



ADMINISTRATION COMPENSATION AGREEMENT

By & Between
The Central Valley School District Board of Education
And
The Central Valley School District Administration

Terms of Agreement:

2013-2014 through 2017-2018
(5 years)

Act 93 Agreement

CENTRAL VALLEY SCHOOL DISTRICT
ADMINISTRATIVE COMPENSATION AGREEMENT

This Agreement is made July 1, 2013, by and between the Central Valley School District and the Administrators and Management Team in accordance with Act 93, 24 P.S. § 11-1164, of the Pennsylvania Public School Code ("School Code").

I. **Definitions**

A. The term "Administrator" shall include the following positions for the purposes of this Plan:

- Director of Transportation and Athletics
- Principal, Central Valley High School
- Principal in Charge of Student Programs, Central Valley High School
- Principal, Central Valley Middle School
- Assistant Principal, Central Valley Middle School
- Principal, Todd Lane Elementary School
- Principal, Center Grange Primary School
- Special Education Supervisor

B.: The term "Management Team" shall include the following positions. When the individual contracts for those holding the positions expire, the following positions will be added to the Act 93 Agreement moving forward:

- Director of Curriculum, Instruction & Assessment
- Director of Technology
- Director of Facilities and Grounds
- Director of Food Services
- School Psychologist

C. The term "Principal" for purposes of the statutorily required evaluations/ratings under Section 1123 of the School Code, 24 P.S. § 11-1123, shall include the listed Principal and Assistant Principal positions.

D. The term "Non-teaching Professional Employee" for purposes of the statutorily required evaluations/ratings under Section 1123 of the School Code, 24 P.S. § 11-1123, shall include the following:

- Special Education Supervisor
- Director of Curriculum, Instruction and Assessment
- School Psychologist

II. **Term of Compensation Plan**

The term of this plan will consist of five (5) years and it shall begin July 1, 2013, and continue in effect until June 30, 2018.

III. Benefits

D. SICK LEAVE

Sick Leave shall be pursuant to Section 1154 of the School Code, 24 P.S. § 11-1154, as amended, except as modified herein with additional days per the discretion of the Superintendent.

1. On the opening day of the work year, each employee shall be credited with twelve (12) days of sick leave.
2. Three (3) of which days may be used for illnesses of Immediate Family members residing within the employee's household or for illnesses involving the employee's parents.
3. Unused sick days are cumulative without limitation.

B. PERSONAL LEAVE

Personal Leave shall be granted except as modified herein.

1. On the opening day of the work year, each employee shall be credited with three (3) days of personal leave.
2. At the end of the work year, any unused personal days shall convert to sick days.
3. The Superintendent may restrict the use of personal days.
4. When possible, requests for personal days must be submitted to the Superintendent five (5) school days prior to the date of absence.
5. Personal days cannot be used during the first 10 days of school or during the last 10 days of school.
6. The above conditions may be suspended for emergencies and/or for a reason determined to be legitimate, at the sole discretion of the Superintendent.

C. BEREAVEMENT

1. A paid leave of four (4) school days shall be granted to an employee due to the death of a member of his/her immediate family. If; however, the death occurs on a weekend, a sick day may be used so that the employee may resume duties on the following Monday.
2. A paid leave of one (1) day shall be granted to attend the funeral of a near relative. Extended time, not to exceed two (2) sick days, will be granted for the death of a near relative when travel time is needed. Travel time is deemed to be needed when the employee must travel 250 miles (one way) or more by car or travel via airplane to the destination of the funeral.

3. "Immediate family" shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, step-father, step-mother, step-brother, step-son, step-daughter, or near relative who resides in the same household, or any person with whom the employee makes his home.
4. "Near relative" shall be defined as: first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.
5. An extended bereavement leave shall be granted in the event of the death of a spouse or child. This leave would be for a maximum of thirty (30) days and would be charged to the employee's sick leave if the employee has accrued thirty (30) days of sick leave. If the employee does not have thirty (30) days of sick leave, the balance of the extended bereavement leave would be unpaid. The employee shall have the option to take an unpaid leave of absence for thirty (30) day leave in lieu of sick leave provided however, the employee will not be permitted to charge a portion of the leave to the employee's sick day entitlement and take a portion as an unpaid leave if the employee has sufficient sick days for the entire leave period.

D. WORK YEAR

1. The Administrative work year for twelve month employees shall extend from July 1 to June 30 of successive year, which shall include the following ten (10) paid holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. (Including any other days during the Thanksgiving and Christmas holidays when school is not scheduled to be in session and the Superintendent has not scheduled a meeting/work day.)
2. The Administrative work year for ten month employees shall extend from approximately August 15 to June 15. The Employee's work schedule will include dates when school is not in session which shall be determined by the Superintendent. Further, the Employee shall be expected to work on days when school-related functions or activities are being held or when preparation for the school year is required.
3. All Administrator/ "Management Team" positions (except for the Special Education Supervisor-210 days, Director of Food Services-210 days, and School Psychologist-210 days) are recognized as twelve (12) month positions -252 days.

E. VACATION

Each twelve (12) month Administrator/"Management Team" position shall be entitled to twenty (20) vacation days during the work year.

Each twelve (12) month Administrator/"Management Team" position may convert up to seven (7) unused vacation days at their current per diem rate.

F. WORKSHOPS AND CONFERENCES

1. The District encourages Administrators/"Management Team" members to attend relevant conferences, seminars, workshops and other professional development activities.
2. The Superintendent will be the sole decider on allowable, reimbursable expenses.
3. Administrator/"Management Team" member's attendance at relevant conferences, seminars, workshops and other professional development activities is at the discretion of the Superintendent.

G. TUITION REIMBURSEMENT

1. The District will reimburse for post-graduate courses and credits in pursuance of verified tuition costs, additional certification or for maintaining current certifications for public education up to \$5,000. Such courses of study and reimbursement are subject to approval of the Superintendent, as per the in force, current Central Valley Education Association Contract.
2. The Board agrees to pay the cost of graduate credits for courses that develop the Administrator/Management Team" members professionally, educationally, or are of benefit to the District's educational program.
3. Covered employees shall be eligible for tuition assistance after the first full year of services.
4. For employees enrolled in a program directly related to his/her responsibilities, tuition reimbursement shall be at a rate of 100% of the actual cost, up to an annual maximum of \$5,000 per school year.
5. For employees enrolled in a Post-Master's level program not directly related to his/her responsibilities, tuition reimbursement shall be at a rate of 75% of the actual cost, up to an annual maximum of \$1,000 per school year.
6. The Superintendent will be responsible for determining whether or not a program is directly related to an employee's responsibilities. The employee should provide a program outline from his/her advisor in the college or university in which he/she is enrolled.
7. Correspondence courses shall be ineligible for reimbursement. Online courses shall be ineligible for reimbursement unless (1) said course is an integral part of a specific degree program and (2) said course is pre-approved by the Superintendent. Further, the online courses must be described in the course catalog and cannot be by special arrangement between the student and professor or school. The number of online courses within a specific program is limited to no more than one-third of the total number of credits required for the degree. If an employee has completed three-fourths of the course requirements for a traditional degree program and is unable to schedule the remaining required classes, the Superintendent may, at his

discretion, allow those classes to be completed as online classes. Completion of a degree by a specific date will not be considered a reason for allowing online class as a replacement class.

8. The school year shall be defined as the time between July 1 of any given year and June 30 of the following year.
9. Payments shall be made upon completion of the graduate courses, receipt of transcript, or grade sheet denoting a passing grade in all pass/fail course or a grade of "B" or higher, receipt of an invoice of the course fee, and all other required office forms.
10. All such payments shall be made within forty-five (45) days following submission of all required forms, transcripts or grade sheets, receipted invoice.
11. District reimbursement for study shall not be allowed when an employee receives a grant, scholarship, or tuition assistance from a foundation, college, university, the government or other agency, except to the extent that said grant, scholarship or tuition assistance does not cover the full tuition cost.
12. Reimbursement shall not be allowed to persons who are not employees of the District at the time payment is to be made.
13. In the event an employee voluntarily terminates employment prior to completing six (6) semesters of service as an employee following receiving reimbursement for credits, other than for health-related reasons, the employee shall repay such payments for graduate credits according to the following schedule:

Employee resigns prior to two (2) semesters being completed	100% Repayment
Employee resigns prior to four (4) semesters being completed	66% Repayment
Employee resigns prior to six (6) semesters being completed	33% Repayment

H. TRAVEL EXPENSES

1. Travel reimbursement for work related travel through the use of a private vehicle will be at the current Internal Revenue Service mileage rate.
2. Administrators/"Management Team" members are eligible for reimbursement of Central Valley School District related travel expenses as per Board policy.

3. Administrators/"Management Team: members who, as part of their regular duties, are required to drive their personal vehicles to attend school designed and approved functions shall receive the Internal Revenue Service Rate of reimbursement provided that said employee having multiple work sites shall only be paid for travel from the initial building through the intermediate building, if applicable, to the last building of the day at which time the employee shall not be entitled to any further reimbursement.
4. In order for an Administrator/"Management Team" member to be reimbursed for the travel expenses in sections 2 and 3 above, that employee must be in full compliance with any requirements of District policy and/or administrative procedures.

I. MEDICAL BENEFITS

The District shall provide the same health care insurance coverage and carriers as the employees' association to all Administrators/"Management Team" members, as per the current, in-force Central Valley Education Association contract.

Medical Insurance

1. For the term of this Agreement, the District shall provide medical insurance to all Administrators/"Management Team" members by paying the applicable premiums for a health insurance plan. Attached as Appendix A to this Agreement is a Schedule of Benefits concerning the plan provided hereunder.
2. Employee contributions toward the applicable health care premiums shall be as stated in the current in-force CVEA Contract.
3. An initial enrollment period shall be held in September of each year wherein members may enroll in or select a health care plan.
4. The medical insurance carrier for the School District will not change unless another carrier is selected or added by the Beaver County School Health Care Consortium or if the District elects to change the Insurance carrier or plan as a result of costs or other circumstances which require a change in carrier or plan. In the event either of the above occurs, the plan selected will provide a level of benefits comparable to those provided under the current health care plan.
5. On or before October 1 of each school year, Administrator/"Management Team" members may elect in writing to opt out of receiving medical insurance paid by the District and shall receive payment in exchange for doing so. Administrator/"Management Team" members eligible to receive insurance coverage shall receive the following percentages of the premium cost for that employee's insurance for opting out as follows: In the first year the employee opts out, 25% of the premium cost. In the second year the employee opts out, which must be consecutive, 30% of the premium cost and in the third year the employee opts out, which must be consecutive, 35% of the premium cost. Should Administrator/"Management Team" members who has opted

out elect to become part of the plan and then opts out again, that employee would start out receiving 25% of the premium. The maximum any Administrator/"Management Team" members would be eligible to receive in any given consecutive year would be \$2,000 for individual premium costs and \$4,000 for all other coverages. The applicable payment shall be made in two installments falling in the last pay in December and the last pay in June.

6. Where two or more employees or dependents who are otherwise entitled to separate health care coverages are, by reason of relationship, qualified to be covered as a spouse or dependent of one or another of them, the District's obligation shall be only to provide coverage for one employee as the primary employee in order to provide coverage for both employees. The District in its sole discretion may provide two individual policies so long as it is to the District's advantage to do so. When it is no long advantageous, the District may provide a spousal policy. In the event that the District provides two (2) individual policies, the premium contribution to be made by the employees shall not exceed the amount of the premium contribution that would have been made if the District provided a spousal policy to that couple. The person whose birth date is earlier in the calendar year shall be designated as primary. If the District elects to provide coverage for only one employee as provided above, the employee who is not provided coverage shall be eligible to receive an opt out payment for single coverage in the maximum amount of \$1,200, which amount shall be payable in accordance with paragraph five (5) above.

Dental and Vision Insurance

For the term of this Agreement, the District agrees to pay the cost of dental and vision insurance.

J. TERM LIFE INSURANCE

The District shall pay one hundred percent (100%) of the premium cost for term life insurance in an amount equal to two times the employee's annual salary, rounded up to the nearest thousand dollars.

K. LONG-TERM DISABILITY INSURANCE

The District will provide the Administrator/"Management Team" members the opportunity to purchase a long-term disability insurance program. This insurance will be in accordance with the terms and conditions of existing coverage that is already provided by the District, costs to be borne by employees choosing to purchase said insurance.

L. RETIREMENT BENEFITS

1. Payment

Administrators/"Management Team" members will be paid a lump sum payment of \$2,000 upon notice of termination of employment after a minimum of ten (10) cumulative years of service in the District, including all prior service with the predecessor Center Area or Monaca School Districts,

provided that the last ten (10) years of the service in the District including its predecessor Districts (Center Area and Monaca School Districts) are consecutive. Board approved leaves of absence occurring in the ten (10) year period shall be included in calculating the ten (10) years of consecutive service. Payment for unused sick days will be paid as follows:

<u>Days</u>	<u>Payment per Day</u>
1 – 75	\$30
76-150	\$35
151- 200	\$40
201-250	\$60
251+	\$80

2. Method of Payment

The payment of monies owed to the employee shall be made in accordance with the following schedule into the employee's 403B account.

- i. \$3500 (or the balance if less than \$3500 is owing) in the last pay of the year in which the employee retires.
- ii. \$3500 (or the balance if less than \$3500 is owing) in January of each subsequent year, if still owing.
- iii. If after any January payment the remainder due to the retiree is less than \$1750, the retiree may request the remaining balance be paid in February of the same year, though said request must be made by January 31.

3. Reasons for Payment

- a. Qualified PSERS retirement
- b. Termination due to health
- c. In the event of an employee's death, any monetary amounts the employee would have been entitled to under the Agreement shall be paid to the employee's estate in the same manner in which it would have been paid to the employee.
- d. If an employee's retirement occurs as a result of potential disciplinary action, the employee shall forfeit all right to receive payment under this Agreement.
- e. The terminal leave payment provided under this Section shall not be available to Administrative/"Management Team" members retiring under the terms of a Retirement Incentive which has been or will be offered by the District, unless specifically included in said Incentive.

M. SALARY

Increases will be based upon Performance as per Yearly Evaluation Form as set forth in Appendix C.

If administrative positions are added to the Agreement at any time during the current plan, salaries would be assigned using the Midpoint Salary as set forth in Appendix C as a general guideline.

N. LEAVES

1. Jury Duty

During an absence for jury duty, the employee shall be paid his or her normal salary. The per diem allowed by the court shall be considered expenses for food and travel for up to three (3) days of jury duty. If jury duty extends beyond three (3) days, the employee shall be paid the difference between his or her normal salary and the per diem allowed by the court for those days for jury duty in excess of the initial three (3) days.

2. Sabbatical

- a. Sabbatical leaves shall be granted in accord with Sections 1166, 1166.1, 1167, 1168, 1169, 1170, 1171, and 1178 of the current School Code and Act 66 of 1996 as both may be amended from time to time, in accordance with the following provisions.
- b. Requests for sabbatical leaves shall be filed not less than sixty (60) days prior to the beginning of the semester for which the sabbatical leave is sought. When, however, the purpose for the leave clearly and specifically involves health matters which require immediate need, a request may be filed at any time. In such cases, the Board reserves the right to request and to review medical evidence supporting the leave. A qualified employee eligible for a full academic year sabbatical may receive it for any two (2) semesters within a four-semester period subject to the above limitations.
- c. A sabbatical leave granted to an employee shall also operate as a leave of absence without pay from all other school activities provided, however, that if the sabbatical leave is for the purposes of professional development, that employee may participate in any after school activities with the same pay as if that employee were not on sabbatical leave.
- d. Applications for sabbatical leave shall be given preference according to the years of service since the previous sabbatical leave of the applicant. The District shall limit the total number of sabbatical leaves granted in any school year to ten percent (10%) of the number of employees regularly employed in the District who are eligible for such sabbatical leave.

- e. No sabbatical leave shall be granted unless such person shall agree to return to his/her employment with the District for a period of not less than one school year immediately following such sabbatical leave.

Upon expiration of a sabbatical leave, the person on sabbatical leave shall comply with the provisions of Section 1168 of the Pennsylvania School Code and such other applicable provisions as well as the provisions of this article.

- f. The person on sabbatical leave shall receive on-half (1/2) his/her regular salary during the period he/she is on sabbatical leave.
- g. All Agreement benefits shall be in force for an employee during the period of a sabbatical leave except for sick leave and/or personal leave. An employee on sabbatical leave for one (1) semester shall upon return to his/her duties have eligibility for sick leave or personal leave pro-rated.
- h. The Board shall have the right to make regulations such as requiring doctors' or hospitals' certifications and school transcripts to ensure that employees on sabbatical leave utilize such sabbatical leave for the purpose for which it was granted.

3. Unpaid Leave

- a. An employee who is unable to fulfill their administrative/management responsibilities because of personal illness or disability, and who has exhausted all accumulated sick leave, may be granted a leave of absence without pay for a calendar year, upon request of the Administrator/"Management Team" members. The Superintendent may request progress reports or medical reports from time to time. If the employee requests an extension of the leave, the Board shall review such request taking into consideration the prognosis and/or personal circumstances of the employee. The Board after such review may, in its sole discretion, extend the time of the leave up to an additional year.
- b. Leaves of absence without pay shall be governed by the following provisions:
 - i. The employee, during the period of leave without pay, may continue health and life insurance protection by paying the full costs of coverage to the District.
 - ii. The employer shall not make any contribution to the Public School Employee's Retirement System, or to any other retirement plan, for or on behalf of any employee on a leave without pay.
 - iii. Sick leave days shall not accrue while an employee is on unpaid leave.
 - iv. Maternity is regarded as any other temporary disability.

- c. If a disability is ended or resolved, an Administrator/"Management Team" member may only return if the employee makes the request to return in writing and submits it no later than two (2) weeks prior to when the employee wishes to return. The district may request documentation of the employee's ability to return to work. The decision to permit the employee to return prior to the end of the scheduled leave shall be within the sole discretion of the District.

4. FMLA Leave

The District shall abide by the Family Medical Leave Act and shall be entitled to exercise the discretionary rights contained therein. A family medical leave under the Family Medical Leave Act shall run consecutively with the leaves contained in this Section. The Leave year shall be defined as a rolling twelve (12) month period in accordance with the FMLA.

5. Military Leave

Military leaves without pay shall be granted to Administrator/"Management Team" members according to the provisions of the School Code or in accord with state and federal laws.

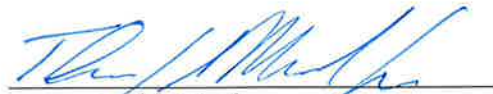
If an employee is called up to active military service and the employee has dependent medical insurance coverage the District agrees to continue the dependent medical insurance coverage for a period of one year for those dependents of the employee covered under the District's medical insurance plan at the time the employee was called up to active military service. With approval of the Board, dependent coverage may be extended for an additional period of time, which approval shall be within the sole and absolute discretion of the District.

In accordance with the Pennsylvania Public School Code of 1949, as amended under Section 1164 – *Compensation Plans for School Administrators* (Act 92 of 1984), 24 P.S. § 11-1164, the Central Valley School District Board of Education ADOPTED and APPROVED the Act 93 Administrator Compensation Plan on May 16, _____, 2013

Date

Central Valley School District

Attest:



Thomas Mowad
Board President



Colleen Kearns
Board Secretary



Ronald J. Kitsko
Act 93 Representative



Witness

APPENDIX A

SCHEDULE OF BENEFITS

In-Network Deductible	
Individual	\$250 (Years 1-3) \$350 (Years 4-6)
Family	\$500 (Years 1-3) \$700 (Years 4-6)
Out of Network Deductible	
Individual	\$500 (Years 1-3) \$700 (Years 4-6)
Family	\$1000 (Years 1-3) \$1400 (Years 4-6)
Physician Visit	\$25.00
Specialist	\$25.00
In-Network Diagnostic	\$25.00
Emergency Room	\$75.00
Mental Health	\$25.00
Spinal Manipulation	\$25.00
Formulary	Open
Prescription Drug Co-Pay	\$5 Generic/\$40 Brand
Mail Order Program	2 x Co-Pay
Retail Dosage Limit	34 day
Calendar Year Deductible	\$50 deductible per person (max. 2 people)

Future benefits may change in accordance with the contract negotiated between the District and the CVEA.

APPENDIX B

Schedule of Employee Contributions To Health Care Premiums

1. Contribution: Employee contributions to the applicable health care premiums are as follows:

2013-2014	5% of plan premium (two plan base: family and individual)
2014-2015	5.5% of plan premium (two plan base: family and individual)
2015-2016	TBD*
2016-2017	TBD*
2017-2018	TBD*

*As per CVEA negotiated in-force Contract

2. Cap Amount: For all applicable years of the Agreement, employee contributions shall be capped at the lesser of the contribution rates set forth above or 1% (family) / 0.5% (individual) of the average salary.

2013-2014	TBD*
2014-2015	TBD*
2015-2016	TBD*
2016-2017	TBD*
2017-2018	TBD*

* As per CVEA negotiated in-force Contract.

APPENDIX C

PHILOSOPHY

We believe that the keystone of building effective management team relationships is to provide a reasonable compensation plan. This plan, while being fiscally responsible to the community, should encourage positive performance, provide benefits which insure personal security, and promote professional development.

The plan proposed herein provides a means by which compensation matters affecting school Administrators can be resolved within the framework of a management team philosophy. This plan is designed to fuel growth and improvement in management team relationships and to strengthen the administrative and educational programs of the school district.

The Board of School Directors and the Superintendent will develop annual goals for the District and these will be reflected in the Administrators' annual performance appraisals. The administrator and the Superintendent/Designee will meet at the beginning of the school year to discuss expectations, develop goals and review evaluation criteria. At mid-year, the Superintendent/Designee and Administrator will review mid-year progress in an informal conference. At the conclusion of the school year the Administrator and his/her supervisor will document performance for the year. The supervisor will recommend a performance rating for each administrator. ("Unsatisfactory", "Approaches Expectations", "Meets Expectations", and "Exceeds Expectations")

GOALS

1. *To encourage Administrators to Excel.*
2. *To provide a systematic and consistent process for determining salaries.*
3. *To provide benefits which insure personal security and promote professional development.*
4. *To attract and retain excellent Administrators.*
5. *To compensate at a level commensurate with the ability of the District to support it.*
6. *To promote cooperation within the Administrative team and between the team and the Board of School Directors.*
7. *To establish a meet and discuss process which creates a cooperative, non-adversarial relationship in which constructive dialogue can occur.*

COMPENSATION

Beginning with the 2015-2016 work year, administrators will be compensated according to the estimated job market value of their position and their performance on the job. The District will conduct regular compensation calculations to evaluate the competitiveness of its salaries and salary ranges. Position descriptions will be provided for each Administrator and may be reviewed/revised as necessary. Performance compensation adjustments will have a direct relationship to the performance rating assigned.

For the 2013-2014 through 2014-2015 work years, Administrators will receive increases based upon the average teachers' salary increase or performance based increase, whichever is larger. 2013-2014 (\$3,200), 2014-2015 (\$3,500)

For subsequent years administrators will receive salary increases/bonus increases based upon job performance ratings.

	Unsatisfactory	Approaches Expectations	Meets Expectations	Exceeds Expectations
Raise	\$0.00	\$500.00	\$1,500	\$2,500
Performance	INELIGIBLE	INELIGIBLE	\$1,000	\$1,500

The Board of Education shall fund a performance bonus pool available for dispersal to employees covered by this agreement. The bonus pool will apply to members of the Act 93 group. Bonuses will be awarded to the discretion of the Superintendent. The Superintendent is under no obligation to award any or all of the bonus allocation in any given year. Bonus payments will NOT become part of the annual salaries. The District will pay bonuses in July for the prior school year's performance.

Exceeds Expectations

Results and the manner in which they are achieved far exceeds expectations. This rating is reserved for truly exceptional performance.

Meets Expectations

Results achieve performance expectations. Performance may exceed expectations in some or all categories or they may fall slightly below expectations in some areas. This is more than offset by performance above expectations in other key areas.

Approaches Expectations

Results approach expectations but fall short of meeting expectations. Additional development and improved performance are required to bring performance to an acceptable level.

Unsatisfactory

Results do not meet the minimum expectations for the position. Considerable improvement is required.

The Board of School Directors, Superintendent and the Act 93 Management Team will develop a mutually agreed upon performance appraisal form utilizing the state mandated appraisal tool. The supervisor will discuss with the Administrator the supervisor's assessment of the Administrator's performance and provide a copy of the supervisor's assessment recorded on the Performance Appraisal form.