EMPLOYMENT CONTRACT BETWEEN DR. AMY SICHEL AND THE BOARD OF SCHOOL DIRECTORS OF THE ABINGTON SCHOOL DISTRICT DATED: MAY 26, 2015

### I. PARTIES

1. The parties to this Employment Contract ("Employment Contract") are the Board of School Directors of the Abington School District (referred to as the "Board" and the "School District" respectively) and Dr. Amy Sichel ("Dr. Sichel").

### II. RECITALS

- 2. Dr. Sichel is presently employed as Superintendent of Schools of the Abington School District and has served as Superintendent of Schools of the School District since 2001 and has continuously served the School District and provided exemplary service since 1976 (for approximately the past 40 years);
- 3. By resolution dated May 26, 2015 the Board reappointed Dr. Sichel to serve in the position of Superintendent of Schools for a five (5) year term commencing the 3rd day of February, 2016 and terminating the 2nd day of February, 2021;

**NOW, THEREFORE**, the parties intending to be legally bound hereby agree as follows:

### III. EMPLOYMENT AS SUPERINTENDENT OF SCHOOLS

4. Employment as Superintendent of Schools. School District does hereby employ Dr. Sichel as Superintendent of Schools to perform the usual duties of the position and duties in connection with such employment (as set forth in the job description attached as Attachment 1) and such other duties as the School Board may assign for a term of five (5) years beginning February 3, 2016 and ending February 2, 2021 ("Agreement Term"). Each year of the Agreement Term shall constitute a "contract year." This Employment Contract shall terminate immediately upon the expiration of the Agreement Term on February 2, 2021,

unless the Employment Contract is sooner modified or terminated in accordance with this Employment Contract or allowed to renew automatically in accordance with Section 1073(b) of the School Code.

- 5. Dr. Sichel agrees to perform the duties hereby required and to do so in accordance with the law, the School Code, and the rules and regulations adopted by the School District for the governance of the school system.
- 6. Dr. Sichel agrees not to request a sabbatical leave during the Agreement Term except for restoration of health purposes.
- 7. Dr. Sichel agrees to devote her time, attention, energies, and skills to her position as Superintendent during the Agreement Term. However, she may undertake and may be compensated for outside work including consultative work, speaking engagements, writing, lecturing or other professional duties and obligations (including but not limited to teaching of undergraduate and graduate courses) provided the Board is informed and provided these undertakings do not interfere with her full-time duties as Superintendent.

### IV. COMPENSATION

8. Consistent with past practice, the salary for the period commencing July 1st of each year shall be paid during the compensation year period commencing July 1st through June 30th of each year for the Agreement Term. The annual salary shall be prorated for the last year of this Employment Contract ending February 2, 2021. Dr. Sichel's annual salary as School District Superintendent in effect on July 1, 2015 will continue as her base salary in this Employment Contract beginning February 3, 2016. The Board establishes Dr. Sichel's annual salary effective July 1, 2015 at her base salary for the 2014-15 school year increased by five percent (5%). Additionally, on or about July 1, 2015, the District shall pay Dr. Sichel an

- additional monetary bonus (not added to base salary) in an amount no less than the monetary bonus provided to Dr. Sichel in November 2014.
- 9. Dr. Sichel's salary may not be reduced during the Agreement Term. Any increase in salary during the Agreement Term shall be at the sole discretion of the Board. The annual salary shall be paid to Dr. Sichel in accordance with the schedule of salary payments in effect for its full-time administrative employees.
- 10. The Board shall evaluate the performance of Dr. Sichel on or before July 1<sup>st</sup> of each contract year in accordance with the provision of this Employment Contract. Commencing July 1, 2016 and July 1<sup>st</sup> of every succeeding year of this Employment Contract, in addition to any base salary increase awarded by the Board, if Dr. Sichel has achieved the mutually established objective performance standards (which objective performance standards are attached hereto and incorporated herein as Attachment 2) in accordance with this Employment Contract, Dr. Sichel shall receive a bonus payment in an amount no less than the monetary bonus paid to her in November 2014. The bonus payments shall be paid to Dr. Sichel effective July 1, 2016 and effective July 1<sup>st</sup> of every succeeding year of this Employment Contract and shall not be part of the base salary for any succeeding year. The District and Dr. Sichel agree that such bonus payments are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System ("PSERS") retirement pension benefits and, therefore, neither an employee nor an employer contribution is due on the payments nor are the payments includable in calculating PSERS benefits.

### V. EMPLOYMENT BENEFITS

### 11. Retention Payment

- a. The Board wishes to ensure an orderly transition in the event that Dr. Sichel voluntarily terminates her employment with the District prior to the end of the Agreement Term. With that in mind, the District shall pay Dr. Sichel a retention payment ("the Retention Payment") on the following dates and in the following amounts if she remains in actual and active working service (as opposed to being on a terminal long-term (in excess of 90 days) unpaid or paid leave) on the date preceding the due dates as follows:
  - i. June 30, 2017 Fifteen Thousand Dollars (\$15,000);
  - ii. June 30, 2018 Thirty Thousand Dollars (\$30,000); and
  - iii. June 30, 2019 Twenty Thousand Dollars (\$20,000).
- b. Dr. Sichel shall not be entitled to the Retention Payment for a given year if she unilaterally terminates this Employment Contract and fails to provide the written notice of termination as required in accordance with Paragraph 27B of this Employment Contract. Any payment made in the preceding year(s) shall not be revoked, however.
- c. The District shall make such Retention Payments to Dr. Sichel within thirty-one (31) days of the due date to which each such Retention Payment applies as set forth herein and no Retention Payment shall be revoked due to the occurrence of any event after the due date of each such Retention Payment.
- d. The District and Dr. Sichel agree that such Retention Payments are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System

("PSERS") retirement pension benefits and, therefore, neither an employee nor an employer contribution is due on the payments nor are the payments includable in calculating PSERS benefits.

12. Vacation Leave and Holidays. Dr. Sichel shall carry forward in this Employment Contract and be credited on the first day of this Employment Contract with all of her days of unused vacation leave accrued during her employment with the School District. In addition, Dr. Sichel shall receive thirty (30) days of vacation leave with full pay each year of this Employment Contract, which shall be effective and credited in full on July 1, 2015 and on July 1<sup>st</sup> of each subsequent year of the Agreement Term and which shall be in accordance with Board Policy: "Vacations - Central Staff Professional Employees", or its successor. Vacations shall be taken with due regard to the operation of the school system. The unused portion of such allowance of vacation leave shall accrue from year to year without limit. The Board Secretary shall maintain an annual statement of Dr. Sichel's accrued vacation leave, including days previously used and/or surrendered pursuant to this Employment Contract, which statement shall be provided to Dr. Sichel on the First day of this Employment Contract and on or before July 1<sup>st</sup> of each subsequent year of this Employment Contract unless another date is mutually agreed upon by the Board and Dr. Sichel.

At the time this Employment Contract is terminated for any reason, whether voluntarily or involuntarily, the School District shall pay Dr. Sichel, or her estate if she dies during her employment, for unused vacation leave accumulated (and not previously used or surrendered for payment), at which time the School District shall pay Dr. Sichel 100% of her then-current per diem rate of pay for each day of unused vacation leave. ("Per diem rate of pay" as the

term is used throughout this Employment Contract shall equal Dr. Sichel's gross annual salary divided by 227).

Such payment for unused vacation leave shall be made in the form of a lump sum payment to Dr. Sichel provided, however, that Dr. Sichel may designate a portion or all of the payment to the maximum amount allowed by law as an employee contribution to her 403(b) Plan, 457(b) Plan, Flexible Premium Life Insurance policy and/or any other investment recognized by the Internal Revenue Code or supporting regulations as a vehicle for tax deferral. Any amounts payable under this section shall be paid to Dr. Sichel no later than sixty (60) days after the effective date of Dr. Sichel's termination from employment with the School District. In addition, Dr. Sichel shall be entitled to receive, with full pay, all holidays available to School District administrative employees.

### 13. Sick Leave

Dr. Sichel shall carry forward in this Employment Contract and be credited on the first day of this Employment Contract with all of her days of unused sick and auxiliary sick leave accrued during her employment with the School District. In addition, Dr. Sichel shall receive twelve (12) days of sick leave with full pay each year of this Employment Contract, which shall be effective and credited in full on July 1, 2015 and on July 1<sup>st</sup> of each subsequent year of this Employment Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit. The Board Secretary shall maintain an annual statement of Dr. Sichel's accrued sick leave, including days previously used and/or surrendered pursuant to this Employment Contract which statement shall be provided to Dr. Sichel on the First day of this Employment Contract and on or before July 1<sup>st</sup> of each subsequent year of this Employment Contract unless another date is mutually agreed upon by the Board and Dr. Sichel.

Dr. Sichel may use her days of sick and auxiliary sick leave to care for her spouse, children, grandchildren, or someone to whom Dr. Sichel is the legal guardian. Sick days used for such purpose will be deducted from her allocated sick leave in the same manner as those used for her own illness.

At the time this Employment Contract is terminated for any reason, whether voluntarily or involuntarily, the School District shall pay Dr. Sichel, or her estate if she dies during her employment, for unused sick and auxiliary sick leave accumulated (and not previously used or surrendered for payment) in an amount equal to the sum of the following: (a) 95% of Dr. Sichel's then-current per diem rate of pay for each of the first one hundred (100) days of unused sick leave; plus (b) 75% of Dr. Sichel's then-current per diem rate of pay for each of the next fifty (50) days of unused sick leave; plus (c) 50% of Dr. Sichel's then-current per diem rate of pay for each remaining day of unused sick leave.

Payment for unused sick leave at the time this Employment Contract is terminated, shall be made in the form of a non-elective employer contribution into a 403(b) Plan for Dr. Sichel in the year of her termination from service with the School District, provided such contribution shall not exceed the contribution limits for such payment under section 415(c) of the Internal Revenue Code for the year. If the amount owed to Dr. Sichel under this provision exceeds the applicable contribution limits for the year of her termination from employment with the School District, the remaining amount shall be contributed in the form of a non-elective employer contribution into Dr. Sichel's 403(b) account in subsequent years until such payment is fully made, subject to the limitations of the Internal Revenue Code. Dr. Sichel shall have no option to receive a cash benefit for unused sick leave at the time this Employment Contract is terminated.

- 14. Bereavement Leave. Dr. Sichel shall be entitled to three (3) days of bereavement leave, with full pay, because of a death in her immediate family. "Immediate family" is defined as brother, spouse, daughter, son-in-law, grandchild, "near relative" residing in the same household or any person with whom the Superintendent lives. Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as Superintendent's aunt, uncle, niece, nephew, first cousin, grandparent, brother-in-law, or sister-in-law. Dr. Sichel may use additional days of sick leave for bereavement, in her sole discretion.
- 15. Health Care Coverage. Effective July 1, 2015, the School District shall provide Dr. Sichel and her spouse with full health care coverage (defined as full medical/hospitalization, prescription, vision and dental coverage) at least equal to the highest level of health care coverage offered to School District administrators pursuant to the Memorandum of Understanding/Agreement between the School District and the Abington Supervisors and Administrators Association ("ASAA") adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The "highest level of health care coverage" as used throughout this Employment Contract shall mean the Independence Blue Cross Personal Choice C2F202 PPO, Delta Dental PPO, Independence Blue Cross Vision Insurance Program and Independence Blue Cross Prescription Drug Program as such programs are described in the Memorandum of Understanding/Agreement between the School District and the Abington Supervisors and Administrators Association ("ASAA") adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) in effect on July 1, 2015 and the Benefit Summaries for such Coverage as attached hereto and incorporated herein as

Attachment 3. Effective July 1, 2015, in no event shall Dr. Sichel be required to pay any "buy-up" or additional premium cost for her health care coverage beyond the basic employee premium contribution required for medical insurance. The District shall pay the difference in premium cost, if any, for the highest level of health care coverage for Dr. Sichel and her spouse.

16. Professional Association Memberships. The School District shall pay the full cost of Dr. Sichel's annual membership and participation in professional associations, including the American Association of School Administrators (AASA), the Pennsylvania Association of School Administrators (PASA), and the Montgomery County Superintendent's Academy or its equivalent.

### 17. Professional Development and Travel Expenses

The School District will provide during the Agreement Term Eight Thousand Dollars (\$8,000.00) per year for the use of Dr. Sichel for appropriate travel and continuing education related to her position. To the extent this amount or any part thereof is not used in any given year, such amount shall not be carried over to the succeeding year. Effective July 1, 2015, the Superintendent may use additional funds for travel and continuing education related to her position as approved by the Board with funds designated from AASA as the "Superintendent's Subsidy -- AASA". In addition, travel expenses for the use of Dr. Sichel's personal automobile for the School District's business shall be reimbursed at the highest rate per mile allowed by the Internal Revenue Service.

18. Other Employment Benefits. Dr. Sichel shall receive any and all other employment benefits and incentives scheduled or provided by the Board of School Directors for the central professional staff of the School District, including group term life insurance, to the extent

that such benefit is not inconsistent with any benefit provided for herein. In the case of conflict, the benefit provided for herein shall govern. Any increase or improvement in benefits and incentives extended to School District central professional staff during the Agreement Term will also be extended to Dr. Sichel and become part of this Employment Contract. Any decrease or reduction in benefits or incentives to School District employees that affect this Employment Contract will not reduce the benefits and incentives provided to Dr. Sichel during the Agreement Term but may be discussed upon any Employment Contract renewal. Nothing contained herein shall preclude the School District from providing additional benefits and incentives to Dr. Sichel as may be agreed to by the parties.

- 19. Other Employment Benefits. The School District shall pay Ten Thousand Dollars (\$10,000.00) in July of each contract year commencing in July 2015 towards a Flexible Premium Variable Universal Life Insurance policy established pursuant to the August 26, 2003 employment agreement between the School District and Dr. Sichel or to an investment designated by Dr. Sichel and recognized by the Internal Revenue Code as a vehicle for tax deferral. This annual Ten Thousand Dollar (\$10,000.00) payment shall cease in the event that Dr. Sichel's employment as Superintendent with the District terminates at any time prior to July 1 of the contract year in which the next payment is to be made.
- 20. Other Employment Benefits. On or by July 1<sup>st</sup> of each contract year commencing July 1, 2015, the School District shall contribute an amount equal to seven percent (7%) of Dr. Sichel's previous year's base salary per year (total rounded up to the nearest hundredth dollar) to an investment designated by Dr. Sichel and recognized by the Internal Revenue Code as a vehicle for tax deferral.

- 21. Other Employment Benefits. Additionally, Dr. Sichel may participate in such an employer paid tax sheltered annuity plan consistent with the IRS Treasury Regulations to which additional contributions by the School District shall be made as follows:
  - a. Effective July 1, 2015, if Dr. Sichel has a balance of more than fifty (50) unused sick days, she may, at any time designated by her during a contract year, surrender as set forth herein, unused sick days in an amount up to the maximum amount allowable by the Internal Review Code; and
  - b. The School District's contribution for such surrendered sick days shall be the amount equal to the value of the total of days surrendered for each year based on 95% of her then-current per diem rate of pay. At the election of Dr. Sichel, she may substitute unused vacation days in place of sick days. For any vacation days substituted for sick days, the School District's contribution shall be the amount equal to the value of the total of vacation days surrendered for each year based on 100% of her then-current per diem rate of pay.
  - c. Notwithstanding the foregoing, the value of sick and/or vacation days surrendered in a contract year may not exceed the IRS limit on annual contributions to whatever investment or investments are designated by Dr. Sichel and recognized by the Internal Revenue Code as a vehicle for tax deferral for the year in which they are surrendered.

### VI. VESTED BENEFITS AND POST-RETIREMENT BENEFITS

22. <u>Vested Benefits</u>: The employment agreements relating to Dr. Sichel's prior service as District Superintendent have entitled her to certain benefits that are not contingent upon her performing any additional current or future services on behalf of the District ("vested benefits"). Nothing in this Employment Contract is intended to or should be read as

restricting, curtailing, superseding or otherwise altering in any way Dr. Sichel's entitlement to these vested benefits. For purposes of explanation only, these vested benefits are as follows:

In addition to any life insurance provided pursuant to this Employment Contract, the School District shall pay the annual premium ("annual premium") for a term life insurance policy in the face amount of \$650,000 on the life of Dr. Sichel, owned and to remain owned by Dr. Sichel. The School District shall pay the annual premiums for such life insurance policy until Dr. Sichel reaches the age of 72 or dies whichever occurs first. These vested benefits and corresponding obligation of the School District shall continue through the Agreement Term and shall survive the termination of this Employment Contract.

### 23. Post-Retirement Health Insurance Benefits

The School District and Dr. Sichel recognize and agree that based upon her prior service to the School District and the School District's previous contractual obligations to Dr. Sichel that Dr. Sichel is entitled to post-retirement health benefits following her retirement from the School District. Further, the parties recognize and agree that Dr. Sichel may elect to retire as School District Superintendent at any time during or at the conclusion of the Agreement Term. At such time of her retirement, provided Dr. Sichel is eligible to receive normal retirement benefits (i.e. superannuation) or a disability pension from the Public School Employees' Retirement System, the School District shall provide Dr. Sichel with the following:

The School District shall pay the full premium, with no premium co-pay and without any additional "buy-up" of any premium costs by Dr. Sichel or her spouse, for full health care coverage [defined as full medical/hospitalization, prescription, vision and dental coverage

equal to or better than the highest level of coverage offered to the members of the Abington Supervisors and Administrators Association or its successor (collectively "ASAA") pursuant to the Memorandum of Understanding/Agreement between the District and the ASAA] in effect on July 1, 2015 (Attachment 3) for both Dr. Sichel and her spouse. The School District shall pay such premium in full until Dr. Sichel and her spouse both reach their respective 66th birthdays or reach the age of Medicare eligibility, whichever is later. At that time, the School District shall then pay, or reimburse Dr. Sichel or her spouse, for the remainder of the lifetimes of both Dr. Sichel and her spouse, the full premium for Medicare and Medicare Supplement coverage and Prescription and Vision and Dental coverage sufficient to afford Dr. Sichel and her spouse full health care coverage as defined herein at least equal to the highest level of coverage offered to School District administrators pursuant to the Memorandum of Understanding/Agreement between the Board and the ASAA in effect on July 1, 2015 (Attachment 3).

Even if the health care coverage as defined herein offered to the members of the ASAA at the time of Dr. Sichel's retirement or any time thereafter is not equal to or better than the highest level of health care benefits coverage offered to the members of the ASAA as of July 1, 2015 (or if no health care coverage is offered to members of ASAA at the time of her retirement or any time thereafter), Dr. Sichel and her spouse shall be entitled to health care coverage which is no less than equivalent to the highest level of health care coverage provided or offered to her or members of ASAA as of the date of this Employment Contract and the School District shall pay the full premium cost for Dr. Sichel and her spouse for such health care coverage. Notwithstanding any other provision of this Employment Contract, the School District shall pay the full premium cost and provide for such health care benefits coverage as defined

herein for Dr. Sichel's spouse even if Dr. Sichel predeceases her spouse either during the Agreement Term or following her retirement from the School District. In the event of Dr. Sichel's death, the District shall provide Dr. Sichel's spouse with such health care benefits coverage regardless of whether or not Dr. Sichel retired from the School District. The District's obligations to Dr. Sichel and her spouse for health care coverage shall survive the termination of this Employment Contract.

### VII. ANNUAL PERFORMANCE ASSESSMENT

- 24. The Board shall evaluate in writing the performance of Dr. Sichel once a year during the Agreement Term, on or before July 1st of each Contract Year, unless the parties mutually agree in writing on another date for the annual performance assessment. The annual performance assessment shall be conducted in an executive session limited to members of the Board and Dr. Sichel. An evaluation instrument and method mutually agreed upon in writing by the Board and Dr. Sichel shall be utilized for the annual performance assessment. Provided, however, that any performance assessment system selected shall require the Board to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each Board member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of Dr. Sichel is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
- 25. A copy of the written performance assessment shall be delivered to Dr. Sichel. Dr. Sichel shall have the right to make a written response to the annual performance assessment. The Board's evaluation(s) and Dr. Sichel's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or

federal law. Dr. Sichel's performance shall be deemed satisfactory and Dr. Sichel shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Employment Contract unless the Board and Dr. Sichel have mutually agreed to extend the date of the assessment in writing. In addition, the Board shall award Dr. Sichel with the bonus payment referenced in Section 10 in any year when the Board does not conduct a formal performance assessment as required by law and by July 1<sup>st</sup> in accordance with this Employment Contract.

26. The performance of Dr. Sichel shall be assessed against the objective performance standards that have been mutually agreed upon by the Board and Dr. Sichel. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of Dr. Sichel's annual performance assessment and whether or not Dr. Sichel met the agreed upon objective performance standards. No other information regarding Dr. Sichel's annual performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and Dr. Sichel hereby mutually agree to the objective performance standards which are attached hereto as Attachment 2 and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each Contract Year of this Employment Contract unless another date is mutually agreed upon by the Board and Dr. Sichel.

### VIII. TERMINATION

- 27. This Contract may be terminated prior to the end of the Term of this Contract as follows:
  - A. Dr. Sichel shall be subject to discharge and termination of this Employment Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for Dr. Sichel's dismissal and Dr. Sichel shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, Dr. Sichel shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to Dr. Sichel. Dr. Sichel shall have the right to be represented by counsel at her sole cost and expense. Provided, however, if the charges against Dr. Sichel are not sustained and/or should Dr. Sichel prevail in any hearing or appeal, the Board shall reimburse Dr. Sichel for all legal fees and expenses incurred by Dr. Sichel in the proceedings. In the event Dr. Sichel is terminated and removed from her administrative position for cause, Dr. Sichel shall not be entitled to any other termination benefits except for payment for her accumulated vacation days and sick days at the rates set forth in this Employment Contract and her Vested Benefits and Post-Retirement Health Insurance Benefits as set forth in this Employment Contract. In her discretion, Dr. Sichel may utilize accrued vacation leave prior to the effective date of her termination.
  - B. This Employment Contract may be unilaterally terminated without penalty by the resignation of Dr. Sichel at any time provided Dr. Sichel gives the Board at least sixty

(60) days' notice prior to the effective date of the resignation. If this Employment Contract is terminated in this manner, the District shall pay and provide to Dr. Sichel all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, Dr. Sichel earned, accrued and/or is entitled to in accordance with this Employment Contract through the effective date of her resignation and termination of this Employment Contract plus all Vested Benefits, Post-Retirement Health Insurance benefits and all other postemployment and post-retirement benefits provided for in this Employment Contract. The requirement of 60 days' notice will be waived by the Board in the event of Dr. Sichel's illness, disability, or normal retirement in the Pennsylvania School Employees Retirement System in the Commonwealth of Pennsylvania, or in the event that Dr. Sichel may sustain a materially adverse impact<sup>1</sup> on her pension benefits due to amendments to existing law, including but not limited to, the Public School Employees Retirement Code and Internal Revenue Code, if required to fulfill the 60 day notice requirement. In any event, Dr. Sichel shall give as much notice as practicable under the circumstances. In her discretion, Dr. Sichel may utilize accrued vacation leave prior to the effective date of her resignation.

C. This Employment Contract may be terminated by the mutual consent, in writing, of Dr. Sichel and the Board. If this Employment Contract is terminated in this manner, the School District shall pay and provide to Dr. Sichel all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and

<sup>&</sup>lt;sup>1</sup> For purposes of this subsection, "materially adverse impact" means in excess of \$10,000 dollars of lost income and pension benefits over the life of Dr. Sichel's retirement (assuming a twenty year retirement).

payment for unused leave, Dr. Sichel earned, accrued and/or is entitled to in accordance with this Employment Contract through the mutually agreed upon effective date of the termination of this Employment Contract plus all vested benefits, Post-Retirement Health Insurance benefits and all other post-employment and post-retirement benefits provided for in this Employment Contract and any additional amount mutually agreed upon by the Board and Superintendent. Provided that any additional amount agreed upon by the Board and Dr. Sichel shall be in compliance with the limitations set forth in Section 1073(e)(3) of the School Code.

In her discretion, Dr. Sichel may utilize accrued vacation leave prior to the mutually agreed upon effective date of the termination of this Employment Contract.

- D. This Employment Contract shall be terminated upon the death of Dr. Sichel at which time the School District shall pay to Dr. Sichel's spouse, estate, trusts and/or heirs all of the aggregate compensation, salary, and benefits Dr. Sichel earned, accrued and/or is entitled to under this Employment Contract through the date of Dr. Sichel's death, including payment for unused leave. The School District shall provide Dr. Sichel's spouse with health care insurance coverage as set forth in Paragraph 23 of this Employment Contract.
- 28. Prior to March 1, 2020, if either party does not wish to enter into a new Employment Contract for the continuation of Dr. Sichel as the Superintendent of the School District, it shall notify the other of such intention. It is the intent of this clause to provide the School District with sufficient time to seek a replacement should such a circumstance occur.

### IX. INTERNAL REVENUE CODE SECTION 409A COMPLIANCE

- 29. The terms of this Employment Contract and its operation are intended to comply with Section 409A of the Code. The School District and Dr. Sichel intend that this Employment Contract shall be administered, interpreted and construed in a manner consistent with Section 409A of the Code and the Treasury regulations relating thereto so as not to subject Dr. Sichel to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Agreement shall be interpreted in such a manner consistent with such intent. To the extent required by Internal Revenue Code Section 409A, with regard to any provision that provides for the reimbursement of costs and expenses, or for the provision of in-kind benefits:
  - a. The right to such reimbursement or in-kind benefit shall not be subject to liquidation or exchange for another benefit;
  - b. The amount of expenses or in-kind benefits available or paid in one (1) year shall not affect the amount available of paid expenses or in-kind benefits paid in any subsequent year; and
  - c. Such payment shall be made on or before the last day of Dr. Sichel's taxable year in which the expense occurred.
- 30. Each payment and each installment described in this Employment Contract shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Employment Contract, it is intended that any payment or benefit which is provided pursuant to or in connection with this Employment Contract which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable

requirements of Section 409A of the Code. The School District and Dr. Sichel shall cooperate to modify this Agreement as necessary to comply with the requirements of Section 409A of the Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to Dr. Sichel under this Agreement. In the event the Employment Contract does not so comply, the School District shall indemnify and hold harmless Dr. Sichel on an after-tax basis with respect to any and all taxes, interest, and/or penalties imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Employment Contract or any other plan or arrangement sponsored or maintained by the School District to the extent such tax, interest, and/or penalty is imposed as a result of any failure to comply with Section 409A of the Code with respect to such payment or benefit.

### X. PROFESSIONAL LIABILITY PROTECTION

- 31. To the extent permitted by law, School District shall defend, hold harmless and indemnify ("Indemnify") Dr. Sichel from any and all demands, claims, suits, actions, judgments and legal proceedings ("Claims") against Dr. Sichel in her individual capacity, or in her official capacity as agent and employee of the School District. This obligation shall survive the termination of this Employment Contract.
- 32. If, in the good faith opinion of Dr. Sichel, conflict exists as regards to the defense to such "Claims" between the legal position of Dr. Sichel and the legal position of the School District, Dr. Sichel may engage counsel in which event the School District shall "Indemnify" Dr. Sichel for the reasonable and actual costs of legal defense to the extent permitted by state law and not to exceed the hourly rate paid by the Board for comparable legal work. This obligation shall survive the termination of this Employment Contract.

### XI. OTHER TERMS

the law.

- 33. Due to the nature of her work schedule with the School District, it will not be a violation of any School Board Policy for Dr. Sichel to use, for personal use, District issued equipment and electronic resources, such as computers, email, phone, internet service, copy machines, fax machines, printers, scanners and the like.
- 34. If, in the future, changes in the IRS rules cause adverse tax consequences to Dr. Sichel in connection with the benefits provided for in this Employment Contract, the Board agrees to make such adjustments as will make her monetarily whole. In this context, "adverse tax consequences" means changes to the Internal Revenue Code that substantially diminishes the tax deferred status of non-salary compensation and benefits intended by this Employment Contract to be tax deferred as set forth in Section V "Employment Benefits."
- 35. This Employment Contract shall be binding upon the parties, their successors and/or assigns. The parties agree that this Employment Contract supersedes the provisions of Board policy and any other policy that could be deemed inconsistent with the terms of this Employment Contract.

  36. Should any provision of this Employment Contract be declared illegal by a court of competent jurisdiction, said provision as the case may be shall be automatically deleted from this Employment Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Employment Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer be in violation of the law, then it shall be deemed restored in full force and effect as if it had never been in violation of
- 37. This Employment Contract shall not be in violation of the provisions of applicable law.

38. This Employment Contract represents the entire agreement of the parties and supersedes any prior oral agreements or representations by the parties except as otherwise stated herein regarding the Vested Benefits and Post-Retirement Health Insurance Benefits Dr. Sichel earned and is entitled to as a result of her previous service to the Abington School District. Any alteration or modification of this Employment Contract shall be in writing approved by the Board and Dr. Sichel and signed by Dr. Sichel and an authorized officer(s) of the Board.

39. The laws of the Commonwealth of Pennsylvania shall govern all questions relative to the interpretation and construction of this Employment Contract and the performance of the parties hereunder.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused the Employment Contract to be duly signed at the date set forth above.

ABINGTON SCHOOL DISTRICT

Date: 5/26/2015

PRESIDENT

Date: 5/26/2015

TEST: Unitable

(SEAL)

DR AMY SICHEL

inexticail

Date:

5/26/2015

	<b>ATTA</b>	CHMENT	
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JOB DESCRIPTION
Abington School District
Abington, Pennsylvania

### ABINGTON SCHOOL DISTRICT ABINGTON, PENNSYLVANIA

**BOARD POLICY STATEMENT** 

**REGARDING: Administrative** 

Relationships and

Responsibilities: Board, Superintendent, and

**Principals** 

Dated:

Section:

Approved: August 26, 2008

Organization and

Administration

Supersedes/Amends Policy

See Also:

**Board Governance Section:** 

Responsibility

11/14/67, 11/15/77,

1/13/81, 1/13/87, 1/23/01

Organization and Administration Section: Table of Organization

The Board is responsible for the selection of the Superintendent who is its chief executive, administrative, and supervisory officer.

The Superintendent is designated to recommend to the Board for employment, transfer, and discharge all personnel employed by the Board.

The Superintendent is designated to recommend and put into practice, subject to Board approval, plans for the development, operation, and maintenance of the school plants and a program for interpreting to the public the purposes, practices, accomplishments, and needs of the school system.

The Superintendent is responsible for preparing the operating budget for the annual consideration of the Board.

The Superintendent is responsible for all communication regarding District matters to the members of the Board. When communication with the entire Board is not practical, the Board President will be the point of contact. In the absence of the Superintendent, the Assistant Superintendent will assume this responsibility.

The job description of the Superintendent is set forth below. Additional duties of the Superintendent may be set forth in other policies, the Superintendent's employment agreement with the District, or as provided in state and Federal law.

# Abington School District Abington, Pennsylvania

### **JOB DESCRIPTION**

TITLE:

Superintendent of Schools

**QUALIFICATIONS:** 

- 1. Letter of Eligibility to serve as a Chief School Administrator in the Commonwealth of Pennsylvania.
- 2. An advanced degree or degrees from an accredited college or university. Earned doctorate preferred.
- At least five years' experience as a school administrator with emphasis in the supervision and evaluation of educational personnel and programs and financial management.

**REPORTS TO:** 

**Board of School Directors** 

JOB FUNCTION:

Chief Executive Officer of the School District

### PERFORMANCE

RESPONSIBILITIES:

- 1. The Superintendent of Schools shall have the authority to manage and direct the affairs of the school system under the policies, rules, and regulations established by the Board of School Directors, the State Board of Education, the laws of the Commonwealth of Pennsylvania, and the laws and regulations of the government of the United States.
- 2. As the educational leader of the District, the Superintendent shall exercise initiative and guidance in the development of all aspects of the instructional program and in the efficient use of resources. He/she shall report to the Board on a regular basis the status of the instructional program of the District and the distribution of the human and physical resources required to implement that program.

- 3. The Superintendent shall have a seat on the Board and the right to speak on all matters, but not the right to vote. (Public School Code of 1949, Section 1081)
- 4. He/she shall present policies for consideration and adoption by the Board of School Directors. He/she shall be charged with the implementation of approved policies.
- 5. He/she shall recommend to the Board of School Directors the appointment, suspension, transfer, and dismissal of School District employees. He/she shall have the overall responsibility to evaluate the members of the professional staff, and he/she shall personally evaluate those members of the staff who report directly to him/her. All evaluations shall be performed in compliance with the Board's policy on the evaluation of professional staff.
- In cooperation with the Board of School Directors and with the assistance of the managerial staff, he/she shall develop and recommend the adoption of the annual budget.
- 7. He/she shall recommend disciplinary action for students in accordance with policies determined by the Board of School Directors.
- 8. He/she shall maintain appropriate contacts with parent/student organizations, community groups, and other governmental units.
- 9. He/she shall keep the Board of School Directors informed on all school matters.
- 10. He/she shall perform such other duties as the Board of School Directors may direct and as may be required by the State Board of Education, the Commonwealth of Pennsylvania, and the government of the United States.

TERMS OF OFFICE:

Determined by the Board in accordance with the School Code.

**EVALUATION**:

The Superintendent shall be evaluated annually by the Board of School Directors.

### ATTACHMENT 2

# **Objective Performance Standards for Superintendent**

### Abington School District Abington, Pennsylvania

# Objective Performance Standards (OPS) for Superintendent Amy F. Sichel, Ph.D.

Annual Performance Assessment shall be conducted on or before July 1 of each contract year

<b>Distric</b>	t Le	adei	rship

television etc. Results:

<b>OPS 1:</b> Documents and presentations will be effectively prepared to facilitate well organized meetings of the Board of School Directors
Results:
Board meetings and presentations are timely, well prepared, and organized
OPS 2: Supervise and evaluate the Assistant Superintendent, Business Manager, Director of Human Resources and the principals in effective operation of their responsibilities  □ Ensure the leadership team is evaluated
Fiscal Responsibility
<b>OPS 1:</b> Assist the Board of School Directors and the Business Manager with the development and implementation of the annual budget
Results:  □ Present a balanced budget to the Board of School Directors
<b>OPS 2:</b> Support the Director of Human Resources and the Board of School Directors in Contract negotiations and personnel matters
Results:  ☐ Provide the support, data, and information for the negotiation process and recommendations regarding hiring and termination of employees
Student Achievement
OPS 1: Facilitate the development and monitoring of the schools' annual improvement plans
Results:  ☐ Review and monitor the Schools' improvement plans including a Board presentation on the School Performance Profiles
<b>OPS 2:</b> Professional Development will be aligned with fostering teacher understanding and implementation of appropriate academic standards, Educator Effectiveness and aligned with the District's Professional Education Plan
Results:
<ul> <li>Oversee that the professional evaluations are implemented using the Educator Effectiveness model</li> <li>The district professional development plan reflects understanding of the Pennsylvania core academi standards</li> </ul>
Communication
OPS 1: Monitor a Comprehensive Communications Plan utilizing district technology, social media, cable

Monitor the Communication Plan to ensure that it is updated as needed

## ATTACHMENT 3

# **Act 93 Agreement and Health Care Benefits Summaries**

# A MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

# THE ABINGTON BOARD OF SCHOOL DIRECTORS

## AND THE

ABINGTON SUPERVISORS AND ADMINISTRATORS ASSOCIATION

### Effective

July 1, 2014 to June 30, 2017

Adopted - January 14, 2014

### I. SALARIES AND POSITIONS

Salary guidelines for those represented by the Abington Supervisors and Administrators Association, hereafter referred to as ASAA, for the term of this agreement are specified in Appendix A of this document. Appendix B of this document specifies the positions, days, and salaries in the ASAA. The distinction between small and large chairperson positions is based on the equivalent number of full-time teachers in a department. A large department consists of the equivalent of eight or more full-time teachers, exclusive of the chair position. A small department consists of the equivalent of seven or fewer full-time teachers, exclusive of the chair position.

## II. NEW ASAA EMPLOYEE SALARY REDUCTION PROCEDURES

- A. Salary computation for any person appointed to a position included in the ASAA is as follows:
  - 1. Base salary will be reduced at a rate of 5% per year for a period of four years using the anniversary day of appointment as the date of a salary change.
  - 2. This reduction will be on a one-time basis and will not affect the salary for a subsequent change in position within the ASAA. For example, a person appointed to an entry level position in the ASAA will have salary reduced per Section I, A., paragraph 1 above. A subsequent promotion to another position will not include any additional reduction in salary.
  - 3. Positions currently in a four-year reduction period will honor the anniversary day of appointment as the date of a salary change.
- B. Any person appointed to an ASAA position will follow the specifications in Appendix B, and this will be the basis for computation of salary, except for any employee covered by Section II, C.
- C. During the period of this agreement, at least one of the ASAA administrative vacancies shall be filled from within the school district.

In the event an individual is identified for a position covered by this agreement and is not at the top of the teacher compensation scale, the following will prevail for individuals whose pay scale placement is five or more years below the top step. The salary will be phased in using equal increments over five years. For those whose placement on the teacher compensation scale is four or fewer steps from the top, the compensation will be phased in over four, three, two, or one years. The employee will not be subject to the 5% penalty reduction as specified in Section II, A. At the discretion of the Superintendent, this provision may be applied to individuals engaged from other districts to fill ASAA positions.

### **III. FRINGE BENEFITS**

### A. Sick Leave

- 1. September June: per School Code.
- 2. One additional sick day is allocated for each 20 days (or major fraction thereof) beyond the contracted teaching year. Summer school teaching is not an extension of contract.
- 3. Administrative employees may use up to three (3) of their sick days per year for the care of their immediate family members. Immediate family members shall be defined as spouse, domestic partner, mother, father, child or someone to whom the employee is the legal guardian. The Board reserves the right to identify the individual's relationship to the employee, as well as to ask for documentation verifying the illness to support the absence.
- 4. Upon formal retirement under the provisions of the Public School Employees Retirement System, those employees who have provided at least ten years of service in the District shall be paid \$40.00 for each day of unused sick leave accumulated in the service of the District. In the event of death in service, payment will be made to a designated beneficiary or to the estate of the decedent.
- 5. For each employee retiring under Section III, A., paragraph 4 above, the District shall make a non-elective employer contribution to the employee's 403 (b) program administered through a district designated provider. The maximum amounts will not exceed that indicated in Section III, A., paragraph 4 above, and such contributions will be in compliance with current IRS regulations at the time of the contribution.

### B. Personal Leave

All staff members represented by the ASAA shall be allocated five days each year for absence for personal reasons. Unused days may not be carried over to the following year, but will be put in an individual auxiliary sick leave account which is available for use during illness when all regular sick leave has been exhausted.

### C. Insurance Coverage

The description of insurance benefits below is for convenience only. While it is meant to be an accurate summary, it should not be relied upon. The benefit booklets distributed to all members are the authoritative reference. Consult the Office of Human Resources if questions or problems arise. Insurance benefits are subject to legal and normal underwriting restrictions.

The District reserves the right to substitute equivalent although not necessarily identical coverage and to change the carrier except in the case of Independence Blue Cross, Keystone Direct Point of Service, C1F1O2. In case of substitution, the ASAA will be advised of the planned change and will be given an opportunity to discuss it.

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Typically, medical coverage and dental coverage are provided for the employee and spouse, with dependents as defined by the law. One health plan per family will be provided by the District.

All deductibles and reimbursements described assume the use of participating practitioners. Choice of non-participating practitioners may result in higher co-pays and/or lower reimbursements.

- D. 1. Hospitalization. Members of the ASAA shall have the option of enrolling only in the Keystone Direct POS C1F102 plan, the core plan.
  - Employees may "buy-up" to the Personal Choice C2F202 plan by paying the difference in the monthly premium cost between the Keystone Direct POS C1F102 plan and the PC plan. This expense would be in addition to the monthly premium co-payment as listed below in Section III, D., paragraph 5. Employees who intend to buy-up to a PC plan must notify the Office of Human Resources during the open enrollment period.
  - Vision. Each person represented by ASAA will have fully paid vision insurance for him/herself and spouse, and for any dependent children. Coverage will be provided specific to the employee's health insurance carrier.
    - In Network frames, lenses and contact lenses are covered as stated in the vision carrier's summary of benefits discounted price list.
    - Out of Network frames and lenses in total covered up to \$100.00
    - Out of Network contact lenses covered up to \$100.00
  - 3. Prescription Drug Program. Each person represented by ASAA will have fully paid prescription drug program for him/herself and spouse, and for any dependent children. The Blue Cross Select Drug Program with Formulary Benefits prescription drug plan will be provided to each employee and their dependents. Individual co-payments are as follows:

\$15 for a generic formulary prescription \$30 for a brand name formulary prescription \$45 for a non-formulary brand name prescription

4. Dental. Each person represented by ASAA will have fully paid dental insurance for him/herself and spouse, and for any dependent children. Coverage will

provide for a maximum of \$1,500 in payments each year for each covered person, less a \$10 annual deductible. Co-pay will be 20% for fillings, caps, and X-rays, 50% for prosthodontics and orthodontia; no co-pay will be applicable to examination and cleaning. Orthodontia is limited to dependents under age 19 and \$500 maximum reimbursement. Posterior resin composite fillings i.e. white fillings will be covered at 80%.

5. Medical Insurance Co-Pay. ASAA members who enroll in a health care plan offered by the District shall have the following employee contributions for medical insurance:

2014-2015 school year 2015-2016 school year 16% of monthly premiums 2016-2017 school year 17% of monthly premiums

- 6. Life Insurance. The District will pay the cost of a group life insurance policy with the face value as follows:
  - a. full-time staff who earn more than \$60,000 rounded to the next thousand (e.g., \$66,001 salary equals \$67,000 life insurance).
  - b. the insurance is to contain benefits paying double indemnity for accidental death and containing coverage for loss of hand, foot, eyes, or combination of these.
  - c. the insurance is to cover all employees regardless of age, and the employee will retain the full benefit of the policy regardless of age attained during policy year.
- 7. Disability Insurance. The District will pay the cost of an income protection plan for each full-time ASAA member. This policy will contain the following provisions:
  - a. 90% of monthly earnings for the first six (6) months. Thereafter, 70% of monthly earnings plus any additions per Lifestyle LTD benefit, with maximum annual covered salary of \$82,286; maximum monthly benefit of \$6,171/\$4,800.
  - effective after expiration of all sick leave (regular and auxiliary days);
  - normal benefit to age sixty-five with modifications for those individuals over
     60 years of age.

The District reserves the right to reduce these payments by the amount the employee is receiving as payments through any district-funded source such as social security, workers' compensation, etc.

8. Plan - Internal Revenue Code Section 125

The District shall maintain an IRS Section 125 Plan for health insurance premium co-payments and a flexible spending program for medical and dependent care expenses. The Plan will be administered and interpreted to be in compliance with current IRS regulations for Section 125 at the time of the deduction. The Plan shall be administered through a district designated provider.

9. Mileage Reimbursement. The Abington School District shall pay a mileage reimbursement, in accordance with the Board Policy and Superintendent's Administrative Procedure regarding Travel Reimbursement for Employees, to those employees of the ASAA required to use their cars in the course of discharging their professional obligations.

### IV. WORK YEAR

A. The length of the work year is reflected in Appendix B.

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- B. The length of the work year for any position represented by the ASAA may be decreased by the Superintendent with the consent of the incumbent Administrator/Supervisor. Reduction in the length of the work year will be accompanied by a commensurate reduction in compensation. Duties and obligations to be completed on work days beyond that of the teacher will be determined by the Superintendent or his/her designee(s).
- C. Upon the recommendation of the Superintendent, approval of the Board, and concurrence of the affected employee, the number of days in the work year may be increased with a commensurate increase in per diem compensation.

### V. WORK DAY

Positions excluding that of secondary principal, elementary principal, and assistant secondary and elementary principal will have a minimum workday of eight hours. The exact hours are to be determined by the supervisor of each position. Assistant principals and principals will work a longer day commensurate with the responsibility of the position.

### VI. CHAIRPERSON TEACHING PERIODS

The number of teaching periods per week will not exceed twenty for the chairpersons of the small departments and will not exceed fifteen for the chairpersons of the large departments. Classes that meet six periods per week, as in laboratory science classes, will be counted as meeting five times per week. With approval of the Superintendent of

Schools, the principals of the senior and junior high schools may schedule less teaching periods for the large department chairs than reflected above.

### VII. ACCOUNTABILITY AND PERFORMANCE OBJECTIVES

The Abington Supervisors and Administrators Association recognizes that it is appropriate to contribute meaningfully to the district's commitment to defining accountability as a district-wide priority for all members of the school community. Members of the Abington Supervisors and Administrators Association will develop yearly performance objectives with their supervisors that are congruent with district-wide initiatives designed to improve student achievement. The administrative evaluation process will include a performance objective review and compensation will be increased to reflect performance objective attainment.

### **VIII. DURATION**

This memorandum shall become effective July 1, 2014, and shall remain in full force and effect through June 30, 2017.

In Witness Thereof, the parties hereto have hereunder set their hands on the 14<sup>th</sup> day of January 2014.

ABINGTON BOARD OF SCHOOL DIRECTORS

ABINGTON SUPERVISORS AND ADMINISTRATORS ASSOCIATION

President

Mafellin President

#### Appendix A

Salary terms for the years of this agreement are as follows:

Base Pay: The Base Pay and Days per Year in 2014-2015 and thereafter will be as listed in Appendix B. The salary base is contingent upon receiving a rating of Distinguished or Proficient. If an employee receives a rating of Needs Improvement, Failing, or Unsatisfactory, the base salary will be adjusted according to the table below.

RATING				
POSITION	Distinguished	Proficient	Needs Improvement*	Failing or <u>Unsatisfactory *</u>
Chair, Small Dept.	\$1,500	\$1,500	\$500	\$0
Chair, Large Dept.	\$1,500	\$1,500	\$500	\$0
Cood, Student Support	\$1,500	\$1,500	\$500	\$0
Coordinator	\$1,500	\$1,500	\$500	\$0
ECS	\$1,500	\$1,500	\$500	\$0
Supervisor	\$1,500	\$1,500	\$500	\$0
Supervisor	\$1,500	\$1,500	\$500	<b>\$</b> 0
Elementary Asst. Princ.	\$1,700	\$1,700	\$500	<b>\$</b> 0
Secondary Asst. Princ.	\$1,700	\$1,700	\$500	<b>\$</b> 0
Elementary Principal	\$1,900	\$1,900	\$500	<b>\$</b> 0
Principal Junior High	\$1,900	\$1,900	\$500	<b>\$</b> 0
Principal Senior High	\$1,900	\$1,900	\$500	<b>\$0</b>

<sup>\*</sup>Second Needs Improvement within 10 Years becomes an Unsatisfactory rating

Merit Pay: Individuals with meritorious performance as defined by the Superintendent of Schools as extraordinary work/accomplishment(s) will receive a one-time merit bonus in the form of an additional stipend, paid no later than December 31<sup>st</sup>, of the following school year. This merit bonus will be recommended by the Superintendent of Schools to the Board of School Directors for approval.

#### **APPENDIX B**

<u>Position</u>	Days	2013-2014	2014-2015 <u>Base</u>	2015-2016 <u>Base</u>	2016-2017 <u>Base</u>
Chair, Small Dept. Chair, Large Dept.	197* 199* 211*	123,775 126,704 134,461	125,275 128,204 135,961	126,775 129,704 137,461	128,275 131,204 138,961
Cood. Student Support Coordinator ECS	201* 201*	127,153 127,153	128,653 128,653	130,153 130,153	131,653 131,653
Supervisor Supervisor Elementary Asst. Princ.	206* 211* 202**	131,135 134,349 128,927	132,635 135,849 130,627	134,135 137,349 132,327	135,635 138,849 134,027
Secondary Asst. Princ. Elementary Principal	227** 214** 227**	146,210 140,108 155,635	147,910 142,008 157,535	149,610 143,908 159,435	151,310 145,808 161,335
Principal Junior High Principal Senior High	227**	160,343	162,243	164,143	166,043

<sup>\*</sup> The scheduled number of annual days will be reduced by one day for the 2014-15 school year.

<sup>\*\*</sup> The scheduled number of annual days will be reduced by two days for the 2014-15 school year and by one day for the 2015-16 school year.

## Personal Choice

C2-F2-02 Summary of Benefits



Abington School District

Personal Choice® our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors, and specialists, or by accessing care through preferred providers that participate in the BlueCard® PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With Personal Choice

- · You do not need to enroll with a primary care physician
- · You never need a referral

Benefit	In-network	Out-of-network	
BENEFIT PERIOD	Calendar Year	Calendar Year'	
DEDUCTIBLE			
Individual	\$0	\$1,500	
Family	\$0	\$4,500	
OUT-OF-POCKET MAXIMUM (includes coinsurance only)			
Individual	None	\$10,000	
Family	None	\$30,000	
LIFETIME MAXIMUM	Unlimited	Unlimited	
DOCTOR'S OFFICE VISITS			
Primary care services	\$15 copayment	50%, after deductible	
Specialist services	\$30 copayment	50%, after deductible	
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%	50%, no deductible	
PEDIATRIC IMMUNIZATIONS	100% (office visit copayment does not apply)	50%, no deductible	
ROUTINE GYNECOLOGICAL EXAM/PAP  1 per year for women of any age <sup>3</sup>	100%	50%, no deductible	

<sup>1</sup> Non-Preferred Providers may bill you the differences between the Plan allowance, which is the amount paid by Personal Choice, and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, the payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, payment is 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

- 3 Combined in/out-of-network
- \* A calendar year benefit period begins on January 1 and ends on December 31. The deductible and out-of-pocket maximum amount start at \$0 at the beginning of each calendar year on January 1.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.



Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Crossindependent licensees of the Blue Cross and Blue Shield Association, www.ibx.com

In-network	Out-of-network <sup>1</sup>
100%	50%, no deductible
100%	50%, after deductible
100%	50%, after deductible
\$15 copayment	50%, after deductible
\$100/day; maximum of 5 copayments/admission	50%, after deductible⁵
\$100/day; maximum of 5 copayments/admission4	50%, after deductible⁵
Unlimited	70 <sup>5</sup>
\$50 copayment	50%, after deductible
\$100 copayment (copayment not waived if admitted)	\$100 copayment (copayment not waived if admitted)
	1000
	100%, no deductible
100%	50%, after deductible
\$30 copayment	50%, after deductible
\$60 copayment	50%, after deductible
\$30 copayment	50%, after deductible
100%	50%, after deductible
	•
100%²	50%, after deductible
\$75 copayment	50%, after deductible
100%	50%, after deductible
90%	50%, after deductible
	100%  100%  \$15 copayment \$100/day; maximum of 5 copayments/admission* \$100/day; maximum of 5 copayments/admission* Unlimited \$50 copayment \$100 copayment (copayment not waived if admitted)  100%  100%  \$30 copayment \$40 copayment \$30 copayment

<sup>1</sup> Non-Preferred Providers may bill you the differences between the Plan allowance, which is the amount paid by Personal Choice, and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, the payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, payment is 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

<sup>2</sup> Office visit subject to copayment

<sup>3</sup> Combined in/out-of-network

<sup>4</sup> Copayment waived if readmitted within 10 days of discharge

<sup>5</sup> Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse

Benefit	In-network	Out-of-network'	
SKILLED NURSING FACILITY 120 days per year	\$50/day; maximum of 5 copayments/admission	50%, after deductible	
HOSPICE AND HOME HEALTH CARE	100%	50%, after deductible	
DURABLE MEDICAL EQUIPMENT	70%	50%, after deductible	
PROSTHETICS	70%	50%, after deductible	
MENTAL HEALTH CARE	• •		
Outpatient	\$30 copayment	50%, after deductible	
Inpatient	\$100/day; maximum of 5 copayments/admission*	50%, after deductible⁵	
SERIOUS MENTAL ILLNESS CARE			
Outpatient	\$30 copayment	50%, after deductible	
Inpatient	\$100/day; maximum of 5 copayments/admission*	50%, after deductible <sup>5</sup>	
SUBSTANCE ABUSE TREATMENT			
Outpatient/Partial facility visits	\$30 copayment	50%, after deductible	
Rehabilitation	\$100/day; maximum of 5 copayments/admission*	50%, after deductible <sup>s</sup>	
Detoxification	\$100/day; maximum of 5 copayments/admission	50%, after deductible <sup>s</sup>	

- 1 Non-Preferred Providers may bill you the differences between the Plan allowance, which is the amount paid by Personal Choice, and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursad by Medicare, the payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, payment is 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.
- 3 Combined in/out-of-network
- 4 Copayment waived if readmitted within 10 days of discharge
- 5 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

#### What is not covered?

- · services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials
- hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- assisted fertilization techniques such as in-vitro fertilization, GIFT, and ZIFT
- · reversal of voluntary sterilization
- expenses related to organ donation for non-member recipients
- · alternative therapies/complementary medicine
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- · music therapy, equestrian therapy, and hippotherapy
- treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from an injury

- routine foot care, unless medically necessary or associated with the treatment of diabetes
- foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- · cranial prostheses including wigs intended to replace hair
- routine physical exams for nonpreventive purposes such as insurance or employment applications, college, or premarital examinations
- · contraceptives
- · immunizations for travel or employment
- services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- cosmetic services/supplies
- · self-injectable drugs
- vision care (except as specified in a group contract)

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your contract/member handbook carefully for a complete listing of the terms, limitations, and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

#### Services that require precertification

#### INPATIENT SERVICES

Surgical and non-surgical inpatient admissions

Acute rehabilitation

Skilled nursing facility

Inpatient hospice

**OUTPATIENT FACILITY/OFFICE SERVICES** 

**MRI/MRA** 

CT/CTA scan

PET scan

Nuclear cardiac studies

Hyperbaric Oxygen

Hysterectomy

Cataract surgery

Cochlear implant surgery

Nasal surgery for submucous resection and septoplasty

Transplants (except cornea)

Pain management procedures (including epidural injections, transforaminal epidural injections, paravertebral facet joint injections)

Obesity surgery

Day rehabilitation programs

Dental services as a result of accidental injury

Uvulopalatopharyngoplasty (including laser-assisted)

ALL HOME CARE SERVICES (including infusion therapy in the home)

INFUSION THERAPY DRUGS administered in an Outpatient Facility or in a Professional Provider's Office (see list included in your open enrollment

MATERNITY ADMISSION AND BIRTHING CENTER (prenotification requested

**ELECTIVE (non-emergency) AMBULANCE TRANSPORT** 

**OUTPATIENT PRIVATE DUTY NURSING** 

PROSTHETICS AND ORTHOTICS

items (including repairs and replacements) over \$500 (excluding ostomy

DURABLE MEDICAL EQUIPMENT
Purchase Items (including repairs and replacements) over \$500, and ALL Rentals
(except oxygen, diabetic supplies and unit dose medication for nebulizer)

#### RECONSTRUCTIVE PROCEDURES AND POTENTIALLY COSMETIC **PROCEDURES**

Blepharoplasty/ptsosis repair

Breast: reconstruction, reduction, augmentation, mammoplasty, mastopexy, insertion and removal of breast implants

Canthopexy/canthoplasty

Cervicoplasty

Chemical peels

Dermabrasion

Excision of excessive skin and/or subcutaneous tissue

Genetically and bio-engineered skin substitutes for wound care

Hair transplant

Injectable dermal fillers

Keloid removal

Labiaplasty

Lipectomy, liposuction, or any other excess fat removal procedure

Orthognathic surgery procedures, including but not limited to, bone graft, genioplasty, osteoplasty, mentoplasty, osteotomies

Rhinoplasty

Rhytidectomy

Scar revision

Skin closures, including skin grafts, skin flaps, tissue grafts

Sex reassignment surgery

Surgical treatment of gynecomastia

Surgery for varicose veins, including perforators and sclerotherapy

MENTAL HEALTH/SERIOUS MENTAL ILLNESS/SUBSTANCE ABUSE

Mental health and serious mental illness treatment (Inpatient/partial hospitalization programs/intensive outpatient programs)

Substance abuse treatment (Inpatient/Outpatient/Partial Hospitalization)

BIOTECHNOLOGY/SPECIALTY INJECTABLE DRUGS (see list included in your open enrollment packet)

Personal Choice\* network providers will obtain precertification for you if it is required. You are not required to obtain precertification when treated in a Personal Choice network hospital or facility or by a Personal Choice network physician. Members are not responsible for financial penalties because a Personal Choice network provider does not obtain precertification.

If the provider is a BlueCard® PPO provider of another Blue Pian, or you use an out-of-network provider, you must obtain precertification if required. You may be subject to a 20% reduction in benefits if precertification is not obtained.

In addition to the precertification requirements listed above, you should contact Independence Blue Cross and provide prenotification for certain categories of treatment so you will know prior to receiving treatment whether it is a covered service. This applies to network providers and members who elect to receive treatment provided by BlueCard providers, or out-of-network providers. The categories of treatment (in any setting) include

- Any surgical procedure that may be considered potentially cosmetic; and
- Any procedure, treatment, drug or device that represents new or emerging technology; and
- Services that might be considered experimental/investigative.

Your provider should be able to assist you in determining whether a proposed treatment falls into one of these three categories. You are encouraged to have your provider place the call for you.

Precertification is not a determination of eligibility or a guarantee of payment. Coverage and payment are contingent upon, among other things, the patient being eligible, i.e., actively enrolled in the health benefits plan when the precertification is issued and when approved services occur. Coverage and payment are also subject to limitations, exclusions, and other specific terms of the health benefits plan that apply to the coverage request.



# DETADENTAL PPO<sup>SM</sup>: YOUR SMILE IS COVERED TO THE PROPERTY OF T

GO PPO!

You can visit any licensed dentist under this plan, but you'll maximize plan value by selecting a Delta Dental PPO¹ dentist. PPO network dentists have agreed to reduced contracted rates and can't "balance bill" you for additional fees.² Find a dentist at deltadentalins.com.³

#### CONVENIENT ONLINE SERVICES: DELTADENTALINS.COM

- Create a free Online Services account from your PC or smartphone to view benefits, eligibility and claims status or check average dental costs in your area.
- > Update your dental benefit statement delivery preference: Go.paperless!
- > Find a Delta Dental PPO dentist near you.

SAVE WITH A PPO DENTIST



DELTA DENTAL PPO

#### NO ID CARD NECESSARY

Just provide your dental office with your name, birth date and enrollee ID or social security number. Register for Online Services to print an ID card or pull it up on your smartphone at the dentist's office.

HASSLE-FREE TRANSITION & EASY BENEFITS COORDINATION New to Delta Dental PPO? This plan covers treatment started and completed after your plan's effective date of coverage. If you're covered under two plans, ask your dentist to include information about both plans with your claim, and we'll handle the rest.



NON-DELTA DENTAL DENTISTS

LEGAL NOTICES: Access federal and state legal notices related to your plan: deltadentalins.com/about/legal/index-enrollee.html

- <sup>1</sup> In Texas, Delta Dental Insurance Company offers a Dental Provider Organization (DPO) plan.
- <sup>2</sup> Enrollees are responsible for any coinsurance, deductible, amount over the plan maximum and charges for non-covered services.
- <sup>3</sup> Verify that your dentist is a contracted Delta Dental PPO network dentist before each appointment.
- <sup>4</sup> Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier will be responsible for any costs. Group- and state-specific exceptions may apply. Enrollees currently undergoing active orthodomic treatment may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

iny costs. Group- and stateour Evidence of Coverage, Plan Benefit Highlights for: Abington School District (Administrators and Supervisors)

**Group No: 10172** 

Eligibility	Primary enrollee, spouse and eligible dependent children to the end of the month dependent turns age 26			
Deductibles	\$10 per person / \$30 per family each calendar year			
Deductibles waived for Diagnostic and Preventive (D&P) and Orthodontics?	Yes			
Maximums	\$1,500 per person each calendar year			
D & P counts toward maximum?	Yes			
Waiting Period(s)	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None

Benefits and Covered Services*	Delta Dental PPO dentists**	Non-Delta Dental PPO dentists**
Diagnostic & Preventive Services (D & P) Exams, cleanings, x-rays and sealants	100 %	100 %
Basic Services Fillings and simple tooth extractions	80 %	80 %
Endodontics (root canals) Covered Under Basic Services	80 %	80 %
Periodontics (gum treatment) Covered Under Basic Services	80 %	80 %
Oral Surgery Covered Under Basic Services	80 %	80 %
Major Services Crowns, inlays, onlays and cast restorations	80 %	80 %
Prosthodontics Bridges and dentures	50 %	50 %
Orthodontic Benefits Dependent children to age 19	50 %	50 %
Orthodontic Maximums	\$ 500 Lifetime	\$ 500 Lifetime

- Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.
- Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of Pennsylvania Customer Service Claims Address	
One Delta Drive 800-932-0783 P.O. Box 2105	
Mechanicsburg, PA 17055 Mechanicsburg, PA 170	FFEDARA
Mechanicsburg, PA 17055 Mechanicsburg, PA 170	manuuu
	NON-HOLD CONTRACTOR STATEMENT OF THE PARTY O

#### deltadentalins.com

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

# Vision Program

**Benefit Summary** 



Abington School District

The Independence Blue Cross Vision program, administered by Davis Vision, offers members comprehensive benefits, including routine eye care, frames and lenses. The vision program is easy to use. Benefits are maximized by using Davis Vision Providers that are conveniently located throughout the area. Paid-in-full benefits for eyeglasses with standard lenses are possible when you choose from a select grouping known as the Davis Collection of Frames.

Benefit	Coverage	
Eye exam, including refraction and glaucoma screening, and dilation, as professionally indicated		
Participating providers	\$0 Copay	
Non-participating providers	Up to \$35 reimbursement to member	
Eyeglasses, including spectacle lenses and frames, at participating providers		
Spectacle lenses	Spectacle lenses covered at no extra cost include: all range of prescriptions, oversize lenses, glass or plastic lenses, single vision, bifocal, trifocal or lenticular lenses	
Additional lens options	Additional spectacle lens options covered at no cost include: glass grey #3 prescription sunglass lenses, tinting and polycarbonate lenses for dependent children, monocular patients, and patients with prescriptions greater than or equal to +/- 6.00 diopters	
Frames Two options are available for selecting frames:	Choose from participating provider's own frame collection and member receives allowance of \$25 <sup>2</sup>	
	OR	
	Choose from the Davis Collection of Frames that is available at most participating providers and member pays:	
	Fashion selection: \$0	
	Designer selection: \$16	
	Premier selection: \$35	
Eyeglasses, including spectacle lenses and frames, at non-participating providers	Eyeglasses (spectacle lenses and frames) are available up to a maximum reimbursement to member of - single vision: \$24, bifocal: \$36, trifocal: \$46, lenticular: \$72, frames: \$24	
Contact lenses (in lieu of eyeglasses) including standard, specially and disposable lenses and evaluation and fitting		
Participating providers	Member receives allowance up to \$50 <sup>2</sup>	
Non-participating providers	Up to \$48 reimbursement to member <sup>1</sup>	
Benefit frequency	Eye examination, spectacle lenses, contact lenses - once every calendar year under 19, once every two calendar years 19 and over. Frames - once every two calendar year	
Network	Davis Vision Network To locate a participating provider, go to www.ibx.com and click on the 'Find a Doctor' feature.	

- 1 In lieu of participating provider benefit, member is responsible for balance
- 2 Member is responsible for balance

This summary is intended to highlight the benefits available to you. For a complete description, including benefits and exclusions, refer to your benefit booklet.



Benefits are underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Crossindependent licensees of the Blue Cross and Blue Shield Association.

www.ibx.com

## Value-added Services\*

Spectacle lens options available at most participating providers, MEMBER PAYS fixed discounted prices:

Spectacle Lens Option	Fixed Discounted Price
Blended invisible bifocals	\$10
Ultraviolet (UV) coating	\$12
Scratch-resistant coating - single vision	\$15
Scratch-resistant coating - multifocal	\$25
Intermediate vision lenses	\$30
Anti-reflective coating - standard	\$33
Anti-reflective coating - premium	\$48
Anti-reflective coating - ultra	\$60
Progressive additional multifocal lenses - standard	\$50
Progressive additional multifocal lenses - premium	\$90
Polarized lenses	\$60
Polycarbonate <sup>3</sup>	\$30
High index	\$55
Photochromic glass - single vision	\$15
Photochromic glass - multifocal	\$25
Photochromic plastic - single vision	\$60
Photochromic plastic - multifocal	\$70

**Warranty** - Unconditional one-year breakage warranty to repair or replace frames or lenses purchased at a participating provider for a period of one year. This warranty applies to all spectacle lenses, Davis Vision Collection of Frames and regional/national retailer frames, when the Collection is not available.

Replacement Contact Lenses - Through Lens 123, a free mail order program, member may receive replacement contact lenses offered at guaranteed, discounted prices.

Laser Vision Correction Services - Discount on Laser Vision Correction Services at Davis Vision Participating Laser Vision Correction Providers: Up to 25% off the participating provider's usual and customary fees or 5% off any participating provider's advertised specials, whichever is less.

Additional Eyewear Discount - Members selecting non-covered materials (i.e., second pair of eyeglasses, sunglasses, etc.) will receive up to a 20% courtesy discount and up to a 10% discount on disposable contacts at most participating providers.

<sup>\*</sup> Not available at non-participating providers

<sup>3</sup> Polycarbonate lenses for dependent children, monocular patients, and patients with prescriptions greater than or equal to +/- 6.00 diopters are covered at no cost.

### Frequently Asked Questions

Below find answers to some frequently asked questions about how your IBC Vision benefit program works.

Who are the participating providers in the IBC Vision network?

Our administrator, Davis Vision, contracts with a national network of providers including ophthalmologists, optometrists and opticians. They are primarily licensed providers in private practice and in some retail locations, such as Wal-Mart Vision Center and For Eyes. Please go to www.ibx.com to locate a participating 'Vision Provider' through the 'Find a Doctor' feature, or once enrolled, call the number on your Identification card.

If a retail location, such as Wal-Mart Vision Center is in the network, does that mean the doctor located in that store is in the network?

No. When going to a retail location such as Wal-Mart Vision Center for eyewear purchases, you should always confirm the participation status of the on-site doctor who provides the eye exam, since each provider contracts separately with Davis Vision.

What are the advantages of using a participating provider?

- Quality service standards: all participating providers have been extensively reviewed and credentialed to NCQA standards to
  énsure that stringent standards for quality service are maintained.
- Paid-in-full benefit available: in addition to their own selection of frames, most participating providers have available the
  Davis Collection of Frames. This allows you to utilize the paid-in-full benefit available through your IBC Vision Program
  when frames are selected from the Collection with standard lenses single, bifocal, trifocal or lenticular.
- Spectacle lens options discount: additional services such as anti-reflective coating and Transitions® lenses (photochromic) are available at a discounted price.
- Eyewear quality and value: most eyewear (lenses, coatings, and frames) is fabricated on site at one of Davis Vision's Regional Fabrication Centers. This allows Davis to monitor quality assurance and costs associated with the fabrication process, thereby creating the most value for you, our member.
- Warranty: Unconditional one-year breakage warranty to repair or replace frames or lenses purchased at a participating
  provider for a period of one year. This warranty applies to all spectacle lenses, Davis Vision Collection of Frames and
  regional/national retailer frames, when the Collection is not available.

Will I need a claim form to receive services from a participating provider?

No, you will not need a claim form for in-network services. The process is simple. Here's what to do:

- Call the participating provider of your choice and schedule an appointment.
- · Identify yourself as a member of IBC Vision, administered by Davis Vision.
- Provide the office with your ID number located on your Identification card and the name and date of birth of any covered dependent needing services.

It's that easy! The provider's office will verify your eligibility for services, and no claim forms are required!

Will I be able to choose any frame available at a participating provider?

Yes, you may apply the amount of your frame benefit toward any available frame that you choose. You can maximize your benefit by selecting frames from the Davis Collection of Frames, which offers you the ability to have a paid in full pair of frames. The Collection is available at most participating providers. The 'Find a Doctor' feature on www.ibx.com also indicates the participating doctors that have the Davis Collection of Frames available.

What types of frames are included in the Davis Collection of Frames?

The Davis Collection includes frames for men and women, adults and children. The collection includes many notable designer name frames that have passed rigorous inspections, such as Perry Ellis, Steve Madden, Alfred Sung, Converse, Bongo, Club Med, Catherine Deneuve, Scooby-Doo!, Garfield and Harley-Davidson. This frame collection is typically updated twice a year.

How soon will I receive my glasses after they are ordered?

Your provider will advise you when to return to his/her office to pick up your new prescription eyeglasses. Delivery of your new eyeglasses to your participating provider from the fabrication center is generally within two to five business days of the doctor's submission of your order. More delivery time may be needed when out-of-stock frames, ARC (anti-reflective coatings), specialized prescriptions or a participating provider's frame is selected.

What if my vision care provider does not participate in the network?

You may receive covered services from a non-participating provider, although you can receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose a non-participating provider, you pay the provider directly for all charges and then submit a Direct Reimbursement Claim Form. Covered services will be paid directly to you based on your out-of-network benefits. You are responsible for any balances.

Where do I send the Direct Reimbursement Claim Form?

Mail your completed Direct Reimbursement Claim Form with receipts attached to:

Vision Care Processing Unit P. O. Box 1525

Latham, NY 12110

To obtain a claim form, please visit www.ibx.com and click on 'Forms'. The IBC Vision Direct Reimbursement Claim Form is located on this Forms page under the Claims section.

May I choose different providers for my eye exam and materials?

Yes, you have the freedom to choose any provider for your eye examination and eyeglasses (or contact lenses) and on different dates, if desired. However, complete eyeglasses must be obtained at the same time from one provider. Continuity of care will be best maintained when all available services are obtained at the same time from either a participating provider or non-participating provider, however, it's your choice. To maximize your benefit value, we recommend that all services be obtained from a participating provider.

How do I purchase replacement contact lenses through the Lens 123 Program?

Enrolled members who have utilized their covered benefit may call 1-800-LENS 123 (1-800-536-7123) to register and set up your Lens 123 account. The Customer Service Representative will explain to you how to order replacement contact lenses and receive them in the mail. Lens 123 is an easy and convenient way to order replacement contact lenses. For additional information, go to www.lens123.com.



## Select Drug Program

\$15/\$30/\$45



## Abington School District

The Select Drug Program is a comprehensive benefit that provides coverage for prescription drugs when prescribed by a licensed, practicing physician. The Select Drug Program is based on an incentive formulary that includes all generic drugs and a defined list of brand drugs that have been evaluated for their medical effectiveness, positive results, and value. Generic drugs are just as effective as brand drugs and result in the lowest cost sharing for you. Ask your physician whether generic drugs are right for you.

Benefit  Retail Pharmacy - Member Cost Sharing (Participating Pharmacy)	Coverage		
Generic Formulary	\$15 Copayment		
Brand Formulary	\$30 Copayment		
Non-Formulary Brand	\$45 Copayment		
Mail Order Pharmacy - Member Cost Sharing (Participating Pharmacy) Available for maintenance drugs			
Generic Formulary	\$15 Copayment (1-30 days supply); \$30 Copayment (31-90 days supply)		
Brand Formulary	\$30 Copayment (1-30 days supply); \$60 Copayment (31-90 days supply)		
Non-Formulary Brand	\$45 Copayment (1-30 days supply); \$90 Copayment (31-90 days supply)		
Out-of-Network Reimbursement	30% of drugs retail cost for the total amount dispensed. Member must submit for reimbursement.		
Network	FutureScripts® network includes more than 60,000 retail pharmacies. Yo can locate a participating pharmacy near you on www.ibx.com by selecting the Find a Participating Pharmacy feature.		
Dispensing Limits			
Retail	Up to 30 days supply		
Mail order for maintenance drugs	Up to 90 days supply		
Formulary	IBC Select Drug Program Formulary. To check the formulary status of a drug or to view a copy of the most recent formulary, log onto www.ibx.com.		

<sup>\*</sup> FutureScripts is an independent company providing pharmacy benefit management services.

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Crossindependent licensees of the Blue Cross and Blue Shield Association. www.ibx.com

Coverage
Compound medications of which at least one ingredient is a prescription drug
Oral contraceptives
Self-injectable drugs
Retin-A through age 35
Insulin
Insulin needles and syringes
Lancets (no copayment required at participating pharmacies)
Glucometers (no copayment required at participating pharmacies)
Diabetic supplies (i.e., test strips)

<sup>1</sup> This summary is intended to highlight the benefits available to you. For a complete program description, including all benefits, limitations, and exclusions, refer to your benefit booklet or group contract.

#### What is Not Covered?

- Injectable fertility drugs
- Non Federal Legend Drugs
- Weight control drugs
- Devices or supplies except those specifically listed under covered drugs
- Drugs used for cosmetic purposes (e.g., anabolic steroids and minoxidil lotion, Retin-A for aging skin)
- Drugs labeled 'Caution-limited by Federal Law to investigational use', even though a charge is made to an individual
- Nicotine gum or patches for smoking cessation
- Any prescription refilled in excess of the number of refills specified by the physician, or any refill dispensed after one year from the physician's original order
- Experimental drugs
- Immunization agents, biologicals, allergy serums, blood, or blood plasma
- Drugs and supplies that can be purchased over the counter