

Act 93
Administrative and Supervisory
Agreement

Duquesne City School District

July 1, 2024 – June 30, 2028

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INTRODUCTION

Act 93 is a bill that was enacted into law in 1984. An amendment, Act 257, became law in 1995. Both Acts together provide the means and procedures for resolving administrator compensation matters within the framework of the Management Team concept. Meet and Discuss sessions were conducted to finalize the Act 93 Administrative and Supervisory Agreement.

I. MEMBERSHIP GROUPS

A. Group 1 – District Level (Certificated / Supervision Responsibilities)

1. Chief Academic Officer
2. Director of Literacy and Innovation / English Learner Coordinator
3. Director of Special Education Services
4. Director of Technology, Innovation and Digital Learning / Cyber School Principal

B. Group 2 – Building Level (Certificated / Supervision Responsibilities)

1. Principal / LEA

C. Group 3 – (Non-Certificated)

1. Director of Facilities, Transportation, and Security
2. Human Resources Assistant / Board Secretary / Open Records Officer
3. Executive Assistant to the Superintendent and Central Office Administrators / Food and Nutrition Services Coordinator / Attendance Improvement Coordinator

II. WORK YEAR AND HOLIDAYS

- A. **Work Year:** The work year shall be twelve (12) months, 260 days.
- B. **Flex Days:** Flex days are designed to allow Act 93 employees to work from home as appropriate and must be pre-approved by the Superintendent.
- C. **Holidays:** All members shall have the following holidays per year, as scheduled by the School District. Holidays that fall on a Saturday will normally be observed on the preceding Friday; holidays that fall on a Sunday will normally be observed on the following Monday.

Independence Day

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve Day thru and including New Year's Day

Martin Luther King, Jr. Day

President's Day

Good Friday

Memorial Day

Juneteenth

School Picnic Day

III. FRINGE BENEFITS

A. Medical Insurance

The District shall provide the Allegheny County Schools Health Insurance Consortium's (ACSHIC) standard plan to all employees covered under the Act 93 Agreement. The employee's premium-sharing contributions shall be as follows, with yearly premium increases being capped at 8%:

- Employees earning less than \$85,000 per year shall pay 8% of the premium cost for individual or family coverage.
- Employees earning more than \$85,000 per year shall pay 9% of the premium cost for individual or family coverage.

Employees may elect to purchase any other health insurance available through the Allegheny County Schools Health Insurance Consortium (ACSHIC) at their own expense.

B. **Spousal Buy-Out:** \$3,600, if coverage is waived July 1st through June 30th for any year of the Agreement.

C. **Vision:** Employer paid up to family coverage. There are no credits or refunds if this amount isn't used.

D. **Dental:** Employer paid up to family coverage. There are no credits or refunds if this amount isn't used.

E. **Group Term Life Insurance:** Employer paid. The School District shall provide all Act 93 employees Group Term Life Insurance: Double the annual salary up to a maximum of \$200,000.00.

F. **Income Protection:** The School District shall provide Long-term Disability Insurance coverage, Employer paid, up to a maximum of \$6,000.00 per month or two-thirds (2/3) of the monthly salary whichever is lower and payable until Social Security Full Retirement Age. Receiving Social Security disability benefits or Social Security early retirement benefits will result in a dollar-for-dollar reduction in LTD benefits except in the case that Social Security early retirement benefits are being received prior to the date of disability.

Elimination period – sixty (60) calendar days or use of all sick days, whichever is greater. Details of the plan will be provided in the policy.

G. Due to the timing of the agreement and to allow for an enrollment period, Fringe Benefit sub-sections A, E, and F will go into effect September 1, 2024. The terms of the previous Act 93 Agreement that expired June 30, 2024 will be in effect for Medical Insurance and Group Term Life Insurance from July 1, 2024 through August 31, 2024.

IV. PAID LEAVE

A. Bereavement Leave:

Section 1154 of the PA School Code of 1949 governs the use of bereavement (funeral) leave for professional employees, as follows:

1. **Death of an immediate family member** – Up to five (5) days of paid leave with full pay. An immediate family member is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandparent, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his home.

2. **Death of a near relative** – up to three (3) days of paid leave with full pay, including the day of the funeral. A near relative is defined as a first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
3. These days must be consecutive, and a non-working day shall count against the five (5) days or three (3) days referenced herein. In such cases, no pay shall be allowed for said non-working day(s).

B. Personal / Emergency Days

1. **Personal Days / Emergency Days:** Each twelve (12) month Act 93 employee shall be entitled to four (4) personal and / or emergency days per school year at no loss of pay.
2. **Conversion of accrued Personal / Emergency Days:** At the end of the school year, any accrued personal days shall be converted to sick days.

C. Sick Leave

1. **Sick Days:** Each Act 93 employee shall be entitled to twelve (12) days of sick leave with pay for each school year.
2. **Compensation for Accumulated Sick Days:**
 - a. Payment of \$125.00 for each unused accumulated sick day shall be made to members who retire after reaching superannuation as defined by PSERS and after ten (10) years of consecutive service in the School District.
 - b. Payment of \$40.00 for each unused accumulated sick day shall be made to members who end employment with the District for any other reason except in cases of termination. Any sick days transferred to another employer will not be compensated.

D. Vacation Days

1. **Vacation Days:** All members who work 260 days shall be entitled to four (4) weeks, i.e. twenty (20) working days, of vacation with pay at their regular rate. At the completion of five years of service as a member of the Act 93 Group, one (1) day of vacation shall be added for the sixth year, and for each additional year afterward to a maximum of twenty-five (25) vacation days per year.
2. **Vacation Days:** Vacation days shall not be used during days when school is in session for students and / or staff without the prior approval of the Superintendent of Schools.
3. **Vacation Days:** Vacation days run from July 1st to June 30th. All Act 93 employees who are unable to use all of their allotted vacation days may carry over up to ten (10) days to the following school year and used in accordance with normal vacation scheduling and approval processes. Any unused vacation days exceeding the ten (10) days being carried over shall be converted to the employee's accumulated sick days. The maximum number of vacation days on the books shall not exceed twenty-five (25).
4. **Compensation for Unused Vacation Days:** Each member may receive payment for a maximum of five (5) unused vacation days per year, compensated at his/her per diem rate, with approval of the Superintendent. Payment shall be made in June.
5. **Compensation for Accumulated Vacation Days:** Payment of \$125.00 for each unused accumulated vacation day shall be made to members who end employment with the District except in cases of termination.

V. UNPAID LEAVE(S)

- A. Act 93 employees may be provided with an unpaid parental leave (child bearing) as established in the Duquesne Education Association (DEA) Agreement, pending final Receiver approval. The Receiver's approval shall be final.

VI. OTHER BENEFITS

A. Travel and Expenses:

Act 93 employees shall be reimbursed at the Internal Revenue Service allowance rate per mile for the use of his / her personal vehicle. Administrators shall be reimbursed for necessary expenses incurred in the performance of respective duties. Out-of-District travel, which does not involve overnight stay, shall be pre-approved by the Superintendent, and out-of-district travel, which would involve overnight stay, will have prior approval by the Superintendent and Receiver.

B. Tuition Reimbursement:

The Superintendent must pre-approve all course work and associated tuition costs before expenses are incurred and reimbursement is authorized. Tuition reimbursement shall be 80% of the actual tuition cost not to exceed \$750 per credit hour. Members shall be reimbursed up to a total of twenty-four (24) credits in one calendar year. The credit reimbursement above shall not be applicable for payment towards in-service credits. Also, in those instances where the cost of credits is less than the amount as set forth, payment shall not exceed the actual cost of credits. All credits earned must be in the field related to education administration, additional administration certification, a higher degree in education administration, or job-related responsibilities. A completion grade of a "B" or higher must be obtained to receive reimbursement for graduate level courses, and a "B" grade or higher must be obtained for undergraduate level courses. All requests for reimbursement must be submitted within sixty (60) days from the last day of the course. Should a member receiving tuition reimbursement choose to leave the Duquesne City School District prior to three (3) years after receiving reimbursement for credits or after completing a paid training course in technology and / or business, that member shall repay to the School District the tuition reimbursement as follows:

1. Less than one year – 100%
2. More than one year but less than three years – 50%
3. More than three years – 0%

**These time periods are determined by the date of reimbursement – i.e. two years equals the date of reimbursement plus 365 days x 2 (or June 1st through May 31st)*

Pursuit of additional credits or unique educational instances may be submitted to the Receiver for consideration.

C. Doctorate:

Any Act 93 employee earning a doctorate will receive an annual stipend of \$2,500.00 not subject to annual salary increases and not part of salary. Earning a doctorate after July 1st or leaving the School District prior to June 30th will result in the proration of this stipend.

D. PSERS Participation:

All members shall participate in the Pennsylvania Public School Employee's Retirement System (PSERS.)

E. Professional Organization Dues:

All Act 93 employees shall be entitled to membership in one (1) professional organization in their field for educationally related professional organizations approved by the Superintendent, not to exceed \$1,000.00 per year.

F. Professional Development:

Professional development for all members is highly encouraged. Any travel related expenses associated with previously approved professional development opportunities shall be reimbursed in accordance with School District policy.

G. Jury and Witness Days:

A member summoned for jury duty or subpoenaed as a witness for the School District shall not suffer loss of pay. The difference between fees for such duty and the normal daily rate of pay shall be paid by the School District. Any reimbursement for expenses received by the employee shall not be included in this calculation.

VII. EVALUATION PLAN

The Superintendent of Schools will provide Act 93 employees an annual year-end evaluation under Act 82 as applicable. It is understood that should an Act 93 employee receive an unsatisfactory rating, he or she will receive no increase for the coming year.

In the event an Act 93 employee is evaluated as needing significant improvement in any area of performance, the Superintendent of Schools may recommend to the Receiver a salary adjustment for less than the full salary amount provided by this plan. Before any such recommendation is made, the Superintendent of Schools shall meet with the Act 93 employee to provide an opportunity to respond to the evaluation, and to provide a plan of remediation. The decision of the Superintendent of Schools is final. Any such Act 93 employee may request that the chairperson(s) for the Act 93 Administrators attend the meeting with the Superintendent of Schools.

The year-end performance evaluation must be completed by June 30th of each school year for any Act 93 employee rated unsatisfactory as follows:

- **Non-Certificated:** By June 30th of each school year for any Act 93 employee rated unsatisfactory whose evaluation does not require student performance data to complete.
- **Certificated:** Within 30 days of the District’s receipt of student performance data for any Act 93 employee rated unsatisfactory whose evaluation requires student performance data. If a certificated employee is rated unsatisfactory, his or her salary will be adjusted to recoup any over-payment.

In witness whereof, the parties hereto have caused this Agreement to be executed with the express intention to be legally bound as the day and year last appearing below.

SIGNATURE OF ACT 93 CO-CHAIRPERSON (S)

Signature on File

 Jamie Schmidt, Ed.D., Act 93 Representative

August 19, 2024

 Date

Signature on File

 Celeste Rudge, M.Ed., Act 93 Representative

August 19, 2024

 Date

ATTEST

Signature on File

 Crystal G. Irdi, Board Secretary

DUQUESNE CITY SCHOOL DISTRICT

Signature on File

 William H. Kerr, Ed.D, Court-Appointed Receiver

August 19, 2024

 Date

ATTACHMENT – A

Act 93 Salary Scale

The regionally competitive salaries are subject to the effective dates of earned certifications, as applicable. Any Act 93 employee holding a position without holding the applicable certification will receive 90% of the salary dictated in the table below. Employees who earn the applicable certification during the year will receive a prorated salary.

	Act 93 Entrance	2024 - 2025	2025 - 2026	2026 - 2027	2027 - 2028
Chief Academic Officer	2019 – 2020	\$ 125,000.00	\$ 128,750.00	\$ 132,612.50	\$ 136,590.88
Director of Literacy and Innovation / English Learner Coordinator	2019 – 2020	\$ 100,476.50	\$ 103,490.80	\$ 106,595.52	\$ 109,793.38
Director of Facilities, Transportation, and Security	2019 – 2020	\$ 68,031.50	\$ 70,072.45	\$ 72,174.62	\$ 74,339.86
Director of Special Education Services	2023 – 2024	\$ 103,000.00	\$ 106,090.00	\$ 109,272.70	\$ 112,550.88
Director of Technology, Innovation and Digital Learning / Cyber School Principal	2024 – 2025	\$ 80,000.00	\$ 82,400.00	\$ 84,872.00	\$ 87,418.16
Principal / LEA	2024 – 2025	\$ 90,000.00	\$ 92,700.00	\$ 95,481.00	\$ 98,345.43
HR Assistant / Board Secretary* / Open Records Officer	2021 – 2022	\$ 45,855.60	\$ 47,231.27	\$ 48,648.21	\$ 50,107.65
Executive Assistant to the Superintendent and Central Administrators/ Food and Nutrition Services Coordinator / Attendance Improvement Coordinator	2024 – 2025	\$ 45,000.00	\$ 46,350.00	\$ 47,740.50	\$ 49,172.72

*Board Secretary Stipend \$7,200