

Mahanoy Area School District
Administrators' and Directors' Agreement

The following agreement was adopted by the Board of School Directors at a board meeting held on June 29, 2017 for the Administrators and Directors.

1. *Salary and Work Day*

The Administrators and Directors will receive an increase in the amount of \$1,350 for each of the years 2017-2018, 2018-2019, and 2019-2020.

A school year is from July 1st to June 30th.

The Administrators and Directors work year will be 260 days.

2. *Personal and Emergency Days*

Four (4) personal leave days and one (1) emergency day each year may be taken. Personal leave days may be cumulative to seven (7) days. A maximum of five (5) personal days may be taken consecutively at any given time period. Personal leave days above those accumulated will be added to sick day entitlement.

3. *Holidays*

The following holidays will be recognized during the school year for the Administrators and Directors:

| <u>Month</u> | <u>Holiday</u> |
|------------------|--|
| July | Independence Day |
| September | Labor Day |
| November | Thanksgiving and the day after |
| December/January | Christmas break will be the same as the MAEA |
| February | President's Day |
| April | Easter break will be the same as the MAEA |
| May | Memorial Day |

4. *Sick Leave*

The Board of Directors will provide twelve (12) days of sick leave per year for the Administrators and Directors. Sick leave is cumulative without limit. Sick days may be used for Doctor's appointments for the Administrator or Director, their spouse, or their children, or members of their immediate family (mother and father).

Upon retirement, Administrators and Directors shall be paid fifty (\$50) for every day of unused sick leave. The said amount shall be paid to their 403(b) retirement account. In the event of death said amount will be paid to their heirs.

5. *Vacation Leave*

Administrators and Directors will be entitled to twenty-four (24) days of vacation. Administrators and Directors will have the option to buy back vacation days at their per diem rate or carry them over to the next year. Each administrator or director wishing to buy back days must give notice in writing to the Superintendent by the end of June of the current year. The maximum days allowed to “cash in” is ten (10) days from the preceding year.

Personnel hired after July, 1997, will have no accrued vacation time if they resign, retire, or accept other employment. The Board of Directors of the Mahanoy Area School District at their meeting of January 5, 1998, adopted the policy that an employee earns a quarter of their yearly vacation leave during each quarter of the first year worked.

Administrators and Directors will be allowed to accumulate up to thirty (30) days vacation.

6. *Group Insurance Benefit*

A. Medical Plan

The Board agrees to provide Blue Shield PPO Blue Qualified High Deductible Health Plan, the specifics of which are outlined and attached in Exhibit A, for all members, including their spouses and dependent children. In the event any of the aforementioned is discontinued by the insuring company, the Board will provide similar or revised coverage equivalent to the above.

B. HSA

As agreed to between the parties, the district will effect a PPO Qualified High Deductible Health plan as the healthcare coverage for all eligible members. To ensure compliance under the applicable IRS regulations the deductible may change under the qualified high deductible plan to meet increases in the minimum deductibles.

Upon implementation, the PPO Qualified High Deductible Health Care Plan, the District will establish an appropriate Health Savings Account Plan ("HSA") consistent with applicable laws, rules and regulations. The District may modify such HSA from time to time as required to meet the then applicable regulations. The District will deposit into the HSA account of each employee, depending upon whether there is one person (single) or more than one person (multiple) covered under the PPO Qualified High Deductible Health Care Plan, the following amount at the beginning of each plan year:

| | |
|-----------------------------|---------|
| Single Annual Contribution: | \$900 |
| Family Annual Contribution: | \$1,800 |

An employee can contribute to his or her own HSA account to the extent and in the manner permitted by the HSA plan and applicable laws and regulations as from time to time provided. Neither the District nor the employee shall contribute more to an HSA account than allowed under applicable laws and regulations as from time to time provided. An employee may change the amount being contributed up to three times per year or after a life event.

For a new employee that is hired at a time other than the beginning of the Benefit Plan Year, the district contribution to the eligible employee's Health Savings Account shall not be prorated but will be the full amount as if the employee had been hired on the first day of the Benefit Year.

C. Cost of Premium

Should there be an increase of health insurance costs, the parties will share in the annual increase in health insurance costs through premium co-share as follows: the District paying the first 8% of cost increase, employee covers the next 7%, and District covers the amount over 15%.

D. IRS Section 125

The District shall provide an IRS Section 125 Program in accordance with relevant law.

E. Dental Care Plan

The Board agrees to provide for the duration of the agreement, at no cost to the employee, the United Concordia Flex Dental Care Protection Program, providing for services covered under the "Basic Program" and including services covered under the "Supplemental Basic Rider", and three (3) additional riders are provided: Rider 2 Prosthetics; Rider 3 Periodontics; Rider 4 - Orthodontics. Such coverage will include the employee, their spouse, and dependent children. In the event that there are two employees married and working in the District, the District shall double the coverages on Rider 3 and Rider 4 to the limits of the Agreement.

In the event the Basic Program and/or Supplemental Basic Rider and additional riders are discontinued by the insurer, the District will provide for similar or revised coverage equal to the coverage provided in these plans.

F. Vision Plan

The District will provide Highmark Branded Fashion Advantage Gold Vision Plan-Option 1 for the employee, employee's spouse and dependents. In the event the Highmark Branded Fashion Advantage Gold Vision Plan – Option 1 is discontinued by the insurer, the District will provide for similar or revised coverage equal to the coverage provided in this plan.

G. Prescription Drug Program

The District will provide the Blue Shield Prescription Drug Program, or a comparable plan, to employees, employee's spouse, and dependent children. An identification card for use at pharmacies will be supplied for each employee.

H. HEALTH INSURANCE WAIVER

Definition:

The Mahanoy Area School District offers benefit-eligible district employees the opportunity to waive health insurance and receive an annual sum of \$3,600.00 payable on a bi-weekly basis.

Conditions:

1. Benefit eligible employees must demonstrate proof of insurance elsewhere.
2. In situations where both spouses are employed by the district, neither will be eligible for the insurance bonus.
3. Employees must make the decision to waive health insurance during the open enrollment period of each year unless a life event occurs.
4. A life event occurs if the spouse of an employee who waived their health coverage would lose coverage elsewhere, (i.e. divorce, or death).
5. If a life event occurs, the district employee could change the waiver decision effective the first day of the next month. For example, if an employee's spouse loses his/her job, the district employee could return to the district plan with no restrictions or pre-existing conditions. If a district employee gets married, he/she could decide to opt out of health coverage during the calendar year. District employees have thirty (30) days after a life event to change their waiver decision. If the time line is not met, he/she will have to wait until the open enrollment period in order to make the change.
6. Employees who select the waiver bonus will receive \$138.46 every two (2) weeks added to their paycheck. This money is taxable income unless placed in a Tax-Sheltered Annuity.
7. The waiver bonus will not affect the taxability of any other employee benefits.
8. These monies received cannot be included in the employee's retirement contributions.

7. Term Life Insurance

The Board agrees to provide at no cost to the Administrator or Director, Term Life coverage in the amount of \$100,000 minimum or three times the Administrator's or Director's salary whichever is greater.

8. Reimbursement for Expenses for Professional Meetings

Administrators and Directors may request permission to attend professional meetings and conferences by submitting a request to the Direct Supervisor. If the request is approved, the district will reimburse the Administrator or Director the actual cost of the expenses not to exceed the following maximum:

Meals (including gratuities)

Breakfast - \$10.00

Lunch - \$15.00

Dinner - \$25.00

Total of three meals or a total of \$50.00/day. Luncheon meetings and banquets shall be reimbursed at actual cost.

The Administrators and Directors must receive pre-approval for all leaves/conferences from their Direct Supervisor.

9. Reimbursement for Travel

Reimbursement for approved district connected travel and business only, both within and outside the district, will be the IRS rate.

10. Reimbursement for Professional Advancement

The Board will reimburse to a maximum of twelve (12) credits per calendar year at a rate equal to a Pennsylvania State College, such as Bloomsburg University's tuition rate.

1. If the cost incurred per credit is less than the standard rate equal to a Pennsylvania State College, such as Bloomsburg University's tuition for courses taken, the Board agrees to pay only the actual cost per credit.
2. Pre-approval must be given by the Direct Supervisor. Forms will be provided by the Office of the Superintendent.
3. The Administrator or Director requesting reimbursement for credits must provide proof of having taken and successfully passed the course (Grade B or better). One hundred percent (100%) reimbursement will be paid for Graduate Course Credits taken for which a grade of at least a B is earned. One hundred percent (100%) reimbursement will be paid for Undergraduate Course Credits for which a grade of A is earned and fifty percent (50%) reimbursement will be paid for Undergraduate Course Credits taken for which a grade of B is earned. Such reimbursement shall be made to the Administrator or Director within thirty (30) calendar days subsequent to presentation to the employer of receipt and/or proof of completed training
4. If the Administrator or Director leaves within two years of reimbursement, the Administrator or Director will pay back 100% of their tuition paid and if the Administrator or Director leaves within three years of reimbursement, the

Administrator or Director will back 50%. The Administrators and Directors agree to pay the district in full within one calendar year of date of separation of employment.

5. A one-time increase of \$1,000 will be granted to Administrators or Directors obtaining a Doctorate Degree.
6. In the event the school district would make available credit courses at the expense of the district, the reimbursement per credit hour would not be paid for these credits to the Administrators or Directors who enroll in these courses.

Credit Swap

Any Administrator or Director is able to swap their entitled credits to another Administrator or Director provided the attached form is pre-approved from their Direct Supervisor.

11. *Membership in Professional Organizations*

Membership in professional organizations may be paid by the Board and require a written request to the Direct Supervisor.

12. *Termination of Agreement*

All Administrators and Directors will provide a ninety (90) day notice of resignation. Written notification of intent to retire must be submitted to the Superintendent on or before March 1 of the year in which the effective retirement date will occur.

13. *Deaths and Funerals*

A. Immediate Family

All Administrators and Directors shall be allowed full pay for absence not to exceed five (5) consecutive days beginning with the day following such death. The term immediate family shall be understood to include the following: Mother, Father, Legal Guardian, Brother, Sister, Daughter, Son, Husband, Wife, Grandfather, Grandmother, Grandchild, Son-in-law, Daughter-in-law, Parent-in-Law, near relative who resides in the same household, or any person with whom the employee makes his/her home.

B. Near Relative

In the event of the death of a "near relative", all Administrators and Directors will be paid for the absence on the full day necessary to attend the funeral. The term "near relative" shall include a First Cousin, Aunt, Uncle, Nephew, Niece, Brother-in-Law, Sister-in-Law, Cousin-in-law, Aunt-in-law, Uncle-in-law, Niece-in-law, Nephew-in-law, and Grandparent-in-law.

14. Direct Supervisor

- (a) The Superintendent is the Direct Supervisor of the following employees:
 - Principals
 - Director of Special Education
 - Director of Technology

- (b) The Business Administrator is the Direct Supervisor of the following employees:
 - Director of Transportation
 - Director of Facilities
 - Director of Food Service

- (c) The Building Principal is the Direct Supervisor of the Assistant Principal.

15. Protection Clause

The District agrees that it will defend, hold harmless and indemnify Administrators and Directors from any and all demands, claims, suits, actions and legal proceedings brought against him/her in his/her individual capacity or in his/her official capacity as agent and employee of the Board of School Directors, provided the incident arose while he/she was acting within the scope of his/her employment and as such, liability coverage is within the authority of the Board of School Directors to provide under state law.

16. Additional Benefits

At the discretion of the Superintendent, additional personal leave days or reduced work day schedules may be granted. The Superintendent will promote professional integrity when requests are made.

17. At-Will

Nothing contained in this outline can be construed to change the at-will employment status of the Administrators and Directors.

**CREDIT SWAP
PRE-APPROVAL FORM**

Date _____

I, _____ (employee name), authorize

_____ (employee name) to use and be reimbursed for

_____ (total number of credits) of my allotted credits during the _____ school year.

Signature of Employee Receiving Credits

Signature of Employee Providing Credits

Signature of Supervisor

Date

Signature of Superintendent

Date