



**YORK
SUBURBAN
SCHOOL
DISTRICT**

**ACT 93
ADMINISTRATIVE COMPENSATION
AND
RETENTION PLAN**

**July 1, 2023
THROUGH
June 30, 2028**

(Approved _____)

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ADMINISTRATIVE COMPENSATION
AND
RETENTION PLAN**

YORK SUBURBAN SCHOOL DISTRICT

**July 1, 2023
THROUGH
June 30, 2028**

*In witness whereof the parties have hereunto set their
hands and seals this ___ day of _____, 2023.*

President
York Suburban School Board

Administrative Representative

Personnel Committee Chair
York Suburban School Board

Administrative Representative

Secretary
York Suburban School Board

Administrative Representative

YORK SUBURBAN SCHOOL DISTRICT ADMINISTRATIVE COMPENSATION AND RETENTION PLAN

The Board of School Directors ("Board") of the York Suburban School District ("District") adopts the following Administrative Compensation Plan pursuant to the "Public School Code of 1949," as amended, Section 1164. The Board recognizes the importance of maintaining an effective Management Team to strengthen the administration and educational programs of the District, and to establish and improve communications, decision making, conflict resolutions, and other relationships among the members of the Team.

I. Term of the Compensation Plan

This plan is effective July 1, 2023, and shall continue until June 30, 2028.

II. Definition

The term "Administrator" shall include the following positions for the purposes of this plan. Listing of these positions does not guarantee that all positions will remain in place during the term of the Plan.

A. Professional Administrative Positions

- Elementary Assistant Principal
- Elementary Principal
- High School Principal
- High School Assistant Principal
- Middle School Principal
- Middle School Assistant Principal

B. Support Services Professional Administrative Positions

- Assistant Director of Facilities
- Assistant Director of Pupil Services
- Athletic Director
- Director of Accounting Services
- Director of Curriculum and Instruction
- Director of Facilities
- Director of Human Resources
- Director of Pupil Services
- Director of Technology

III. Salary Determination

A. Starting Salaries

Starting salaries for new Administrators are determined by reference to position evaluation criteria taking the following elements into account: Education required, experience, application of knowledge, supervisory responsibility, increase in salary for other professional personnel, time requirements and placement in the minimum and maximum salary ranges determined for each position.

Any Professional Administrative Position and Support Services Administrative Position will be placed at a rate no less than the minimum salary based upon the current year PSBA Salary Range.

B. Annual Increase

Administrators will be eligible to receive up to a 3.0% salary increase each year of the agreement.

Year 1 – 3.0% increase
Year 2 – 3.0% increase
Year 3 – 3.0% increase
Year 4 – 3.0% increase
Year 5 – 3.0% increase

C. Salary Adjustments

Administrators whose salary is below the PSBA Mid-Point after two (2) years of service in their role, consistently rated at Proficient and above, are entitled to a salary adjustment up to seventy-five (75) percent of the gap between the projected salary with earned increases and the PSBA Mid-Point, at the discretion of the Superintendent. Administrators whose salary is below the PSBA Mid-Point after three (3) years of service in their role, consistently rated at Proficient and above, are entitled to a salary adjustment up to the amount necessary to eliminate the gap between the projected salary with earned increases and the PSBA Mid- Point, at the discretion of the Superintendent.

D. Exceptions to Annual Maximum Salary

An Administrator's base salary may not exceed the maximum salary range for their respective position. Existing Administrators with a salary over the maximum of the range will receive a lump sum payment, deposited into the Administrator's 403(b), based upon the percentage increase, however, they will have their base salary frozen.

NOTIFICATION: During the term of this Agreement, any Administrator who receives an unsatisfactory rating for a prior year will not be eligible for any salary increase, to the extent permissible, in the following year or until a satisfactory rating is achieved. Any Administrator rated unsatisfactory or needs improvement shall receive a letter from

the superintendent outlining the areas of deficiency and suggesting changes of behavior which might lead to improvement. Progress evaluations and reports will be completed quarterly.

E. Superintendent Authority

The Superintendent, with concurrence from the board, shall have the authority to make salary adjustments for:

- Performance recognition (positive or negative)
- Market Adjustment
- Reclassification of personnel
- Correction of error in application

IV. Salary Ranges

The 2023-2024 salary schedule, set forth by PSBA's annual mid-point calculation is shown in Addendum A. Addendum A will be updated annually and distributed upon receipt to all Administrators covered in this plan.

V. Fringe Benefits

The following fringe benefits shall apply to all Administrators covered by this Plan:

A. Term Life Insurance

The District will provide group term life insurance with accidental death and dismemberment benefits in the amount of 2.5 times the actual salary rounded to the next highest \$1,000.

B. Health, Dental and Vision Insurance; Work-Related Injuries Absences, and Wages

The District will provide for the Administrator and family the same benefits equal to those provided under any current agreement between York Suburban Education Association unless specifically specified in this agreement. Administrator contributions will be those set forth in the Agreement between the Board and the York Suburban Education Association which is in place during the duration of this Plan. If any changes in benefits are made to such Agreement, such changes will be implemented with Administrators at the same time

C. Disability Insurance

The District will provide long-term disability insurance in the amount of 66 2/3% of the Administrator's salary. Coverage is to begin 91 days from last day worked, or with the expiration of accumulated sick leave, whichever comes later, and continuing to age 65. Benefits will be coordinated with Social Security, workers' compensation, and retirement provisions, if applicable.

D. Sick Leave

The District will provide twelve (12) days of sick leave annually for all twelve-month Administrators. There is no maximum on the number of sick days Administrators may accumulate.

E. Family Illness Leave/Funeral Extension Leave

The Administrator is entitled to use up to twelve (12) of his/her accumulated sick leave days per year for illness in the immediate family as defined in the Family Illness Leave/Funeral Extension Leave section of the most current Agreement Between the Board of School Directors of the York Suburban School District and the York Suburban Education Association at the time of the requested leave.

One (1) of the above days may be used for absence for the funeral of a near relative or near relative of a spouse as defined in the most current Agreement Between the Board of School Directors of the York Suburban School District and the York Suburban Education Association at the time of the requested leave. This day can only be used if the funeral is over 100 miles away from the center of York, Pennsylvania.

F. Bereavement Leave

The District will provide up to five (5) days bereavement leave due to the death of an immediate family member and up to one (1) day for a near relative.

G. Personal Leave

Administrators will be provided three (3) personal days per year. Personal days will not be carried from year to year. Effective June 30, 2024, and each subsequent June 30, upon written request from the employee to the business office, three (3) personal days will be paid out at 60% of the administrator's per diem rate as a non-elective employer contribution to a 403(b)-tax sheltered annuity account.

H. Holidays

Between the first and last day of school, Administrators will follow the school calendar. Additional holidays: Memorial Day (when applicable); July 4. If July 4 falls on a Friday, Saturday or Sunday, Administrators must utilize the July 4 vacation day during the month of July.

Administrators may utilize up to three (3) virtual work days while school is not in session (June/July/August) and with pre-approval from their direct supervisor.

I. Vacation

All twelve (12) month Administrators will receive twenty (20) vacation days per year. Each Administrator may carry over ten (10) vacation days per year to a maximum of thirty (30). Vacation days requested while school is in session must be approved in advance by the Superintendent and must not conflict with major activities which

require administrative coverage. Vacation days may be used to meet emergency obligations at any time with the approval of the Superintendent. Annual unused vacation days in excess of the maximum of thirty (30) may be utilized through December 31 of the school year following the school year in which they were originally earned. Vacation will be prorated for Administrators beginning service after the start of the fiscal year.

J. Courtesy Leave Day

One day of courtesy leave (without loss of pay) will be granted to Administrators on recognized religious holidays. These days are to be granted to Administrators who do not recognize the religious holidays normally accounted for in the regular school calendar.

K. Unpaid Leave of Absence

Maternity Leave: Administrators shall be granted maternity leave as provided by the School Code or as required by law.

Sickness and Disability: An Administrator shall return to a similar or equivalent position following his/her sickness or disability provided he/she notifies the District no later than April that he/she will return within one (1) year of the date his/her sickness or disability leave began or September 1, whichever is later, and does so return. The Board may accept the findings of the Administrator's physician as to the Administrator's sickness or disability or have an independent examination by a physician selected by the Board. Any disagreement between the findings of the Administrator's physician and the District's physician shall be resolved by a third physician selected by the first two physicians. The words "sickness" and "disability" as used in this paragraph shall not include maternity leave situations which are covered by the preceding paragraph.

L. Service Increment

Administrators in the District will receive service increments (to be added to the base salary) based on years of consecutive administrative service to the district and satisfactory evaluation. Three (3) years of administrative service= \$850, five (5) years add \$450 and each five (5) years thereafter add \$550. Service Increments are not retroactive.

M. Graduate Credit Reimbursement

The District will provide full graduate credit reimbursement provided that the Administrator signs a Letter of Agreement (See Addendum B) agreeing to remain an Administrator of the York Suburban School District for two (2) full calendar years from the date of the last full graduate credit reimbursement. This applies to the reimbursement of all pre-approved graduate courses taken by the Administrator. Pre-approval must be obtained from the Superintendent and reimbursement will follow immediately upon receipt of an official transcript illustrating successful completion of

the course with a grade equivalent of C or higher. Should the Administrator leave within two (2) calendar years of a course's completion, for any reason other than retirement, including disability retirement, death, suspension or termination through no fault of their own, or any unique circumstance deemed appropriate by the Superintendent, the Administrator will be responsible for paying the District any credit reimbursements received during the prior two (2) calendar years (up to four (4) total years of agreement) of course completion at 50% for the cost of the credit(s). The twenty-four (24) month period begins on the date of the course reimbursement.

N. Professional Dues

The District will pay (annually) for the membership of Administrators in professional organizations of their choice, not to exceed the membership dues in a local, state, and national organization representing elementary or secondary principals.

O. 403(b) Contributions

The District will contribute to an Administrator's 403(b) at a rate of \$0.25 for every \$1.00 contribution by that Administrator to a maximum employer contribution of \$2,000 annually.

P. Retirement Benefits

Eligibility: To be eligible for the retirement benefits outlined in this section the Administrator must retire from the Pennsylvania School Employees Retirement System. Building principals must submit a written letter of retirement on or before February 15 specifying a retirement date between June 15 and July 15. All other Administrators subject to this Agreement must submit a written letter of retirement specifying a retirement date at least four (4) months in advance of the specified date.

An Administrator who fails to submit a letter of retirement within appropriate time frame stated above but experiences extreme changes in the status of his/her health and/or other extreme circumstances which occur between the deadline and the end of the same school year may request in writing a waiver of the deadline requirement. It is the Board's exclusive right to decide to grant or deny the request for a waiver of said provision.

Health Benefits: An Administrator who retires after a minimum of ten (10) years of consecutive administrative service with the District shall be entitled to health benefits available to the employees of the district, for the Administrator only, until the earlier of ten (10) years from the date of retirement or until Administrator reaches the age of Medicare eligibility. The retiring employee's premium share shall be equal to that of that of the active employee, less the amount received from PSER's Health Assistance. If the Health Plan programs change for the District, it will also change for the retiree. Remaining costs for this insurance not covered by the employee's share and PSERS insurance payment made to retirees will be paid

by the District. The retiring Administrator must elect this benefit at the time of retirement.

Service Benefit: An Administrator who retires from the District shall be entitled to a service benefit of \$500 per year of administrative service in the District. The amount may not exceed \$10,000. This amount can be taken as a lump sum at the time of retirement or the District will deposit the amount in a 403(b) tax sheltered annuity account of the Administrator's choosing. If choosing the 403(b) option, the Administrator must set this account up prior to retirement with an approved vendor who will be responsible for monitoring the program.

Unused Vacation: Up to twenty (20) days of unused vacation leave will be paid (at per diem rate) by the district to an Administrator retiring with at least five (5) years of administrative service in the district. Employees in their final year of employment will have vacation days applied at a prorated amount in accordance with the date of retirement.

Unused Sick Days: Every Administrator upon retirement from employment with the District after ten (10) consecutive years of such employment with the district and who provides a letter of resignation in accordance with the requirements stated above will have access to the same benefits of unused sick days as outlined in the most current collective bargaining agreement. Employees in their final year of employment will have sick days applied at a prorated amount in accordance with the date of retirement.

The District shall make a non-elective contribution to the Administrator's 403(b) retirement program in an amount equal to that described above. The Administrator shall receive no cash option. The Administrator must establish a 403(b) account prior to separation of service and shall maintain the 403(b) account until all non-elective employer contributions have been made or the Administrator will forfeit the benefit. Should the Administrator die prior to receiving all 403(b) payments due, the District shall make the maximum payment allowed by IRS regulations to the Administrator's 403(b) account. Contributions are limited to IRS 415 limits. Excess contribution will be made to the Administrator's retirement account in the next subsequent year up to the 415 limit.

VI RESIGNATION

All professional employees, as outlined in Pennsylvania School Code, are subject to provide a minimum 60 calendar days' notice of their intent to separate from the District. The Superintendent has the right to adjust the minimum 60 days.

Non-certification holding members of this agreement (not outlined in PA Code) are also subject to provide a minimum 60 calendar days' notice of their intent to separate. Failure to provide notice 60 days in advance may result in the forfeiture of fringe benefits outlined in this contract. The Superintendent has the right to adjust the minimum 60 days.

Addendum A – Annual Salary Ranges

Annual Salary Increases will take into account the following Salary Ranges, provided by the Pennsylvania School Boards Association (PSBA), reflecting market movement for Administrators in the York Suburban School District market.

Act 93

2023-2024 Salary Ranges

Effective July 1, 2023 <u>Position</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Professional Administrative Positions			
HS Principal	\$120,263	\$144,315	\$168,368
Middle School Principal	\$115,664	\$138,797	\$161,930
Elementary Principal	\$107,834	\$129,401	\$150,968
High School Assistant Principal	\$94,316	\$113,179	\$132,042
Middle School Assistant Principal	\$94,316	\$113,179	\$132,042
Elementary Assistant Principal	\$88,424	\$106,109	\$123,794
Support Services Professional Administrative Positions			
Director of Curriculum and Instruction	\$115,664	\$138,797	\$161,930
Director for Pupil Services	\$115,664	\$138,797	\$161,930
Athletic Director	\$107,834	\$129,401	\$150,968
Director of Facilities	\$107,834	\$129,401	\$150,968
Director of Technology	\$107,834	\$129,401	\$150,968
Director of Accounting Services	\$107,834	\$129,401	\$150,968
Director of Human Resources	\$107,834	\$129,401	\$150,968
Assistant Director for Pupil Services	\$94,845	\$113,814	\$132,782
Assistant Director of Facilities	\$88,424	\$106,109	\$123,794

Addendum B – Letter of Agreement for Service Following Full Reimbursement of Graduate Credits

LETTER OF AGREEMENT FOR SERVICE FOLLOWING FULL REIMBURSEMENT OF GRADUATE CREDITS FOR YORK SUBURBAN SCHOOL DISTRICT ADMINISTRATORS

It is agreed that the undersigned will remain an Administrator of the York Suburban School District for two (2) full calendar years from the date of the last full graduate credit reimbursement. This Letter of Agreement applies to the reimbursement of all pre-approved graduate courses taken by the undersigned.

Pre-approval will be obtained from the Superintendent and reimbursement will follow immediately upon receipt of an official transcript illustrating successful completion of the course with a grade equivalent of C or higher.

This Letter of Agreement must be submitted with each new course or semester request. Should the Administrator leave within two (2) calendar years of a course's completion, for any reason other than retirement, including disability retirement, death, suspension or termination through no fault of their own, or any unique circumstance deemed appropriate by the Superintendent, the Administrator will be responsible for paying the District any credit reimbursements received during the prior two (2) calendar years (up to four (4) total years of agreement) of course completion at 50% for the cost of the credit(s). The twenty-four (24) month period begins on the date of the course reimbursement.

Administrator authorizes, pursuant to the Pennsylvania Wage Payment and Collection Law, District to withhold from Administrator's final pay check as repayment (including base salary, bonuses and/or expense reimbursements) any monies that Administrator owes to District related to tuition reimbursement payments. If the District is required to file a legal action to collect tuition reimbursement payments made to Administrator and is awarded a judgment against Administrator, District shall be entitled to recover reasonable attorneys' fees from Administrator.

Administrator acknowledges that by signing this Letter of Agreement, Administrator is not receiving financial aid from any other source, either partially or in full, for any of the requested tuition reimbursements. Administrator acknowledges that tuition benefits paid by District are subject to reduction if Administrator receives tuition assistance benefits from another source.

Administrator acknowledges that nothing in this Letter of Agreement constitutes a commitment or guarantee on the part of District to provide Administrator employment for any specific period of time or duration.

This Letter of Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior written or oral agreements or understandings between the parties concerning the subject matter hereof.

Course(s)	Start Date	Completion Date

Signature of Administrator

Signature of Superintendent
