

**CHARTIERS VALLEY
ADMINISTRATIVE/SUPERVISORY
COMPENSATION PROGRAM**

July 1, 2015 to June 30, 2017
Approved by the Board June 23, 2015

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I. RECOGNITION

The Chartiers Valley School Board recognizes the Chartiers Valley Association of School Administrators and Supervisors, hereafter referred to as CVASAS, as the official representative of the administrators and supervisors with which it will conduct meet and discuss sessions pertaining to compensation plan and evaluation program.

II. POLICY

The Chartiers Valley Board of Education believes in an equitable system of compensation for its administrative/supervisory personnel. The policy of the school district is one of assuring equitable compensation related to the value of the job position. Performance is based on achieving the goals and objectives in the overall job descriptions.

III. PROGRAM OBJECTIVES

- a. **Establish an appropriate relationship between administrative positions and the employees being supervised.** To achieve equity in compensation between supervisors and those being supervised.
- b. **Create and maintain relevant internal compensation practices.** There should be a positive relationship between salaries paid teaching personnel and those provided administrative personnel according to scope of the job.
- c. **Insure that appropriate compensation is paid to administrators.** Salaries paid district administrators should be relevant to salaries paid administrators throughout the Allegheny Intermediate Unit.
- d. **Provide compensation that is motivating to employees.** Salary ranges should be motivating to employees from the standpoint of demonstrating high levels of performance so that they might move through the range at an accelerated rate. Salary ranges provide an opportunity for employees to protect future potential earnings. Also, reasonable salary programs will help the school district attract and retain competent personnel.
- e. **Establish an evaluation program.** The performance evaluation, as defined by the Board, determines areas for self-improvement and appropriate annual compensation increases.

IV. TERM OF COMPENSATION PLAN

This plan is effective July 1, 2015 and shall remain in force through June 30, 2017.

V. STATUTORY SAVINGS CLAUSE AND WAIVER

The parties agree that all items presented have been discussed and that no additional discussions will be conducted on any item, whether contained herein or not, during the term of this plan unless mutually agreed to in writing. In the event any portion of the plan shall at any time be held contrary to law, such provision shall be void and inoperative; all other provisions in this agreement shall continue in effect unless the part found to be unlawful or void in inseparable from the remaining portions of this plan.

VI. MEMBERSHIP GROUPS

1. GROUP 1

- a. Principals (High School /Middle/Intermediate/Primary Schools)
- b. Assistant Principals (High/Middle/Intermediate/Primary Schools)
- c. Director of Student Services
- d. Director of Writing, Assessment and Professional Development

2. GROUP II

- a. Department Directors (Athletics, Transportation and Facilities)
- b. Technology Support Coordinator
- c. Director of Communication and Strategic Partnerships

3. GROUP III

- a. Curriculum Leaders

VII. WORK YEAR, VACATION DAYS AND HOLIDAYS

A. WORK YEAR

- 1. All Act 93 Group I and Group II employees will have a work year of 12 month/260 work days.
- 2. All Act 93 Group III employees shall have a work year that is twenty (20) work days longer than the work year for District teachers as set forth in the Collective Bargaining Agreement between the District and the Chartiers Valley Federation of Teachers (“CVFT”) as the same may be amended from time to time.

B. VACATION DAYS – Group I and Group II Employees Only

All Vacation requests must have prior approval by the employee’s supervisor.

Group I and II: Twenty (20) vacation days.

- 1. Group III: Group III members shall not receive and vacation days.
- 3. Vacation Scheduling/Eligibility – Group I and Group II only.
 - a. Employees will begin accruing vacation the month in which they begin work. Group I employees will accrue vacation at 1.67 days per month worked. Group II employees will accrue vacation on a monthly basis dependent upon their vacation entitlement (vacation entitlement/12 months). The Superintendent may increase initial vacation entitlements for Group II employees with Board approval.
 - b. Vacation will accrue on a fiscal year basis (i.e. July 1 to June 30). Vacation may not be taken in the same fiscal year in which it is accrued. Vacation accrued in one fiscal year may not be taken until the start of the succeeding vacation year. For purposes of the use of accrued vacation, the vacation year shall begin on July 1, 2015 and end on July 31, 2016. New employees may not take vacation accrued until on or after July 1st following their date of hire.

- c. Employees who are unable to take all of their accrued vacation by July 31, of that year may carryover up to a maximum of ten (10) of those vacation days to the succeeding vacation year. Days carried over must be used by July 31 of such succeeding vacation year. Unused vacation days beyond the ten (10) days noted above will be added to the employee's sick days. Employees may submit a written request to the Superintendent for permission to carryover additional unused vacation days beyond the ten (10) days noted above. The Superintendent, in his sole discretion, may grant written approval to carryover such additional vacation days. Any such additional vacation days that are approved for carryover by the Superintendent shall be lost if such additional days are not used by the date designated by the Superintendent.
 - d. Employees may schedule vacation in excess of the amount accrued to date but within their allotment. Should an employee either voluntarily terminate (resign, retire, etc.) or be terminated subsequent to the scheduled vacation, all days taken in excess of the amount accrued will be deducted from the employee's final paycheck at the employee's per diem rate of pay.
 - e. Upon resignation, retirement, discharge or death of an employee, all unused and accrued vacation time to which the employee is entitled shall be paid to the employee or the employee's estate at the time of separation at the employee's per diem rate of pay (The per diem rate shall be calculated as the individual's annual salary divided by the individual's specified work days in the work year per Article VII-A.)
 - f. All vacation days, with the exception of the emergency situations, must be scheduled and pre-approved by the Superintendent of Schools or his/her designee, prior to use. Emergency situations will be post-approved when accompanied by a valid explanation.
 - g. All Act 93 employees are expected to be in attendance on "snow days" (cancellation or delay of school) unless excused by the Superintendent. Employees are to exercise caution in coming to work: however, if they are absent or chose not to come in, they must take a personal day or vacation day.
5. The Superintendent may schedule a "vacation shutdown week" during the month of July. All Group I and Group II employees entitled to vacation will be required to schedule their vacation during that shutdown week.

C. HOLIDAYS – Group I and Group II Employees Only

1. Act 93 Group I employees and the Director of Communications and strategic Partnerships will receive, and be paid for, all recognized and scheduled holidays, including days surrounding such holidays to create holiday "breaks" (Ex: Christmas – New Year's Break), as scheduled annually by the Board and noted on the District calendar.

2. Act 93 Group II employees will receive the following thirteen (13) paid holidays:

- | | |
|--------------------------|---------------------|
| - Independence Day | - New Years Eve Day |
| - Labor Day | - New Years Day |
| - Thanksgiving Day | - Good Friday |
| - Day after Thanksgiving | - Flexible |
| - Christmas Eve Day | - Memorial Day |
| - Christmas Day | - School Picnic Day |
| - Day after Christmas | |

3. Act 93 Group III employees shall not receive any paid holidays.

4. Group I and Group II employees scheduled to work an approved holiday may, with the approval of the Superintendent, use that as a paid day off to be scheduled and taken by the employee at another time during the work year.

VIII. SALARY SCHEDULE

1. All Act 93 Group I and Group II employee's salary increases will be 0% to 5% based on the recommendation of the Superintendent and approval of the School Board.

2. Act 93 Group I and II employees will participate with contract Central Administrators in the District's Performance Incentive program. It is the intent of the Board to reward administrators for exceptional job performance above and beyond the duties delineated within their respective job descriptions. Performance incentives shall be granted at the discretion of the Superintendent, subject to Board approval, for an overall "Exceptional" performance rating in increments not to exceed \$2,500 per annum per administrator. Performance incentives will be dispersed as a one-time, lump-sum, amount separate from, and not added to, the recipient's base salary. Total dispersals under the Performance Incentive program will not exceed a District-wide maximum of \$10,000.

3. Any Group I employee reaching a base annual salary of \$123,000 will stay at the base annual salary for the remainder of this contract.

4. Any Group II employee reaching a base annual salary of \$90,000 will stay at the base annual salary for the remainder of this contract.

5. In all instances, the Board has sole discretion to determine both increases noted as well as the actual parameter themselves; both are subject to change on an annual basis and at the Boards discretion. There is no absolute correlation between evaluation scores and salary increases or percent thereof. The Board has sole discretion to establish a new base salary within the parameters defined herein for any individual position whenever a vacancy occurs.

7. As of July 1, 2014, Group I employees who obtain their doctorate from an accredited University will receive a one-time stipend of three thousand dollars (\$3,000.00) not to be added to their base salary.

8. The following salary provisions shall be applicable only to Act 93 Group III employees.

a. **Group III Members Who Teach at District.** Any Group III member who teaches at the District and/or was a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader shall receive a salary for the 2015-2016 in an amount equal to the salary of a classroom teacher in accordance with his/her continuing salary step and years of service that correspond to District teachers and members of the CVFT, Plus \$8,000.00 for 2015-2016 school year and \$8,500.00 for the 2016-2017 school year.

b. **Group III Members Who Did Not Teach at District.** Any Group III member who did not teach at the District and/or was not a member of the CVFT immediately prior to accepting an appointment as a Curriculum Leader shall receive a salary for the 2015-2016 and 2016-2017 school year in an amount to be determined by the District Superintendent and approved by the Board.

IX. FRINGE BENEFITS

A. HEALTH CARE INSURANCE – Group I and Group II employees only.

1. All Act 93 Group I and Group II employees eligible for health care insurance shall be provided the Allegheny County Schools Health Insurance Consortium (ACSHIC) Blue Flex EPO plan. Any changes either made within the standard plan or in the standard Plan being offered by the ACSHIC trustees shall become the standard plan coverage defined by this section.
2. An Act 93 Group I or Group II employee may choose an alternate Health Care Insurance Option as provided by the ACSHIC by paying the difference in the monthly premium between That plan and the ACSHIC Standard plan (currently the HMO) in addition to the required premium contribution.
3. Where two employees otherwise entitled to separate health care coverage are, by reason of relationship, qualified to be covered as a spouse or dependent of one or another, the District obligation shall be only to provide coverage for one employee as the primary employee under each of the separate coverages. The person whose birth date occurs first in the calendar year shall be designated as primary.
4. All Group I and Group II employees enrolled in health care under the Comprehension Plan who complete Tiers 1, 2 and 3 of the HIGHMARK Wellness Reward Program by April 1 of each school year shall pay the following monthly premium contribution.

Individual Coverage:	1.25% Gross Salary Earned
All Other Coverages:	1.65 Gross Salary Earned

All Group I and Group II employees enrolled in health care under the Compensation Plan who DO NOT complete Tiers 1, 2 and 3 of the HIGHMARK Wellness Reward Program by April 1 of each school year shall pay, retroactive to July 1 of the year in question, the following monthly premium contribution:

Individual Coverage:	1.35% Gross Salary Earned
All Other Coverages:	1.75% Gross Salary Earned

Gross Salary earned under this section shall include only the base salary amount earned under the attachments. Premium Contributions will be deducted on a monthly basis over twelve (12) equal installments.

5. The District retains the right to change providers for insurance coverage. Should the ACSHIC, or a competitor, create a benefit design which costs less than the ACSHIC Standard Plan II while being comparable in benefit and network, the District will adopt the alternative. Any saving derived by such a move shall be divided in the following proportions:

33%	To be retained by the District; and
33%	To be retained by the Act 93 Group I and Group II employees enrolled; and
34%	To be placed into a fund, the sole purpose of which is to defray future cost increased in Health Care Insurance costs.

6. Act 93 Group I employees shall be entitled to a bi-annual executive physical examination in which the District will pay up to \$250 in costs exceeding the covered costs provided by the prevailing health care plan.

B. DENTAL – Group I and Group II Employees Only

The Board shall provide, to all Act 93 Group I and Group II employees and at no cost to the employee, a Dental Care Insurance plan as offered by the ACSHIC to include Basic Riders A, B, C and D for all full-time Group I and Group II employees and their dependents for the term of the agreement. Any changes either made within the standard plan or in the standard plan being offered by the ACSHIC trustees shall become the standard plan coverage defined by this section.

C. VISION INSURANCE – Group I and Group II Employees Only

The Board shall provide, to all Act 93 Group I and Group II employees and at no cost to the employee, the ACSHIC Standard Vision Plan for all active Act 93 Group I and Group II employees and their dependents. Any changes either made within the standard plan or in the standard plan being offered by the ACSHIC trustees shall become the standard plan coverage defined by this section.

D. MULTIPLE COVERAGES – Group I and Group II Employees Only

Where two employees otherwise entitled to separate health, dental and vision care coverage are, by means of relationship, qualified to be covered as a spouse or dependent of the other, the District’s obligation shall be only to provide health, dental and vision care coverage for one employee as the primary employee under each of the separate coverages. The employees shall designate which employee shall be primary.

E. LIFE INSURANCE – Group I and Group II Employees Only

The Board shall provide on each Act 93 Group I and Group II employee, at no cost to the Employee, group life insurance in the following amounts:

Group 1	\$50,000 with an additional \$50,000 option provided the employee assumes responsibility for the premium and taxes due.
Group II	\$50,000

F. INCOME PROTECTION – Group I and Group II Employees Only

The Board shall provide each Act 93 Group I and Group II employee, at no cost to the employee, both short and long-term disability under the terms and conditions stated in the District’s disability policy.

G. HEALTH INSURANCE BUYOUT – Group I and Group II Employees Only

If any Act 93 Group I and Group II employee who is eligible for health care insurance coverage on a spouse’s group insurance plan provided by an employer other than the District provides proof of such coverage and chooses not to utilize the District’s health insurance coverage (opt-out), that Group I and Group II employee shall receive the following incentive:

Individual Coverage:	\$200.00 per month
Any other level of coverage:	\$250.00 per month

Any Group I and Group II employee choosing to opt-out of the District’s health insurance shall do so normally at the beginning of the school year (July 1). In the case of a qualifying event (loss of coverage, change in marital status, birth or adoption of a child, or other event recognized by the insurance carrier as a catastrophic or significant event), the employee may opt back into the coverage effective the month after such notice is received by the District. Group I and Group II employees who did not previously have coverage with the District will be eligible to opt-out only at the Individual Coverage Rate. Group 1 and Group II employees who are covered as defined by IX – A - 2 shall not be eligible to claim health insurance buy out. Group I and Group II employees who opt-out of the Districts health care insurance will retain the right to participate in the District’s dental and vision plan if they so choose.

H. FEDERAL HEALTH CARE REFORM ACT - Group I and Group II Employees Only

The District and the CVASAS each reserve the right to initiate Meet and Discuss procedures in order to address any impact resulting from the implementation of the Federal Health Care Reform Act, its amendments, and any other applicable Federal or State legislation regulating health care during the life of the Agreement. In such event, the parties will meet to discuss the impact and effect of such program(s) and to adopt reasonable modifications to the current health care program.

I. INSURANCE BENEFITS – Group III Only

Group III members shall receive the same insurance protections and insurance benefits, under the same terms and conditions, as are provided to District teachers who are members of the CVFT under the applicable Collective Bargaining Agreement between the District and the CVFT, as the same may be amended from time to time.

X. PAID LEAVE

A. BEREAVEMENT LEAVE – Group I and Group II Employees Only

1. In case of death in the immediate family, Act 93 Group I and Group II employees may be allowed up to five (5) days leave with full pay. These days must be consecutive, and a non-working day shall count against the five (5) days herein mentioned.

In such case, no pay shall be allowed for such non-working day(s). Members of the immediate family shall be defined as father, mother, brother, sister, son, son-in-law, daughter, daughter-in-law, husband, wife, parent-in-law, grandchild, near relative who resides in the same household, or any person with whom the employee has made his/her home.

2. In case of death of near relative, a leave of absence with pay for the day of the funeral is authorized. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

B. PERSONAL – Group I and Group II Employees Only

Each Act 93 Group I and Group II employee shall be entitled to three (3) personal days per fiscal year (July 1 – June 30) at no loss of pay. All personal days not used shall be converted to sick days effective July 1st of the succeeding fiscal year. To receive the full allotment of personal days, employees must be on the payroll by July 1st. Employees who begin work after July 1st will have their personal days prorated for the year in which they are hired.

C. SICK LEAVE – Group I and Group II Employees Only

All Act 93 Group I and Group II employees shall be allotted twelve (12) days of annual sick leave with pay. All unused sick days shall be accumulated. Sick day allotments renew each fiscal year on July 1st. To receive the full allotment of sick days, employees must be on the

payroll by July 1st. Employees who begin work after July 1st will have their sick days prorated for the year in which they are hired. Employees may use up to 4 sick days for family illnesses.

D. WORKERS' COMPENSATION – Group I and Group II Employees Only

If injury is incurred during the course of employment, the district will pay the difference between the Workers' Compensation benefit and the Group I and Group II employee's salary for up to one (10 year beginning with the first day the employee is off work for a work related injury. Sick leave may be used after the one year period but may not be used in conjunction with the Workers' Compensation benefit and salary differential paid out as described in this paragraph.

E. JURY DUTY – Group I and Group II Employees Only

The District will compensate full salary whenever an Act 93 Group I and Group II employee is called for jury duty upon receipt of proof of service and remittance of all monies received by the employee from the court to the district.

F. MILITARY LEAVE – Group 1 and Group II Employees Only

The District will at all times maintain a policy pertaining to and consistent with all federal and state requirements pertaining to military service.

G. FAMILY MEDICAL LEAVE ACT - Group I and Group II Employees Only

The District will at all times maintain a policy pertaining to and consistent with all federal and state requirements pertaining to the Family Leave Act of 1993.

H. LEAVES OF ABSENCE – Group III Employees Only

Group III employees shall be entitled to the same Leaves of Absence, under the same terms and conditions, as are provided to District teachers who are members of the CVFT under the applicable Collective Bargaining Agreement between the District and the CVFT, as the same may be amended from time to time.

XI. OTHER BENEFITS

A. TRAVEL AND EXPENSES – Group I and Group II Employees Only

1. Act 93 Group I and Group II employees shall be reimbursed according to the District Travel Policy
2. Act 93 Group I and Group II employees shall receive, at no cost to the employees, \$100,000 in travel accident insurance when they are traveling on approved District related business.

B. TUITION REIMBURSEMENT – Group I and Group II Employees Only

1. Reimbursement Loan

The Board shall reimburse, in the form of a loan, up to the current rate specified by the University of Pittsburgh Graduate Tuition Rate, for each Act 93 Group I and Group II employee at an approved institution in a Masters or Doctorate program, credits/courses directly related to the employees' work. The tuition rate per credit in effect at the time the credits/courses are approved will be the rate used for reimbursement, forgiveness, and possible repayment. Pre-approval of the Superintendent is necessary before either enrollment or participation in a program is initiated; the number of credits/courses that may be scheduled per semester/year is unlimited. To be eligible for a reimbursement loan, all credits/courses for which the Group I and Group II employee seeks a reimbursement loan must be started and completed while the individual is employed by Chartiers Valley School District. To obtain reimbursement for any credits/courses, the Group I and Group II employee must obtain a grade of "B" or higher; credits/courses in which a grade lower than a "B" is achieved will be ineligible for reimbursement.

2. Reimbursement Loan Forgiveness

Reimbursement loans provided to Group I and Group II employees for the cost of credits shall be forgiven on the following schedule:

- 20% forgiven after one (1) complete school year following receipt of the degree;
- 40% forgiven after two (2) complete school years following receipt of the degree;
- 60% forgiven after three (3) complete school years following receipt of the degree;
- 80% forgiven after four (4) complete school years following receipt of the degree;
- 100% forgiven after five (5) complete school years following receipt of the degree.

"Receipt of Degree" refers to the month, day and year in which the degree was conferred. "School Year" is defined as that period beginning on a specific day in August/September and concluding on a specific day in June of the succeeding year. The school year in which receipt of degree occurs does not count toward loan forgiveness.

Any Act 93 Group I or Group II employee seeding reimbursement loans for the cost of credits shall execute a Promissory/Demand Note in the amount of the cumulative reimbursement loans to date in favor of the District as a condition of receipt of such reimbursement loan. Each note shall reflect the above referenced forgiveness schedule and state that the District shall not seek to collect unless the employee leaves the employ of the District prior to completion of five (5) full school years following the school year in which receipt of the degree occurred. Should the employee voluntarily terminate his/her employment relationship with the district before the completion of the five (5) school years, he/she shall owe the balance of the loan to the district per the schedule shown above. The final amount owed will be withheld from the employee's final paycheck(s). Any amount owed in excess of the amounts taken from the employee's final paycheck(s) shall be the responsibility of the employee to reimburse to the District

per the requirements of the Promissory/Demand Note. Employees are required to submit, at the conclusion of each course, a valid transcript/report demonstrating that they have completed the course(s) for which they have sought reimbursement loans with a grade of "B" or higher.

Any Group I or Group II employee who leaves the district prior to completion of the degree, does not continue in a degree program while remaining an employee, or who completes credits/courses that do not culminate in a degree, is not subject to the provisions of this section and must immediately pay back to the District the entire amount borrowed. The final amount owed will be withheld from the employee's final paycheck(s). Any amounts owed in excess of the amounts taken from the employee's final paycheck(s) shall be the responsibility of the employee to reimburse to the District per the requirements of the Promissory/Demand Note.

If a Group I or Group II employee leaves Chartiers Valley School District in order to accept a position as an educational leader elsewhere, the remaining tuition reimbursement loan may be forgiven at the recommendation of the Superintendent with the approval from the Board of School Directors of the Chartiers Valley School District.

C. PUBLIC LIABILITY INSURANCE – Group I and Group II Employees Only

All Act 93 Group I and Group II employees shall receive, at no cost to the employee, \$2,000,000 in public liability insurance for district-related legal expenses.

D. ANNUITY – Group I Employees Only

All Act 93 Group I employees shall receive \$100 monthly allowance toward a paid up life insurance policy at retirement, a tax sheltered annuity, or a disability/long-term care policy.

E. PROFESSIONAL ORGANIZATION DUES – Group I Employees Only

All Act 93 Group I Employees shall be entitled to membership in one (1) professional organization in their field at the expense of the school district.

F. TAX SHELTERED PROGRAMS – Group I Employees Only

The District will provide, as permitted by the Internal Revenue Code, 410(a), 403(b)3, 403(b)7, and 457(b) plans, or such other such options as may from time to time become available to provide tax – sheltered savings options for Act 93 Group I and Group II employees as necessary to comply with IRS provisions.

G. FLEXIBLE SPENDING ACCOUNTS/SECTION 125 PLAN – All Act 93 Employees

The District shall provide, as permitted by the Internal Revenue Code and at no cost to the Group I, Group II and Group III employee, an IRS Section 125 Plan to protect employee premium contributions, un-reimbursed medical expenditures, child care appending accounts and other expenditures to the extent possible consistent with and subject to all applicable

statutes and regulations as the same may be amended from time to time.

H. COMMUNICATIONS – Group I and Group II Employees Only

The District shall provide internet access, computers and cellular phones as it deems appropriate for effective communication and performance of job duties. Personal use of the above listed items shall be regulated by Board Policy and the District reserves the right to monitor the use of all devices noted above to verify business and personal use; therefore, the individual has no expectation of privacy in the use of said devices. All maintenance and recurring monthly charges pursuant to the above shall be at the expense of the District and these items shall be returned to the District when required. The cost of any personal calls made on the district provided cellular phone shall be borne by the individual. If any Group I or Group II Act 93 employee declines the cellular phone provided by the District, and, in the opinion of the District, the individual is required, for the performance of his/her job duties, to carry such cellular telephone for communications, the District will reimburse the individual \$25 per month or the District's equivalent cost, whichever is less, toward the cost of a cellular phone of the individuals choosing; the individual must provide the District with the number of said phone.

XII. RETIREMENT BENEFITS

A. RETIREMENT SEVERANCE – Group I and Group II Employees Only

1. Group I

Administrators who retire from education after twenty five (25) years of service and who are At least 55 years of age, or who retire under a Pennsylvania School Employee's Retirement System (PSER) "30 and out" provision, shall be entitled to the following benefit provisions:

- A rate of \$100.00 per day times the number of accumulated, unused sick days;
- A rate of \$200.00 per year of service with the District

The combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$20,000; and

- The per diem rate for all accrued but unused vacation and personal days remaining in the vacation year in which retirement commences. The per diem rate shall be calculated as the individual's annual salary divided by the individual's specified work days in the work year (per Article VII).

All the above retirement severance payments must be made through a 401 (a) Special Payment Plan.

2. Group II

An employee eligible to retire under the Pennsylvania School Employee's Retirement System (PSER), or any employee who voluntarily resigns after fifteen (15) years continuous service in the Chartiers Valley School District, shall be entitled to the following benefit provisions:

- A rate of \$50.00 per day times the number of accumulated, unused sick days;
- A rate of \$100.00 per year of service with the District.

The above combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$10,000; and

- The per diem rate for all accrued but unused vacation and personal days remaining in the vacation year in which retirement commences. The per diem rate shall be calculated as the individual's annual salary divided by the individual's annual salary divided by the individual's specified work days in the work year (per Article VII).

All the above retirement severance payments must be made through an employer contribution 403 (b) Plan.

B. RETIREMENT HEALTHCARE BENEFITS – Group I Employees and Director of Communications and Strategic Partnerships

ACT 93 Group I Administrators and the Director of Communications and Strategic Partnerships who retire from education after twenty-five (25) years of service and who are at least 55 years of age, or who retire under a Pennsylvania School Employee's Retirement System (PSER) "30 and out" provision, shall be entitled to the following benefit provisions:

1. The retiree will receive an annual amount to be used for the purchase of retirement health care calculated based on the number of PSERS years of service the retiree had at the time of his or her retirement and the type of coverage needed. Specifically retirees shall receive \$400 for each year of service toward the purchase of family healthcare benefits; \$375 for each year of service toward the purchase of employee and spouse benefits; and \$120 for each year of service toward the purchase of individual healthcare benefits. Any health care premium costs above the District's annual contribution amounts shall be the responsibility of the retiree or his/her surviving spouse. These benefits shall continue until the earlier of the following:
 - a. the retiree attains Medicare eligibility, or
 - b. the retiree becomes employed in a position which offers employer-paid health insurance benefits to the retiree. Retirees shall be obligated to report to the District the attainment of an post-retirement employment which affords the ability to receive employer paid health insurance benefits. For purposes of this section, fully employee-funded health insurance benefits eligibility does not trigger this requirement; however, the ability to purchase health insurance benefits through a cafeteria plan arrangement with the ability to elect cash or benefits would trigger this requirement.
2. Spouses of retirees eligible for either a state or federally funded medical care program at the time of the employee's retirement are not eligible for medical coverage under this plan.

3. Should a future plan permit a different carrier for medical coverage, the retiree or his/her surviving spouse will be enrolled in the new plan at a comparable level of coverage as applicable to the active Act 93 employees with similar coverage.
4. Failure on the part of the retiree to make his/her monthly payments by the 10th of each month shall be sufficient cause to terminate the medical coverage; an exception will be made when extenuation circumstances intervene.
5. Coverage for the retiree shall cease if the retiree becomes 1) gainfully employed and employer-paid benefits are available to the employee or 2) eligible for employer-paid coverage by way of spousal employment. Should the retiree lose coverage obtained under either condition specified herein, the retiree shall once again be eligible for the District provided benefits subject to approval and condition of the providers.
6. The retiree's life insurance shall continue at the level of coverage in effect as of the date of retirement until such time as it must either be discontinued by plan or the employee elects to continue such coverage as defined by the plan description. Accidental Death and Dismemberment discontinues upon retirement.
7. If any provision of this section is ruled to be illegal or discriminatory by a Federal, State, or Local Court or Federal or State Administrative Agency with decision or rule making authority, that section of the Agreement shall be deemed to be null and void. In the event that this section should be invalidated on ERISA, ADEA, or other grounds, the program shall be void from such date forward but without adverse impact on existing retiree beneficiaries. Further, in such event, the parties shall attempt to implement a substitute program free of the invalidating conditions(s).

C. RETIREMENT INCENTIVE – Group III Employees Only

Group III members shall receive the same retirement incentive, under the same term and conditions, as are provided to District teachers who are members of the CVFT under the applicable Collective Bargaining Agreement between the District and the CVFT, as the same may be amended from time to time.

XIII. EVALUATION PLAN

The Superintendent of Schools or his/her designee must provide Act 93 employees, at minimum, an annual evaluation. The criterion used to evaluate employees includes:

A. Performance Evaluation Criteria

The evaluation process is one in which the appraiser, in joint effort with the employee, assesses the major areas of responsibility in terms expected results, and uses these results as a means of evaluation using the Pennsylvania Principal Effectiveness System in Act 82 of 2012.

1. Principal Effectiveness Evaluation Process:

- A. Principal Effectiveness Evaluator Assessment Rubric
 - 1. Observation and Evidence – 50%
 - 1. Evaluator Assessment enables the supervisor to examine the strengths and areas of need improvement for those whom they supervise.
 - 2. Employee Self – Assessment will be a valuable exercise to assist in the completion of the Observation and Evidence Score.
 - a. Building Level Data – 15%
Is defined by the School Performance Profile
 - b. Correlation Between Teacher PVAAS scores and Danielson rating – 15%
Is defined by the PVAAS and growth correlation score
 - c. Elective Data – 20%
Shall include a portfolio of evidence and written assessment that details successful completion of all areas of the employee’s job description.
- B. At the option of the employee, Building-Based Leaders, with input and approval from the supervisor and Superintendent, will establish three (3) goals.

The appraiser and employee should examine the District’s goals outlined in the District’s Professional Development and Strategic Plans and the Mission and Vision of the District, as well as the employee’s individual job performance.

Should such goals be established, the goals will be initiated by the appraiser in consultation with the employee during the goal-setting meeting in the evaluation cycle. Specific written criteria for assessment of goal completion will also be established at the time and recorded on the Act 93 Goal Achievement Form.

The form will be signed by the employee and appraiser, and will be submitted to the Superintendent for final approval by August 31 of the school year.

Goals may be adjusted during the mid-year performance review, but any change to the established goals or additional goals must receive approval of the Superintendent. Written documentation of the accomplishment of goals will be recorded on the same form in May and approved by the appraiser during the end-of-year final evaluation meeting.

2. Performance Rating Scale

- A. Ratings – The Educator Effectiveness Act of 2012 includes the use of School Performance Profile Data (SPP) and Correlation Data based on Teacher Level Measure (PVAAS) to evaluate Principals. This data will not be available until the subsequent October; therefore, Building Based Leaders shall be issued a provisional rating by June 30 of each school year. Final ratings shall be issued to Building Based Leaders after SPP and PVAAS Correlation data is applied to the provisional ratings. The Final Ratings shall be shared with the individual employees.
- B. Provisional and Final Ratings Criteria:

_____ Distinguished – Performance shows High Achievement of instructional leadership in areas of responsibility as demonstrated in the evaluation process. A rating of Distinguished demonstrates high achievement and effective leadership as defined

by the Principal Effectiveness Rubric and Act 82 of 2012.

A PROVISIONAL DISTINGUISHED RATING CANNOT BE ACHIEVED. A FINAL DISTINGUISHED RATING MAY BE ATTAINED ONLY AFTER FACTORING IN SCHOOL PERFORMANCE PROFILE DATA AND CORRELATION DATA BETWEEN TEACHER PVAAS SCORES AND TEACHER DANIELSON RATINGS HAVE BEEN CALCULATED.

_____ Proficient – Performance shows attainment of position description areas of responsibility and overall demonstration of leadership and management skills and performance that meets the high standards of Chartiers Valley School District as demonstrated in the evaluation process. A rating of Proficient demonstrates the educator has met the expectations of achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012.

_____ Needs Improvement – Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of deficiencies and is motivated to improve. A Rating of Satisfactory – Needs improvement, demonstrates the educator has not met the expectations of achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012.

_____ Unsatisfactory (Failing) – Lack of improvement on previously identified deficiencies or performance demonstrates serious deficiencies in attainment of established standards of the position description. Individual consistently demonstrates poor performance and judgment in meeting school district expectations. A rating of Unsatisfactory demonstrates the educator has serious deficiencies and is failing in their impact on achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 or 2012.

C. Performance Enhancement:

Group I employees and those Group II employees who have not previously worked in the district may, with the completion of the employee's goals and after the publication of the School Performance Profile from the Pennsylvania Department of Education, receive a one-time payment in an amount determined by the Superintendent and approved by the Board Of School Directors for the Chartiers Valley School District. Such one-time payment shall not be added to the employee's base salary. This one-time payment will be provided to the employee in a separate check on February 15 of that school year.

XIV. MISCELLANEOUS PROVISIONS – Group III Employees

A. **Supervisory Certification.** Group III members are not presently required to possess a Supervisory Certificate. However, the District Superintendent shall have the right at any time during the term of the Plan to require that each Group III member possess a Supervisory Certificate. In the event that the Superintendent requires that each Group III member possess a Supervisory Certificate, any incumbent Group III member who does not hold such a certificate at the time of the Superintendents determination to

require such certificate shall be given, if permitted by applicable law, a specified period of time in which to obtain such certification. The applicable period of time shall be determined by the Superintendent. Any such incumbent Group III member who does not hold such a certificate at the time of the Superintendent's determination shall be provided tuition reimbursement from the District to secure such certificate, with the amount of such tuition assistance to be determined by the District Superintendent and approved by the Board.

B. Group III Member Who Teaches at District – Seniority. Any Group III member who teaches at the District and was a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader, and who is tenured as a professional employee and did not have a break in service (as defined in the collective bargaining agreement between the District and the CVFT), shall be credited with seniority in accordance with the Public School Code of 1949, as amended, for time spent as a Curriculum Leader.

C. Appointment/Removal from Curriculum Leader Position. The District shall have the sole discretion to determine which employee shall be offered a Curriculum Leader position. The District may remove any employee from a Curriculum Leader position for any reason deemed appropriate by the District in its sole discretion.

(i) **Removal of Group III Member Who Teaches at District.** Any Group III member who teaches at the District and was a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader and who is removed from a Curriculum Leader position by the District for reasons other than those constituting just cause for dismissal shall be entitled to return to a regular classroom teaching position at the District and be eligible to be a member of the CVFT.

(ii) **Removal of Group III Member Who Did Not Teach at District.** Any Group III member who did not teach at the District and/or was not a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader and who is removed from a Curriculum Leader position by the District for reasons other than those constituting just cause for dismissal shall be entitled to regular classroom assignment consistent with applicable tenure and furlough laws of the Commonwealth of Pennsylvania.

D. Voluntary Resignation from Curriculum Leader Position.

(i) **Voluntary Resignation for Group III Member Who Teaches at District.** Any Group III member who teaches at the District and was a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader and who voluntarily resigns from a Curriculum Leader position (for reasons other than to avoid removal for cause) shall be entitled to return to a regular teaching position at the District and be eligible to be a member of the CVFT. Absent the Superintendent's agreement to a different resignation and return date, the voluntary resignation of any such Group III member shall be effective as of the end of the school year in which the member submits written notice of voluntary resignation to the

Superintendent and the return of such Group II member to their regular teaching position and original classroom at the District following such voluntary resignation shall take place at the start of the following school year.

(ii) **Voluntary Resignation of Group III Member Who Did Not Teach at District.** Any Group III member who did not teach at the District and/or was not a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader and who voluntarily resigns from a Curriculum Leader Position shall not be entitled to be assigned to a regular teaching position at the District.

E. **After School Meetings.** Group III members shall prepare for, attend and conduct after-school meetings with professional employees as required by the Superintendent.