Crestwood School District Administrative Compensation Plan

2015-2020

ADOPTED May 21, 2015

ADMINISTRATOR COMPENSATION PLAN

THE BOARD OF SCHOOL DIRECTORS OF THE CRESTWOOD SCHOOL DISTRICT ADOPTS THE FOLLOWING ADMINISTRATOR COMPENSATION PLAN PURSUANT TO THE "PUBLIC SCHOOL CODE OF 1949" AS AMENDED, SECTION 1164 AND "ACT 93 OF 1984". THE BOARD RECOGNIZES THE IMPORTANCE OF MAINTAINING AN EFFECTIVE MANAGEMENT TEAM TO STRENGTHEN THE ADMINISTRATION AND EDUCATIONAL PROGRAMS OF THE DISTRICT AND TO ESTABLISH AND IMPROVE COMMUNICATIONS, DECISION-MAKING, CONFLICT RESOLUTIONS AND OTHER RELATIONSHIPS AMONG THE MEMBERS OF THE TEAM.

I. TERM OF COMPENSATION PLAN

This plan is effective July 1, 2015 and shall continue until June 30, 2020.

II. DEFINITION

"Administrators" will have two classifications – Certificated Administrative Positions and Non-Certificated Administrative Positions.

The Certificated Administrative Positions may include:

- 1. Assistant to the Superintendent
- 2. Building Principals
 - a) Crestwood High School
 - b) Crestwood Middle School
 - c) Fairview Elementary School
 - d) Rice Elementary School
- 3. Assistant High School Principal

The Certificated Administrative Positions are certified positions under Pennsylvania School Code. Each of them needs proper certification to be able to perform professional duties, such as curriculum, evaluation of professional staff, etc.

The second classification is Non-Certificated Administrative Positions which may include:

- 1. Athletic Trainer/Ass't Dir. of Athletics
- 2. Director of Athletics

- 3. Director of Technology
- 4. Director of Computer and Technology Systems
- 5. School District Psychologist 200 day appointment

The Board reserves the right to amend the foregoing lists.

The Administrator's "Work Year" will be defined with a twelve (12) month appointment except where noted. The Superintendent may, at his/her discretion, allow alternative work hours during summer recess periods. These variations shall not be permanent and will be dependent upon work requirements.

III. COMPENSATION PLAN

Vacation Days

Vacation days for administrators on staff effective June 30, 2010 are to be grandfathered. All vacation days must have prior approval by the Superintendent.

For any new administrators (certificated or non-certificated), vacation is prorated in year one (1), if they do not start on July 1st. These individuals are not allowed any vacation days from their first day of employment to June 30 of year one (1).

Any presently employed 12 month administrator will receive the following vacation plan:

After first year-3 complete years in the District	-	15 days
4-12 complete years in the District	-	20 days
13-up complete years in the District	-	25 days

Complete year is determined by the anniversary date of hire. Employees hired after June 30, 2015 will **be limited to an annual maximum of 20 vacation days.**

Non-Certificated Administration and Administration with less than a 12 month appointment who move to a 12 month position will carry over years of service – related to vacation days.

<u>Holidays</u>

Independence Day (July 4) Labor Day Columbus Day Veterans' Day Thanksgiving (Thursday, Friday, Monday) Christmas Eve, Christmas Day, New Year's Eve, New Year's Day – Any aforementioned holidays falling on Saturday, the employees shall be granted the preceding work day as the holiday, and if any of the aforementioned holidays fall on a Sunday, employees shall be granted the succeeding work day as the holiday. If Christmas Day falls on a Saturday, the day of compensation for December 24th shall be the following Monday. If New Year's Day falls on a Saturday, the day of compensation for December 31st shall be the preceding Thursday. Martin Luther King Day Presidents' Day Good Friday, Easter Monday Memorial Day

All fringe benefits are listed/enumerated within this Compensation Plan, with the exception that Administrators shall also receive substantially equivalent fringe benefits as those identified in the following articles/subarticles in the CEA CBA in effect as of the date of adoption of this plan: Employee Benefits (8.10, 8.11), Family and Short-Term Leave (9.1, 9.2, 9.3, 9.4, 9.5, and 9.6). If the

listed CEA-CBA sited sections are renumbered or altered per state or federal law said changes will be effective in this agreement.

- A. Administrators shall receive three (3) personal leave days per year. All unused personal days can be accumulated from year to year to a maximum of five (5) days; or at the employee's option be credited to their accumulated sick leave. Use thereof needs prior approval of the Superintendent, unless considered an emergency.
- B. Administrators shall receive twelve (12) days annual sick leave (according to school code).
- C. The Board shall purchase Fifty Thousand Dollars (\$50,000) of term life insurance with accidental death and dismemberment coverage for each employee during each year of this Compensation Plan. Act 93 personnel shall have the option to purchase, at their own expense, additional term life insurance with accidental death and dismemberment coverage up to an amount not to exceed the employee's salary or the amount provided by the Board, whichever is the lesser amount, subject to the rules and regulations of the insurance company. Premiums will be deducted from the employee's paycheck upon receipt of written authorization.
- D. 403(b) tax shelter privileges will continue as has been permitted per a 2004 MOU (as listed in the CEA CBA in effect as of the date of adoption of this plan.)
- E. Administrators will receive payment for unused vacation days maximum of seven (7). There will be no accumulation of unused days nor will any be converted to sick days.
- F. Administrators may exchange two sick days for one snow emergency day, limited to three such days, per year. These snow emergency days must be used on days when school has been closed for teachers and students. These days may not accumulate year-to-year. With the Superintendent's approval, Administrators will be permitted a two (2) hour arrival delay when school has been canceled.
- G. Please refer to the Salary Scale (Attachment #A)
- H. The School District will provide 100% tuition reimbursement for the first six credits and 65% for an additional six credits per year (12 credits per year—prior approval of the Superintendent is necessary). The Administrator must receive a "B" or higher to qualify for reimbursement.

***If an employee leaves the district for any reason other than a medical reason or retirement, the employee shall reimburse the district for any courses taken and reimbursed by the district as follows:

The individual taking the course incurs a liability to the District that will be forgiven at a rate of 1/3 each school year following the school year in which the individual was reimbursed for the course.

I. PSERS Qualifying Administrators retiring prior to the age of sixty-five (65) shall receive single health-care benefits. The retiring employee shall continue to receive, based on the employer contribution rate, the same health insurance benefit options provided in the CEA CBA until the employee becomes eligible for other state or federally sponsored health insurance(s). The employee who desires to continue such health insurance options shall contribute toward the plan at the same rate as the current employees with percentage of salary calculation based on their full-year salary prior to retirement. Said employee has the right to purchase dependent health coverage at his/her expense throughout the life of this Agreement.

In addition, the retiring employee shall have the right to purchase the remaining insurance coverage(s) at their expense through a pre-payment plan established by the employer's designated representative. Such payment plan shall also apply to the co-payment of health insurance premiums enumerated above.

J. PSERS Qualifying Administrators shall, upon retirement, receive an incentive payment at the date of retirement calculated at a percentage of their last full year's salary. The percentage is to be based on unused sick days according to the following table:

Accumulated Sick	% of Final Year's
Days	Salary
100-150	50
50-99	40
26-49	20
0-25	0

The retiree will be paid the CEA CBA rate in effect as of their effective retirement date for unused sick days beyond the first 150 accumulated sick days. The accumulated days beyond the 150 are those earned as a Crestwood employee.

Administrators wishing to take advantage of the Retirement Incentive Program must notify the Superintendent, in writing, 150 days prior to their effective retirement date (but no later than January 15th for retirement dates occurring 150 days or more after January 15th of the current year and prior to the beginning of the succeeding school year), except in the case of emergency, for example; illness, injury, death of spouse.

K. Health-care plans will be the same as those offered to the professional staff. Administrative staff and eligible retirees will be required to contribute toward the annual premium as follows or at the contribution percentages in effect in the CEA CBA for any school year if greater:

School Year	Contribution %
2015 - 2016	10
2016 - 2017	10
2017 - 2018	10
2018 - 2019	10
2019 - 2020	10

L. Mileage, Dues and Expenses

It is agreed that the school district shall continue to pay membership for each administrator in the appropriate national and state associations. Mileage shall be compensated at the maximum rate approved by the Commonwealth, not to exceed that approved by the IRS; and the school district shall, with the approval of the Superintendent of Schools, pay full expenses for any administrator to attend said approved conference.

- M. Benefit Waiver Policy as described in Attachment C.
- N. Flexible Benefits Plan election form as described in Attachment D.
- O. The PDE evaluation Forms 82-2/82-3, (the Principal's Effectiveness Tool) described in Attachment B will be used as an annual assessment tool. Any administrator rated "Needs Improvement" or

"Failing" will be subject to a six month Plan for Improvement. Said Plan will be a collaborative document created by the Superintendent and identified administrator.

- P. In the event the Board of Directors directs that an investigation of an Administrator's conduct or performance be undertaken, the Administrator shall be:
 - a. notified of the occurrence and purpose of such investigation prior to the commencement of the same;
 - b. granted access to all documents or reports generated by such an investigation; and
 - c. granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded.

All investigations undertaken shall be conducted in private without any public disclosure by the Board or the Act 93 member of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privilege or work product information with the Act 93 member following the completion of any investigation of his/her conduct or performance.

The Act 93 member may resign at any time provided s/he gives the board at least 60 days' notice prior to the effective date of the resignation.

In the event the Act 93 member is charged with any crime relating to his/her duties as an administrator, including but not limited to bribery, extortion or theft of honest services, as well as a crime involving moral turpitude whether or not relative to his/her duties as an administrator, said administrator shall forfeit the right, if s/he has any, to request payment for accumulated sick or vacation days pending disposition of such charges. In the event the administrator is found either through plea or otherwise, guilty of any crime described herein, he/she shall forfeit the right, if s/he has any, to such payments.

In the event that criminal charges as outlined in the previous paragraph are filed and disposed of by a finding of guilty either through plea or otherwise after the administrator is no longer employed by the District and after s/he receives payment for unused sick or vacation time, the administrator shall with ten (10) days of such guilty plea or guilty disposition, remit to the District the entire gross amount of money paid to the administrator for unused sick or vacation time.

- Q. In an effort to uphold the highest standards of the Crestwood School District and to ensure the safety and security of its students, the District is establishing a Drug and Alcohol Free Policy for its Administrative Staff. As part of this policy, random drug testing will be implemented of all Administrative Staff. All testing will be conducted by an independent contractor to ensure the randomness of the events, security of the test samples, and the privacy of the test subject. A copy of the Drug and Alcohol Free Policy is attached in ATTACHMENT 'E'.
- R. Employee Assistance Program per Board Policy 351
- S. The Board of Directors may, at its discretion, incorporate any additional benefits.

Attachments

ATTACHMENT A – Salary Scale

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
Asst to the	2014 15	2013 10	2010 17	2017 10	2010 15	2013 20
Superintendent	\$101,684.76	\$104,716.10				
HS Principal	\$96,762.38	\$99,675.59				
M S Principal	\$83,967.52	\$86,573.65				
FV Principal	\$80,057.78	\$82,570.08				
Rice Principal	\$84,720.59	\$87,344.79				
Asst HS Princ.	\$72,421.99	\$74,751.03				
Ath. Trainer	\$35,000.00	\$36,430.91				
Dir. of Athletics	\$52,479.70	\$54,330.12				
Dir. of Tech.	\$44,988.43	\$46,659.06				
Dir. of Comp. &	\$43,499.72	\$45,134.62				
Tech. Systems	γ+3,+33.7Z	Ş∓3,±3 7.0 2				
School	\$61,453.78	\$63,519.58				
Psychologist	<i>ç</i> , .55.70	<i>\$00,010,00</i>				

The administrative salary fiscal year begins July 1st and ends June 30th of the following calendar year:

An additional base salary adjustment has been made to all positions for 2015-16 (\$590.91). The salary increase percentage will take effect for 2016-17.

Annual salary increases will be the Act 1 Base Index (1.9%) plus 0.5% for 2015-2016 (2.4%). For the remainder of the Agreement the salary increases will be the Act 1 Base Index plus 0.5%, with the maximum annual salary increase capped at 3%. If the Act 1 Base Index exceeds 3% in any year, the salary increases for that year will be equal to the Act 1 Base Index. Salaries in the above schedule do not apply to new hires.

ATTACHMENT B – Evaluation Forms, as prescribed by the Pennsylvania Department of Education (Forms 82-2, 82-3)

ATTACHMENT C – <u>Benefits Waiver Policy</u>:

- **1.** All eligible full-time Administrators of the Crestwood School District may waive all or some health insurance benefits.
- 2. All eligible full-time Administrators of the Crestwood School District waiving health insurance benefits will be reimbursed a portion of the premium cost of the affected coverage. For employees hired after June 30, 2015, waiver reimbursement will be limited to the applicable percentage of the lowest cost single coverage offered. Waiver reimbursement amounts will be as follows:

School Year	Reimbursement %
2015-2020	40

- **3.** To exercise a waiver of benefits, an Administrator must submit a completed Request For Employees Benefits Waiver to the Business Office for review and approval. The waiver must be submitted no later than August 15th for implementation in the proceeding school year.
- **4.** The benefit waiver period begins October 1 of each school year and terminates September 30 of the succeeding year.
- 5. Payment to the Administrator for waiver of health benefits will be made on the last payday in March and on the last payday in September; payment will be separate from the Administrator's base pay. Administrators hired after October 1st of the school year, and who elect to waive health benefits, will receive a pro-rated reimbursement for the period.
- 6. The request to waive health benefits will be ongoing unless discontinued by the Administrator. Such discontinuance will be effective at the end of each benefit period (September 30th) unless discontinued earlier for emergency situations as listed below.
- 7. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month following the date of approval. Payment for the waived period of benefits will be pro-rated.
- 8. An emergency is defined as an unforeseen change in an individual's circumstance.
- **9.** In no event will the waiver policy be used to circumvent any rights an Administrator or his/her dependent may have under any state and/or federal rules, regulations or law.

ATTACHMENT D:

Crestwood School District Flexible Benefits Plan Election Form

Name (Please PRINT)	SS#	
Address		

Election (Please CHECK):

I elect my deduction to be made pre-tax. As an eligible employee in the Crestwood School District Premium Conversion Plan, I elect to participate in the Plan. By making this election I wish to have any insurance contribution deducted from **before tax income**.

I elect my deduction to be made after-tax. As an eligible employee in the Crestwood School District Premium Conversion Plan, I elect NOT TO participate in the Plan. By making this election I wish to have my insurance contribution deducted from after tax income.

-OR- (if applicable)

<u>I elect to opt out of the Medical Insurance Program</u>. I understand by making this election I will not receive any Medical Benefits. Please add the opt-out credit to my taxable income in lieu of Medical Benefits (scheduled – March/September).

Please Note: Pre-tax contributions avoid Federal, SS/Medicare, State and Local Taxes.

(Employee Signature)

(date)

The Crestwood School District Administrators Drug and Alcohol Free Policy

1. General Rules.

- Administrators must not take or be under the influence of any drugs, unless prescribed by a licensed physician.
- Administrators must not engage in the manufacture, sale, distribution, use, or possession of illegal drugs at any time.
- The drugs for which tests are required under this policy are Alcohol, Amphetamines/Methamphetamines, Barbiturates, Benzodiazepines, Cannabinoids, Cocaine and/or Metabolites, Methadone, Methaqualone, Opiates, and Phencyclidine.
- Crestwood School District property is subject to inspection at any time without notice. There is no expectation of privacy in or on school property. Crestwood School District property includes, but is not limited to, vehicles, desks, containers, files, and lockers.
- If you are convicted of violating a criminal drug statute, you must inform your supervisor within five days of the conviction occurring. Failure to inform your supervisor subjects you to disciplinary action, up to and including termination for the first offense.

2. Types of Tests.

- *Pre-employment*. All applicants who have received a conditional offer of employment must take a drug test before receiving a final offer of employment.
- *Random Testing*. In addition to the pre-employment testing, employees are subject to random urine/drug (alcohol) testing. At least 25 percent of the total number of employees will be tested quarterly.
- *Post-Accident Testing.* Any Administrator involved in an accident or injury at school under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an accident or injury at school" means not only the one who was injured, but also any Administrator who potentially contributed to the accident or injury event in any way.

3. Specimen Collection Procedures.

- All urine specimens will be collected by a laboratory that is certified and monitored by the Federal Department of Health and Human Services (DHHS).
- Drug testing procedures include split specimen procedures. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory.
- If the analysis of the primary specimen confirms the presence of drugs, the employee has 72 hours to request sending the split specimen to another DHHS certified laboratory for analysis. The Administrator will be required to pay for his or her split specimen test(s).

• For the Administrator's protection, the results of the analysis will be confidential except for the testing laboratory. After the lab has evaluated a positive test result, the Administrator will be notified, and the lab will notify the Crestwood School District.

4. Reporting and Reviewing of Drug Testing Results.

- The Crestwood School District must designate a review officer (RO) to receive, report, and store testing information transmitted by the laboratory.
- The laboratory must report test results only to the designated RO.
- Reports from the laboratory to the RO must be in writing or by fax. The RO may talk with the employee by telephone upon exchange of acceptable identification.
- Neither the Crestwood School District, the laboratory, nor the RO will disclose any drug test results to any other person except under written authorization from the employee, unless the results are necessary in the process of resolution of an accident, an incident investigation, a request by court order, or required to be released to parties having a legal right-to-know as determined by state and federal law.

5. Consequences of a Confirmed Positive Drug Test.

- New applicants will be denied employment if their positive drug test results have been confirmed.
- If an Administrator's positive drug test result has been confirmed, the Administrator will stand down from his/her duties and may be subject to disciplinary action, up to and including termination.
- The Crestwood School District may consider the following factors in determining the appropriate disciplinary action: the Administrator's work history, length of employment, current work assignment, current job performance, and any past disciplinary actions.
- No disciplinary action may be taken against Administrators who voluntarily identify themselves as drug users, obtain counseling, rehabilitation, and comply with return-to-duty and follow-up drug testing.