1, 2015 single hospitalization, dental and vision insurance coverage at available plans currently offered to active Act 93 Agreement employees.

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ARTICLE IX

CONFERENCE, PROFESSIONAL DUES & TUITION COURSE CREDITS

Section 1 – Conference

Administrative Team members, as approved annually in the District budget, and subject to approval of the Superintendent, should attend conferences in their respective fields.

Administrative Team members may attend either a state or national conference annually, as budgeted, rotating the type of conference each year.

Section 2 – Professional Dues

The District will provide membership for Administrative Team members as budgeted in their local, state, and national professional organizations as well as other organizations that may relate to their fields.

Section 3 – Tuition and Course Reimbursement

The District will reimburse or prepay course costs or tuition for post-graduate courses and credits in pursuance of additional certification or for maintaining current certifications for public education. Such courses of study and reimbursement are subject to pre-approval of the Superintendent.

ARTICLE X

MILEAGE

Each Administrative Team member shall be reimbursed at the current IRS rate established each year.

ARTICLE XI

LEGAL AID

The District agrees to pay for the cost of Legal Aid for Administrative Team members who are involved in lawsuits related to the proper discharge of responsibilities connected with their position.

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ARTICLE XII

MEET & DISCUSS

The Millville Area School Board agrees to abide by the guidelines of ACT 93. The Board recognizes that, during the length of this Agreement, revisions to present terms or additional terms may become evident to employees or the employer which may be of mutual benefit. The Board agrees to meet and discuss these and any other differences in provision of the Agreement should they arise.

ARTICLE XIII

TERMS OF AGREEMENT

This agreement shall become effective on July 1, 2020 and shall remain in full force for the period of five (5) years, ending June 30, 2025. This agreement may be reviewed annually.

**MILLVILLE AREA SCHOOL DISTRICT
PROFESSIONAL MANAGEMENT EMPLOYEES**

Jr/Sr High School Principal Date

Elementary School Principal Date

Special Education Supervisor Date

Technology Coordinator Date

Supervisor of Buildings/Grounds Date

**MILLVILLE AREA SCHOOL DISTRICT
SCHOOL BOARD OF DIRECTORS**

School Board President Date

School Board Secretary Date

School Board Vice-President Date
