

**HARRISBURG SCHOOL DISTRICT**

**AMENDED ADMINISTRATIVE COMPENSATION PLAN**

**July 1, 2024 – June 30, 2026**

**Revision Approved 8.27.24**

**TABLE OF CONTENTS**

<u>ARTICLE</u>	PAGE
I. PHILOSOPHY .....	3
II. TERM OF ADMINISTRATIVE COMPENSATION PLAN.....	3
III. ADMINISTRATIVE POSITIONS.....	3
A. Administrative Positions/Assignments.....	3
IV. COMPENSATION .....	5
A. Premise.....	5
B. Components.....	5
C. Salary Ranges .....	6
D. Salary Increases .....	9
V. FRINGE BENEFITS .....	9
A. Medical & Prescription Drug Insurance .....	9
B. Health Savings Account.....	10
C. Carrier/Plan Design Substitution .....	10
D. No Duplication of Benefits - Spouse Administrators.....	11
E. Retiree Health Care.....	11
F. Retiree Health Savings Account.....	12
G. Life Insurance.....	11
H. Tuition Reimbursement.....	13
I. Disability Program.....	13
J. Retirement Allowances.....	14
K. Personal Leave .....	14
L. Sick Leave.....	14
M. Bereavement Leave.....	14
N. Military Leave .....	15
O. Sabbatical Leave/Professional Development Leave.....	15
P. Professional Visitations and Conferences.....	15
Q. Absence for Compensated Civic and Honorary Duties.....	15
R. Vacations and Holidays .....	15
VI. DISPUTES.....	17
VII. AMENDMENTS TO PLAN.....	18
VIII. Miscellaneous Provision .....	18
IX. MEET AND DISCUSS PROCEDURES.....	18

**HARRISBURG SCHOOL DISTRICT  
Amended Administrative Compensation Plan  
July 1, 2024 – June 30, 2026**

**THIS ADMINISTRATIVE COMPENSATION PLAN IS ADOPTED BY THE RECEIVER THIS 27 DAY OF JUNE, 2024 AND REVISED AND UPDATED ON THIS 27<sup>TH</sup> DAY OF AUGUST 2024, FOLLOWING MEET AND DISCUSS SESSIONS BETWEEN THE RECEIVER AND REPRESENTATIVES SELECTED BY THE ADMINISTRATIVE TEAM.**

**I. PHILOSOPHY**

The Harrisburg School District Administrative Compensation Plan is based on the philosophy that management duties and responsibilities are different from other employees' and unique in many respects. Accordingly, their compensation plan should be different and unique. This plan's intent is to provide compensation for Harrisburg School District Administrators which is internally fair and consistent, and externally competitive in the Central Pennsylvania area.

**II. TERM OF ADMINISTRATIVE COMPENSATION PLAN**

This Plan is effective July 1, 2024 and shall continue until June 30, 2026. Such term and any similar twelve-month renewal period may be referred to as a Plan Year.

**III. ADMINISTRATIVE POSITIONS**

**A. Education Administrators (as of June 1, 2024)**

Assistant Elementary Principal  
Assistant High School Principal – John Harris Campus  
Assistant High School Principal – SciTech Campus  
Assistant Middle School Principal  
Assistant Principal – Cougar Academy  
Assistant to the Superintendent  
Director of Early Childhood  
Director of English Language Development  
Director of Federal Programs & Development  
Director of Online Learning  
Director of Schools  
Director of Special Education  
Director of Student Services  
Elementary Principal  
High School Principal – John Harris Campus  
High School Principal – SciTech Campus  
Middle School Principal  
Principal – Cougar Academy  
Supervisor of Extended Learning Programs  
Supervisor of ELA and Social Studies  
Supervisor of Math and Science  
Supervisor of Professional Development  
Supervisor of School Improvement

Supervisor of Special Education

**Non-Certificated Administrators**

Academic Data Coordinator  
Accountant – Accounts Payable  
Accountant - Business Office  
Administrative Assistant  
Applications Support Specialist  
Benefits Accountant  
Building Technician  
Chief Operations Administrator  
Compensation and Benefits Specialist  
Compliance Specialist  
Coordinator of Accounting  
Coordinator of College and Career  
Coordinator of Food Service  
Coordinator of Information Technology Applications  
Coordinator of Information Technology Network  
Coordinator of Public Relations  
Coordinator of Purchasing & Accounts Payable  
Coordinator of Special Education Student Services  
Coordinator of Student Support Services  
Data Specialist  
Director of Athletics  
Director of Information Technology  
Director of Facilities  
Director of Finance  
Director of School Police/Safe Schools  
Director of Student Enrollment and Placement  
ELD Data and Assessment Coordinator  
Employee Relations Manager  
Employee Relations Specialist  
ESSER Program Administrator  
ELD Parent Liaison  
Executive Assistant to the Superintendent  
Family Engagement Coordinator  
Federal Programs Specialist  
Labor Relations Specialist  
Lead Safety Monitor  
Multimedia Specialist  
Network Support Specialist  
Office Manager  
Payroll Coordinator  
Payroll Specialist  
PIMS Administrator  
Police/Security Support Specialist

Program Administrator  
Purchasing Specialist  
Senior Administrative Assistant  
Transportation Supervisor

#### IV. COMPENSATION

##### A. Premise

The Harrisburg School District believes our Administrators, as leaders of the Harrisburg School District, should be both held accountable for and compensated for the well-being and growth of the district.

As an administrative team, our leaders acknowledge that working together they have greater strength and effectiveness than any one individual.

Our leaders acknowledge that to be most effective as an administrative team they must share their strengths with each other and seek out others to assist with their challenges.

Our ultimate goal is to inspire excellence in every student, every day. When successful in meeting that goal, we will assure students' academic success, and we will create for students a nurturing environment that challenges them, supports them, and enhances their lives. Regardless of individual areas of responsibility, the results of all of our efforts must flow toward meeting that goal.

##### B. Components

###### 1. Evaluation Instrument

- a. Administrators who are designated as professional employees by the Pennsylvania Department of Education (PDE) shall be subject to the principal/school leader rating form (Act 13) and the procedures established under PDE regulations for the evaluation of principals/school leaders.
- b. Administrators who are designated as Education Administrators shall also receive the Education Administrator Evaluation Addendum.
- c. Administrators who are designated as Non-Certificated Administrators shall receive the Non-Certificated Administrator Evaluation Report.

###### 2. Evaluation/Conference

Each Administrator will be given an evaluation report and the opportunity to discuss the report. In the event an Administrator will receive either a needs improvement or an unsatisfactory evaluation, the Administrator's evaluator shall give the Administrator at least twenty-four (24) hours' notice of the potential for receiving such a rating. Under such circumstances, at

the Administrator’s annual evaluation, the Administrator may request to have another member of the Administrator’s group present as an observer to the conference. The Administrator’s evaluator shall attempt to accommodate the schedule of the other observing Administrator to the extent possible, but under no circumstances shall it be used as a method to ultimately delay the evaluation conference.

3. Evaluation Calendar

July/August	- Develop Goals/Goals Conference
December/January	- Mid-year Review
May 31	- Evaluation Report

Goals for newly hired or transferred administrators shall be developed during the first thirty (30) days of employment. Any administrator who transfers into a new administrative position on or after February 1 will receive an evaluation based upon the prior position.

**C. 2024-2025 School Year Salary Ranges**

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<b>Range AA</b> Assistant to the Superintendent	<b>\$143,254</b>	<b>\$165,229</b>	<b>\$187,206</b>
<b>Range A</b>  Chief Operations Administrator Director of Schools Director of Special Education	<b>\$131,316</b>	<b>\$145,023</b>	<b>\$158,730</b>
<b>Range B</b> High School Principal – John Harris Campus	<b>\$116,990</b>	<b>\$136,526</b>	<b>\$156,063</b>
<b>Range C</b> ESSER Program Administrator Director of Federal Programs and Development Director of Finance Director of Information Technology Director of Online Learning Director of Student Services Elementary Principal High School Principal – SciTech Campus Middle Principal Principal – Cougar Academy	<b>\$105,053</b>	<b>\$123,170</b>	<b>\$141,288</b>
<b>Range D</b>	<b>\$101,471</b>	<b>\$117,595</b>	<b>\$133,718</b>

Assistant High School Principal – John Harris Campus  
 Director of Early Childhood  
 Director of English Language Development  
 Director of Facilities  
 Director of School Police/Safe Schools  
 Supervisor of ELA and Social Studies  
 Supervisor of Math and Science  
 Supervisor of Professional Development  
 Supervisor of School Improvement

**Range E** **\$97,889** **\$112,018** **\$126,146**

Assistant Elementary Principal  
 Assistant High School Principal – SciTech Campus  
 Assistant Middle School Principal  
 Assistant Principal – Cougar Academy  
 Director of Athletics  
 Director of Student Enrollment and Placement  
 Supervisor of Extended Learning Programs  
 Supervisor of Special Education

**Range F** **\$83,564** **\$97,020** **\$110,476**

Academic Data Coordinator  
 Coordinator of Accounting  
 Coordinator of College and Career  
 Coordinator of Public Relations  
 Coordinator of Student Support Services  
 ELD Data and Assessment Coordinator  
 Employee Relations Manager  
 Family Engagement Coordinator

**Range G** **\$71,626** **\$83,849** **\$96,071**

Coordinator of Information Technology Applications  
 Coordinator of Information Technology Network  
 Coordinator of Purchasing and Accounts Payable  
 Payroll Coordinator

**Range H** **\$59,688** **\$70,677** **\$81,665**

Accountant - Business Office  
 Applications Support Specialist  
 Benefits Accountant  
 Compensation & Benefits Specialist  
 Coordinator of Food Service  
 Coordinator of Special Education Student Services  
 Data Specialist  
 Employee Relations Specialist

Executive Assistant to the Superintendent  
 Labor Relations Specialist  
 Network Support Specialist  
 PIMS Administrator  
 Transportation Supervisor

<b>Range I</b>	<b>\$50,139</b>	<b>\$59,619</b>	<b>\$69,100</b>
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Accountant- Accounts Payable  
 Building Technician  
 Compliance Specialist  
 Federal Programs Specialist  
 Lead Safety Monitor  
 Multimedia Specialist  
 Payroll Specialist  
 Police/Security Support Specialist  
 Program Administrator  
 Purchasing Specialist  
 Senior Administrative Assistant

<b>Range J</b>	<b>\$38,201</b>	<b>\$46,261</b>	<b>\$54,321</b>
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Administrative Assistant  
 ELD Parent Liaison  
 Office Manager

4. This salary program is designed with separate salary levels. The program structure provides a mechanism for relating the salary of each Administrator to both the marketplace and to each other.
5. Salary ranges will be adjusted annually based upon the five (5) year average of market movement for administrative positions as published by the PA School Boards Association (PSBA).
6. The minimum and maximum salaries for each salary level represent the available ranges of salaries to be paid for jobs assigned to those levels.
7. The District will continue to provide an annual stipend of \$3,000, payable bi-weekly during the school year, for a relevant doctorate for current Administrators employed as of the date of this Agreement. The stipend will not be part of the Administrator's base salary and will be pro-rated should the Administrator cease employment with the District during the term of this Agreement.
8. An incoming Administrator, new to the district, or moving from another professional position within the District, should be given a salary commensurate with his/her position, ability and background in relation to the administrative salary ranges.

9. Applicants for Administrative positions without any directly related previous administrative experience could be hired at the minimum salary for the Administrative level in which they are placed.

**D. Salary Increases**

Salary increases for all Administrators for the 2024-2025 school year will be 3.5%, up to maximum of the salary range effective July 1, 2024.

Salary increases for all Education Administrators for the 2025-2026 school year will be based upon the score received in the evaluation report in accordance with the following matrix:

Score	Increase
17-18	Base Increase + 0.5%
14-16	Base Increase + 0.25%
11-13	Base Increase
6-10	Base Increase – 0.5%
Below 6	No increase

Salary increases for all Non-Certificated Administrators for the 2025-2026 school year will be based upon the score received in the evaluation report in accordance with the following matrix:

Score	Increase
46-50	Base Increase + 0.5%
40-45	Base Increase+ 0.25%
30-39	Base Increase
20-29	Base Increase– 0.5%
Below 20	No increase

Administrators who work in an administrative position for at least five (5) months prior to July 1 can be considered for a salary increase.

**V. FRINGE BENEFITS**

**A. Medical & Prescription Drug Insurance**

1. During the term of this Plan, the District agrees to pay the following amounts toward the premium cost of the Health Benefit Plans for Administrators and their eligible dependents selecting coverage thereunder:
  - (a) For each Administrator who elects medical and prescription coverage, the District shall pay eighty-eight percent (88%) of the monthly premium cost, as in effect for the 2024-2025 plan year, and the Administrator shall pay the remaining twelve percent (12%) of the monthly premium cost by payroll deduction.

- (b) For Administrators in positions within Ranges AA to G who elect medical and prescription coverage, the District shall pay eighty-seven percent (87%) of the monthly premium cost, as in effect for the 2025-2026 plan year, and the Administrator shall pay the remaining thirteen percent (13%) of the monthly premium cost by payroll deduction.
  - (c) For Administrators in positions within Ranges H to J who elect medical and prescription coverage, the District shall pay eighty-eight percent (88%) of the monthly premium cost, as in effect for the 2025-2026 plan year, and the Administrator shall pay the remaining twelve percent (12%) of the monthly premium cost by payroll deduction.
  - (d) A spousal surcharge of \$400 will be added to the monthly amount paid by the Administrator, if the Administrator's spouse is eligible for coverage at the Spouse's place of employment and elects to be covered under the District's plan. An annual proof of non-coverage certification must be completed for all spouses desiring coverage under the District's plan.
- 2. As a method to permit Administrators to pay for their share of Health Benefit Plan premiums (and other eligible premiums) through pre-federal income tax instead of after-federal income tax contributions, the District agrees to sponsor a limited-purposes Internal Revenue Code Section 125 Flexible Spending Account Plan for the 2024-2025 school year for those administrators with carry over funds from the 2023-2024 school year. This sponsorship is contingent upon the same being permitted pursuant to law.
  - 3. Appropriate election of desired benefit coverage, as well as any desired pre-tax payroll deduction under the Section 125 Cafeteria Plan, shall be made by each Administrator prior to the applicable Plan Year, as required by Treasury Regulations.

**B. Health Savings Account**

The District will establish a health savings account (HSA) for eligible administrators enrolled in a qualified high deductible health plan. The District will provide an employer HSA contribution of \$1,600 for single coverage and \$3,200 for two-party/family coverage that would be in effect from July 1, 2024, through June 29, 2025. It is understood that the HSA contribution is not deemed to be part of the health benefit plan. The HSA is merely an account established pursuant to

Section 223 of the Internal Revenue Code to pay or reimburse qualified medical expenses of eligible administrators.

Effective June 30, 2025, eligible administrators shall receive the same employer HSA contribution as members of the Harrisburg Education Association.

**C. Carrier/Plan Design Substitution**

The District will provide Administrators covered under this agreement with the same employee benefit plan designs as the Harrisburg Education Association (HEA). Should changes be made to the plans for HEA, the same changes will be made for Administrators covered by this agreement and will follow the same timeline for implementation.

The District may substitute carriers and/or plan designs provided all coverage, requirements, and procedures are substantially equivalent to the plan for which the substitution was made. If a substitution is made, the District will notify the Administrators of the following:

- (a) The identity of the new carrier/plan design.
- (b) The address and telephone number of the new carrier or substance of the plan design.
- (c) The person to be contacted at the new carrier/third party administrator's office.
- (d) A summary plan description of the benefits provided by the new carrier/plan design.

**D. No Duplication of Benefits - Spouse Administrators**

If husband and wife are both employees of the School District, each shall be eligible for single insurance coverage benefits and either husband or wife is eligible for dependent coverage, but not both.

**E. Retiree Health Care**

Effective July 1, 2022, the following shall control retiree healthcare benefits:

1. Any Act 93 member employed prior to June 30, 2022 and who retires as a superannuated employee established by the Public School Employees' Retirement System ("PSERS") or from multiple service membership with PSERS and the State Employees' Retirement System and also has a minimum of twenty (20) years of service in the District and who will be at least 55 years of age as of the date of retirement will be entitled to receive single employee healthcare benefits offered by the District during the year

in question until the retiree becomes Medicare-eligible. The employee will pay a monthly co-pay equal to the amount paid by active single-coverage Act 93 members in Ranges AA to G and the amount of healthcare premium assistance received from the Commonwealth.

2. Any Act 93 member hired on or after July 1, 2022 and who retires as a superannuated employee established by the Public School Employees' Retirement System ("PSERS") or from multiple service membership with PSERS and the State Employees' Retirement System and also has a minimum of twenty (20) years of service in the District and who will be at least 55 years of age as of the date of retirement will be entitled to receive single employee healthcare benefits offered by the District during the year in question for a period not to exceed five (5) years or until the retiree becomes Medicare-eligible, whichever comes first. The employee will pay a monthly co-pay equal to the amount paid by active single-coverage Act 93 members in Ranges AA to G and the amount of healthcare premium assistance received from the Commonwealth.
3. Superannuation shall be defined as Age 62 and any years of credited service; thirty-five (35) years of credited service; thirty (30) years of credited service and sixty (60) years of age; and any legislative changes providing for a thirty (30) year credited service window.
4. Healthcare benefits offered shall include enrollment in the health care plan and prescription drug plan provided to active Act 93 members. Dental and vision benefits may be purchased at the retiree's expense.

**F. Retiree Health Savings Account**

The District will establish a health savings account (HSA) for eligible retirees enrolled in a qualified high deductible health plan. The District will provide an employer HSA contribution of \$1,200 for single coverage that would be in effect from July 1, 2024, through June 29, 2025. It is understood that the HSA contribution is not deemed to be part of the health benefit plan. The HSA is merely an account established pursuant to Section 223 of the Internal Revenue Code to pay or reimburse qualified medical expenses of eligible retirees.

Effective June 30, 2025, eligible retirees shall receive the same employer HSA contribution as retirees of the Harrisburg Education Association.

- a. In order to be a specific retiree covered by this section of the agreement, the specific retiree needs to be eligible for the QHDHP plan for at least three (3) successive months following July 1, 2024.
- b. The specific retirees must not be COBRA/Public Health Service Act retirees.
- c. The District reserves the right to audit and determine the eligibility of existing retirees to access coverage types that may deem the retirees ineligible for this benefit. The District will retain the management prerogative to use a different funding arrangement that would be retrospective instead of prospective in the same manner that will apply to active employees.

**G. Life Insurance**

The District will provide, without charge, term life insurance for all full-time Administrators in the amount of their annual salary rounded to the nearest thousand dollars. There is a benefit reduction that begins at age 65.

**H. Tuition Reimbursement**

The District, with the advance preapproval of the Superintendent, will reimburse Administrators 100% for tuition costs (excluding registration and other fees) incurred for related course work approved in advance up to a maximum of \$9,000.00 in any Plan Year. In all cases, only grades of “B” or better or “pass” in a pass/fail course will be eligible for reimbursement.

No tuition reimbursement shall be available for any degree or certification program that is required based on a change in the requirements of the Administrator’s position or any course or program that is prescribed in the Administrator’s individual performance plan. Approval by the Superintendent (or designee) of course work for potential tuition reimbursement shall be based upon his/her assessment of the nature and quality of the program, availability of continuing education credits (CEU’s) and all other potentially reimbursed activities, as well as his/her assessment of the institution offering the courses and activities.

In order to receive reimbursement, the Administrator shall agree to return to the District all reimbursement received, if the Administrator does not continue employment in the District for two (2) years following the completion of the approved course. An exception to this requirement will be made for Administrators whose employment terminates earlier due to death or disability, or who are furloughed, but no such exception will be made for earlier termination for cause.

**I. Disability Program**

During the term of this Plan, the District shall sponsor a group disability insurance program for all active full-time Administrators providing for a minimum benefit waiting period of 90 calendar days or at the end of the Administrator’s sick, vacation, and personal leave, whichever is longer, that will provide a disability benefit of 66-2/3% of their salary to a maximum monthly benefit of \$6,500.00 per month.

During the term of this Plan, the District shall sponsor a group short term disability insurance program for all active full-time Administrators providing for a minimum benefit waiting period of 30 calendar days or at the exhaustion of the Administrator's sick, vacation, and personal leave, whichever is longer, that will provide a short-term disability benefit of 66-2/3% of the eligible Administrator's salary to a maximum monthly benefit of \$6,500.00 per month. This benefit may be discontinued should the annual premium exceed \$15,000.

**J. Retirement Allowances**

When an Administrator retires from the District under any of the provisions of the Pennsylvania Public School Employees' Retirement Law with at least thirty (30) days' notice, the District shall make payment to the 403(b) account of the Administrator/retiree's choice in an amount equal to the Administrator's then remaining accumulated sick leave, not to exceed forty-five (45) days, multiplied by the Administrator's per diem rate of pay.

**K. Personal Leave**

Administrators will be allocated, with full pay, up to four (4) days per year for personal leave. Personal Leave not used during the year it is earned will be converted to sick leave. Whenever possible, application for Personal Leave should be submitted at least one week in advance, except in the case of an emergency.

Earned days will be pro-rated during the first and final year of employment (if employment begins other than July 1<sup>st</sup>/ends other than June 30<sup>th</sup>).

**L. Sick Leave**

Administrators working on a 12-month basis will be eligible for twelve (12) days sick leave per year.

Administrators are eligible to use up to five (5) sick days per year, if available, for the purpose of immediate family illness. For this purpose, an immediate family member is defined as a spouse, child, parent, or any other near relative who resides in the Administrator's home.

Earned days will be pro-rated during the first and final year of employment (if employment begins other than July 1<sup>st</sup>/ends other than June 30<sup>th</sup>).

In cases where Administrator is off work due to a family illness but is required to complete work from home, up to three virtual workdays will be allowed with approval from the Superintendent and/or his or her designee. These days will not be subtracted from accumulated sick leave.

**M. Bereavement Leave**

The District shall grant an Administrator paid bereavement leave of not more than five (5) days for each death in the immediate family. "Immediate family" shall be defined as spouse, child, parent, sibling, **grandparent**, grandchild, parent-in-law, or

other near relative who resided in the Administrator's home, or any domestic partner with whom the Administrator resided. Such absences shall be reported to the school on the first day. Additional unpaid bereavement leave may be granted at the discretion of the Superintendent.

The District shall grant an Administrator paid bereavement leave of one (1) day for attendance at the funeral of a first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

**N. Military Leave**

A military leave of absence shall be granted to any Administrator for the term of active service in any branch of the Armed Forces of the United States.

**O. Sabbatical Leave/Professional Development Leave**

Sabbatical and/or Professional Development leaves of absence shall be granted to eligible Administrators in accordance with the Public-School Code of the Commonwealth of Pennsylvania and Board policy.

**P. Professional Visitations and Conferences**

Act 93 Members are encouraged to participate actively in professional meetings and/or technical trainings which will assist the Administrator to grow in service to the School District. To this end, the District will consider for approval, paid absences from duty for attendance at such meetings and reimbursement of expenses incurred in such attendance, taking into consideration such factors as budgetary limitations; number of personnel requesting leave from any one building on any one day; unnecessary duplication of visitations and conferences.

**Q. Absence for Compensated Civic and Honorary Duties**

The District shall make available to Administrators time for the performance of jury duty and similar civic responsibilities, as well as for attendance at professional honorary activities. The Administrator may receive his or her full salary, less any compensation or reimbursement received for fulfilling the obligation. Travel and other cost allowances shall not be considered compensation. Administrators on jury duty who are dismissed for one-half day or less shall return to work.

**R. Vacations and Holidays**

1. Vacations

Administrators will be provided with vacation according to the following schedule:

1. 15 days per year (for 1-4 years of service with the District);
2. 20 days per year (for 5-19 years of service with the District);
3. 25 days per year (for 20+ years of service with the District).

Vacation benefit applies only to 12-month Administrators.

Days will be pro-rated during the first and final year of employment (if employment begins other than July 1<sup>st</sup>/ends other than June 30<sup>th</sup>).

Requests for single vacation days, or for not more than four (4) consecutive vacation days, must be submitted at least 48 hours prior to the requested time off.

Requests for five (5) or more consecutive vacation days while school is in session must be submitted at least 10 days prior to the requested time off.

Building administrators (principals and assistant principals) may not take vacation leave during the first five or last five student days of the school year, on scheduled professional development days, or on any days of standardized test administration unless preapproved by the Superintendent. Any administrator required to attend mandatory training or leadership retreat activities may not take vacation leave on those days unless preapproved by the Superintendent. Special consideration will be given for major life events such as weddings, college graduations, dropping children off at college, etc. In addition, only one building administrator (principals and assistant principals) within a building may take vacation leave on a given day when students are in session.

Vacation days that are unused in one Plan Year may be redeemed or carried over to a subsequent year, subject to the limitations recited herein.

The maximum authorized accrued amount of vacation leave, inclusive of the current year's accrual and accumulated carryover is thirty (30) days. Excess vacation leave beyond the allotted carryover limit will be converted to sick leave.

The following provisions will apply to those employees who have a vacation leave balance greater than thirty (30) days, inclusive of the 2024-2025 leave accrual, as of July 1, 2024:

1. For the 2024-2025 school year, vacation leave balance can be no more than 40 days, inclusive of the 2024-2025 school year, as of July 1, 2024. Excess vacation days beyond this carryover limit will be converted to sick leave.
2. Employees may request a payout of an additional ten (10) vacation leave days (for up to a total of fifteen (15) days). The leave payout request must be submitted in writing by May 1, 2025 and will be processed in accordance with the provisions noted below.

3. For the 2025-2026 school year, vacation leave balance can be no more than 30 days, inclusive of the 2025-2026 school year, as of July 1, 2025. Excess vacation days beyond this carryover limit will be converted to sick leave.

At retirement or resignation with at least 30 days' notice, an Administrator shall receive a payout of any accumulated unused vacation leave at the Administrator's per diem rate of pay. Such days will be paid through normal payroll procedures and will not be eligible for PSERS credit.

An Administrator may opt to be paid for a maximum of five (5) accumulated vacation days at such Administrator's then current per diem rate of pay which is the current gross salary divided by 260, provided that an irrevocable election is made by the Administrator in writing by May 1st, specifying the number of days for which payment is to be made. Such days will be paid through normal payroll procedures and will not be eligible for PSERS credit. Any days for which payment is made will be deducted from the accumulated vacation.

Under unusual circumstances, an Administrator may request that up to five (5) accrued but unused vacation days remain available beyond the June 30th cutoff date. The Superintendent will consider the request with respect to the completion of building and District goals. If the Administrator was involved with special projects, assignments, or goals, the Superintendent is authorized by the Receiver to approve such requests; provided, however, that in no event shall any accrued but unused vacation days extending beyond the June 30th cutoff date extend beyond December 31st following the cutoff date.

## 2. Holidays

All Administrators working on a 12-month basis will receive fourteen (14) paid holidays per year designated by the District.

Holidays for the school year will be posted at the beginning of the school year.

## **VI. DISPUTES**

In the event that a dispute shall arise out of the terms of this Plan, such dispute shall be resolved in the following manner:

- A. Representatives of the Administrators shall meet and discuss the dispute with the Superintendent of Schools and hopefully resolve the matter at that level;
- B. The Receiver shall ultimately determine the final resolution of any such dispute.

**VII. AMENDMENTS TO PLAN**

In the event that there is any change in the law which impacts the delivery of any one of the terms and conditions of employment reflected in Plan, the District reserves the right to amend this Plan in order to conform to the law within its discretion.

**VIII. MISCELLANEOUS PROVISION**

The District’s proposal is subject to the Receiver properly modifying the financial recovery plan as necessary to conform with the terms and provisions contained in this Agreement offer by submitting a Petition to the Court of Common Pleas to secure the required approval of the Court of Common Pleas.

**IX. MEET AND DISCUSS PROCEDURES**

Administrators covered by this Compensation Plan in accordance with Act 93 have the right to ‘meet and discuss’ with the Receiver or the Receiver’s representatives upon request to address modifications, extensions, or the entry into a new Compensation Plan as determined by a majority of the individuals covered by this Compensation Plan. It is acknowledged by the Receiver that Act 93, embodied in Section 11-1164 of the Public School Code, requires that a majority of those defined as an ‘Administrator’ in the District will have the right to ‘meet and discuss’ in ‘good faith’ with the Receiver or its representatives. A ‘meet and discuss’ is not tantamount to a labor contract negotiation. While the Receiver or its representatives has an obligation to provide for a meeting with representatives of the Act 93 Group, there is no obligation to bargain a resolution. Ultimately, the Receiver has the right to make its determinations within its discretion, consistent with the terms and provisions of this Compensation Plan and state law.

**THIS ADMINISTRATIVE COMPENSATION PLAN IS ADOPTED BY THE RECEIVER THIS 27 DAY OF JUNE, 2024 AND REVISED AND ADOPTED THIS 27<sup>TH</sup> DAY OF AUGUST, 2024.**

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Act 93 Chairperson

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Dr. Lori A. Suski, Receiver