

Meet & Discuss 2-5-26 @ 2:00pm

**Pine Grove Area School District**

**Act 93**

**Management Plan**

**July 1, 2026 – June 30, 2031**



## **Pine Grove Area School District Act 93 Management Plan**

WHEREAS, The Board of School Directors of the Pine Grove Area School District recognizes the importance of maintaining an effective Act 93 Management Team to strengthen the administrative and educational programs of the District, and to establish and improve communications, decision-making, conflict resolution, and other relationships among the team members; and

WHEREAS, the Pine Grove Area Board of School Directors has voluntarily endorsed the practice and procedures of open, bilateral meet and discuss as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special functions and obligations of the Board, are permitted by law, and are constant with interests of the students, the school system, and the public; and

WHEREAS, pursuant to the provisions of Section 1164 of the Public School Code of 1949, as amended (Act 93 of 1984), the Pine Grove Area School District Act 93 Administrators and the Board of School Directors wish to memorialize their common understanding of the Act 93 Act 93 Management Contract; and

WHEREAS, the designated representative of the Pine Grove Area School District Act 93 Management team have met with representatives of the Board, considered, and discussed with them, administrative salary determination, salary amounts, fringe benefits, and related matters;

**For the purposes of this plan,**

- a. Level I Supervisory Management Staff shall include High School Principal; Assistant High School Principal; Middle School Principal; Elementary Principal; Assistant Principal K-8; Director of Curriculum and Instruction; Director of Special Education; Supervisor of Special Education; Director of Technology; Director of Building & Grounds; Supervisor of Maintenance; and Supervisor of Grounds.**
- b. Level II Non-Supervisory members are identified as: Computer Technician; School Psychologist; School Safety, Transportation, & Facility Scheduling Coordinator (12 months = 240 days)**
- c. Level III Non-Supervisory members are identified as: Dean of Students; Social Worker; and School Psychologist (10 months = 200 days)**

**The Act 93 Group has three designations (levels):**

**Level I – Supervisory Members**

**Level II – Nonsupervisory Members (240 work days)**

**Level III – Nonsupervisory Members (less than 240 work days)**

While the Management Team concept places emphasis upon shared responsibility and authority among those recognized as Act 93 employees under Section 1164 of the public School Code of 1949, as amended, the Superintendent, Business Manager and the Board, nothing in this Plan is intended to limit the responsibility and authority of the Board ultimately to make decisions, to establish binding policy, and to provide Management Team leadership, consistent with law.

1. This plan shall be effective July 1, 2026 and shall continue until June 30, 2031.
  - a. Level I, minus Supervisor of Special Education, and Level II will follow a July 1 through June 30 payroll schedule.
  - b. Level I, Supervisor of Special Education and Level III will follow the Professional employee payroll schedule.
2. All benefits agreed to and awarded under the existing (existing for each particular year) contract agreement between Pine Grove Area School District and the Pine Grove Area Education Association shall be annually granted to Act 93 employees during the life of this agreement, unless stipulated otherwise in the agreement.
3. At no time shall the benefits received by a full-time Act 93 employee be less than those benefits granted to professional employees. If at any time during the length of this agreement a benefit awarded to the Association is greater than a benefit specified herein, the Act 93 employee will receive the greater benefit. However, Act 93 employees are not eligible for supplemental pay provided to teachers for advanced credits or degrees, other than stipulated below.

### **Salary Program and Schedule**

1. The Board shall establish beginning salaries and level of employment for new hires in the Act 93 Management Plan.
2. When establishing beginning salaries for full-time Act 93 employees, the Board will make an effort that Act 93 employees with equivalent years of service to teachers receive no less per diem than the base pay of said teachers.
3. The Board recognizes that Act 93 employees have a variety of position demands. These differences include, but are not limited to, level of educational requirements, increased program responsibilities, implementation and monitoring of accountability procedures, number of employees supervised and/or evaluated, impact of errors, level of stress-related duties, interactions with local, regional, state and federal agencies and departments, longer time commitments, and requirements for advanced training. Taking these factors into consideration, Act

93 compensation will be based upon position responsibilities, specific duties, and job performance. For the duration of this agreement Act 93 salary increases will be reflected through the following:

Level I employees will receive an adjusted maximum raise equal to teachers' average daily rate increase adjusted for the level I employees work year with a multiplier of [1.15]. *Ex. \$2200/188 days = \$11.70 per day extra above 188; (\$11.70 per day raise x 52 extra days) = \$608.40 (52 extra work days) + \$2,200 (teacher average base raise for 188 days) = \$2,808.40 then multiplied by 1.15 = \$3,229.66.* No Level I employee will receive less than Level II or Level III employees.

Level II employees will receive an adjusted maximum raise equal to teachers' average daily rate increase adjusted for the level II employees work year with a multiplier of [1.05]. *Ex. \$2200/188 days = \$11.70 per day extra above 188; (\$11.70 per day raise x 52 extra days) = \$608.40 (52 extra work days) + \$2,200 (teacher average base raise for 188 days) = \$2,808.40 then multiplied by 1.05 = \$2,948.82.* No Level II employee will receive less than Level III employees.

Level III employees will receive an adjusted maximum raise equal to teachers' average daily rate increase adjusted for the level III employees work year with a multiplier of [1.025]. *Ex. \$2200/188 days = \$11.70 per day extra above 188; (\$11.70 per day raise x 12 extra days) = \$140.40 (12 extra work days) + \$2,200 (teacher average base raise for 188 days) = \$2,340.40 then multiplied by 1.025 = \$2,398.91.*

The average annual teacher base raise will be determined by the most current PGAEA contract. At minimum, the Act 93 group will receive a teacher base raise no less than the 2026 base.

If teacher raises are percentage based or different for all teachers the Business Administrator will be authorized to calculate the average annual teacher raise.

4. There is no salary increase in any year for performance evaluated as unsatisfactory. This would be documented and the administrator will be informed in writing of this sub-standard performance. Furthermore, such rating would also be reflected on the PDE Approved Professional Employee Rating Form. The evaluation will be completed by the Superintendent and/or immediate supervisor as listed in the Administrative Evaluation Plan.
5. The School Board reserves the right according to school law to adjust the salary of individual administrators due to: (a) position changes including promotions,

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lateral transfers, and/or other changes and (b) as may be necessary for the district to remain competitive within the local job market.

### **Work Year**

1. The work year, July 1st to June 30th, shall consist of 240 work days for Level I and Level II employees, except for Level I, Supervisor of Special Education.
2. Level I, Supervisor of Special Education (200 days), and Level III employees - Dean of Students (200 days), School Psychologist (200 days), and Social Worker (200 days) shall have a work year consisting of the year scheduled for professional employees under the agreement with the Pine Grove Area Education Association, plus their remaining unworked days up to their assigned number of days. This work year does not count holidays as listed below.

Day one of the board approved school calendar will always be considered day one of the work year for the positions mentioned in the paragraph above.

For example, in 2025-2026 PGAEA is required to work 188 days, therefore the Supervisor of Special Education and all Level III employees would be responsible to work those 188 days, plus however many extra days up to and including their yearly required total.

3. If necessary, Level I – Supervisor of Special Education and Level III employees may be asked by their immediate supervisor to work hours above and beyond their assigned days. Compensation will be set at \$35.00 per hour for work completed. Any work above and beyond the employees assigned number of days must be pre-approved in writing and a time sheet completed.

### **Holidays**

1. The Act 93 Management Team will receive the same Holidays off as delineated in the PGAEA Collective Bargaining Agreement. Since professional staff does not work in the summer, Level I (minus the Supervisor of Special Education) and Level II Act 93 employees will be off for Independence Day and the first work day after.

### **Inclement Weather / Virtual Days**

1. On days' school is closed due to inclement weather, Act 93 employees are not obligated to report to work, unless specifically requested by the Supervisor (i.e winter clean-up crew).

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2. Virtual days are considered work days and Act 93 employees may choose to work from home or the office.

### **Vacation Leave**

1. Act 93 Level I and Level II employees will receive twenty (20) vacation days. Level I – Supervisor of Special Education will receive five (5) vacation days. Paid vacation days per year to be taken from July 1<sup>st</sup> through June 30<sup>th</sup>, with an automatic extension until August 15<sup>th</sup>.

Beginning with the seventh (7th) year of Pine Grove Area Act 93 Service:  
Twenty-Two (22) vacation days;

Beginning the fifteenth (15th) year of Pine Grove Area Act 93 Service: Twenty-Four (24) vacation days;

Any Level I and Level II Act 93 employee shall have the right to “bank” five (5) vacation days per year, to a total of fifty (50) days. The election to bank any vacation days shall be made as of June 15<sup>th</sup> of the applicable year. (This paragraph will become effective upon board approval of this agreement.)

Act 93 employees shall have the right to convert non-banked vacation days to sick days.

Act 93 Level III employees do not receive vacation days.

All leave will be pro-rated upon entry/exit from district employment,

2. Level I or Level II Act 93 employees shall be compensated for the number of vacation days and banked vacation days at their per diem rate effective at the time of their death, retirement or termination of employment, provided their employment has not been terminated by the district, and provided further, said Level I or Level II employee has been employed by the district as a Level I or Level II employee for a minimum of five (5) years consecutive in PGASD. Current year days will be pro-rated.
  - a. If an Act 93 employee terminates employment before eligibility is attained, banked vacation leave may be converted to sick leave at the rate of two (2) vacation days equaling two (2) sick days.

### **Sick Leave**

1. Twelve (12) days annually for Level I and Level II employees, Ten (10) days annually for Level III employees, cumulative without limit. All current year leave will be pro-rated upon entry/exit from district employment.

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2. Reimbursement for Act 93 employees of PGASD at the time of retirement will be as follows: The district will make a non-elective employer contribution to a 403(b) retirement program, from the existing district vendor list, for each eligible retiring Act 93 employee in the amount designated in the most current PGAEA contract.
3. Act 93 employees will have the opportunity to sell back up to five (5) current year sick days. The business manager must be notified no later than June 15<sup>th</sup> of this intent. The rate for sell back will be determined by the current teacher substitute rate paid in the district, plus \$50.00. All district payments will be made into a 403(b) retirement program and must use the existing district vendor list.

### **Personal Leave**

1. All Level I, II, and Level II Act 93 employees shall be granted three (3) personal days. The total is not to exceed 20% on any given day (24-hour notice is required). No personal days shall be permitted during scheduled in-service days, before or after a holiday during the school year, or during the first or last ten days of school. Act 93 employees can accumulate up to seven (7) personal days a year. Any personal days not used beyond the accumulated seven (7) in a year (July 1<sup>st</sup> – June 30<sup>th</sup>) will be transferred to sick days.

### **Retirement**

1. Any retirement incentive that may be offered to AFSCME or PGAEA will also be offered to ACT 93 employees.

### **Life Insurance**

1. Each Act 93 employee shall be provided with term life insurance policy in the amount of \$200,000.

### **Graduate Credits**

1. Upon the approval of the Superintendent, tuition reimbursement for tuition paid by each Act 93 Member taking undergraduate or graduate courses up to a cumulative maximum dollar amount equal to but no greater than the dollar cost of twelve graduate credits at the Pennsylvania State University graduate tuition credit rate per fiscal year. (100% reimbursement). Payment will not be made if the employee does not provide evidence of the satisfactory completion (minimum grade of "B" or "PASS") of said graduate course. No reimbursement will be paid for credits earned for participation in a fellowship or when tuition is paid by a scholarship or grant. All course work must assist the individual in their respective position. If an administrator is required to attend classes during the course of a

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regular work day, said administrator may utilize available leave upon the approval of the Superintendent. This provision also provides for reimbursement of continuing education work pertaining to the individuals' respective position.

If an Act 93 employee resigns after receiving credit reimbursement, they must repay PGASD based on the following schedule.

100% before one (1) completed year from the date of credit reimbursement;

75% after one (1) completed year from the date of credit reimbursement;

50% after two (2) completed years from the date of credit reimbursement;

0% after the 3rd completed year from the date of credit reimbursement.

Upon notification of resignation to the district, the district may deduct up to 50% of the Act 93 employee's net pay from their remaining paychecks toward repayment of any tuition reimbursement owed. Remaining balance must be paid to the district in full by the date of the Act 93 employee's last paycheck from the district. This provision does not apply to retiring Act 93 Employees.

#### **Dues**

1. Each Act 93 employee will have the annual dues for two professional organizations, as appropriate to his/her position, paid by the district.

#### **Degree Advancement**

1. Each Act 93 employee will receive a \$2,000 salary adjustment if attaining a Doctoral Degree while employed by PGASD.
2. Each Act 93 employee will receive a \$1,500 salary adjustment if attaining a Masters Degree while employed by PGASD.
3. Each Act 93 employee will receive a \$1,000 salary adjustment if attaining a Bachelors Degree while employed by PGASD.
4. Each Act 93 employee will receive a \$500 salary adjustment if attaining a Associates Degree while employed by PGASD.

#### **Extra-Curricular and Co-Curricular Activities**

1. Whenever an Act 93 employee shall participate in extra-curricular or co-curricular activities covered by the agreement with Pine Grove Area Education Association, the Act 93 employee shall receive such supplemental compensation for the position as is provided by the terms of the agreement with the Pine Grove Area Education Association.

#### **Health, Vision, Dental, Income Protection Insurance**

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1. During the terms of this Management Plan, the Board shall provide such employee benefits to those individuals' covered by this plan, pursuant to the terms of the agreement with the Pine Grove Area Education Association, as amended, which shall include but not be limited to health care insurance; premium sharing; vision care insurance; dental insurance; and income protection insurance.

Medical, Vision Care and Dental Care are only available to those Act 93 employees who do not have a spouse working in the district. If your spouse works for the district, Act 93 employees are not eligible for the Medical Waiver benefit.

### **Other Benefits**

1. Conference attendance as approved by the Superintendent and Board; and will be reimbursed travel compensation for automobile use at the current IRS rate, provided that proper permission was received in advance for travel reimbursement.

### **Job Security**

1. The Pennsylvania School Code of 1949, as amended included certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. This shall apply to Act 93 employees as appropriate.

### **Meet and Discuss**

1. Representatives of the Act 93 Management Team and the Board/Designees shall meet as required or may meet as requested by either party. In the event a condition occurs that warrants immediate consideration, the Act 93 Management Team or Board/Designee may request additional meetings as necessary, provided that, when a meeting is required or requested, for which notice may be given more than three (3) days in advance of said meeting, a proposed agenda for the meeting shall be presented to the Superintendent by the Board and Act 93 Management Team at least three (3) days prior to said meeting.

### **Grievance Procedure**

1. Where a grievance has been presented to an Act 93 employee's immediate supervisor, in writing, and a satisfactory resolution of the grievance has not resulted in a written agreement executed by the grieved Act 93 employee and his or her immediate supervisor within fifteen (15) calendar days, excluding holidays, to preserve his or her grievance, such grieved Act 93 employee shall file a written request for hearing with the Board not later than twenty (20) calendar days,

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without exclusion, after the date the written grievance was first presented to that Act 93 employee's immediate supervisor.

2. If action by the board with ten (10) calendar days, excluding holiday, following a written grievance with the Board has failed to resolve the grievance to the satisfaction of the affected parties and the grievance is legally recognized independent of this Plan, the grieved party may take such action as authorized by law.

**Full Understanding**

1. It is the intent of the parties that this plan shall incorporate their full understanding on the subject covered. In those instances, where the agreement with the Pine Grove Area Education Association is referred to such reference shall be limited to the specific subject covered by that reference in the Agreement and Amendments which term ends June 30, 2031.

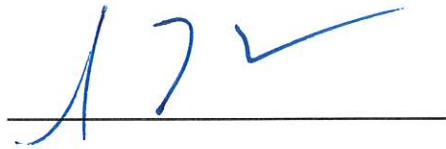
IN WITNESS WHEREOF, the parties hereto have caused this plan to be executed this 19th day of February, 2026.

**ACT 93 REPRESENTATIVES**



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**SCHOOL BOARD PRESIDENT**



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**WITNESS**



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