

**MT. LEBANON SCHOOL DISTRICT**



**ADMINISTRATIVE AGREEMENT**

July 1, 2012 to June 30, 2019

## **INTRODUCTION**

The Board of School Directors of the Mt. Lebanon School District and the School District administrators have developed this plan through good faith meet and discuss procedures. The purpose of the plan is to establish clear guidelines for the management of the District's performance evaluation, compensation and fringe benefits plans for all of it administrators. The District is committed to provide the following.

- Attracting and retaining highly competent and motivated administrators who can ensure that the District's mission, "To Provide the Best Education Possible for Each and Every Student."
- Providing a compensation and benefit package that is market competitive and respects internal equity.
- Instituting a performance management program that clearly outlines expectations and provides the administrator with regular feedback and development opportunities

### Terms of Plan

This plan shall be in effect from July 1, 2012 through June 30, 2019.

### Administrative Positions

This plan will apply to Principals, Assistant Principals, Technology Directors, Supervisors, Director of Special Education, Athletic Director, and all members identified as Act 93 employees.

## **COMPENSATION**

Administrators will be compensated according to the job market value of their position and their performance on the job. The District will conduct regular compensation surveys 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.

## **RESULTS ORIENTED PERFORMANCE MANAGEMENT**

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 his/her supervisor will meet at the beginning of the school year to discuss expectations as related to the Principal/School Leader Observation/Evidence section as required in the Principal/School Leader (P/SL) Rating Tool, to develop 1-3 goals which will serve as elective data (SLOs) as required in the Principal/School Leader (P/SL) Rating Tool, and review evaluation criteria. At mid-year, the supervisor 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 and summarize the rating on the Principal/School Leader Rating Form (PDE Form 82-2). Domain, component, and other category ratings will be based on the state rubric for the "Framework for Leadership". Final ratings are subject to change upon receipt of the School Performance Profile (SPP) number of the school year for which the rating/evaluation applies. The supervisor will recommend a performance rating to the Superintendent for each administrator.

**Distinguished:**

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

**Proficient:**

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.

**Needs Improvement:**

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

**Failing:**

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

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.

**APPEAL**

If the administrator disagrees with the final rating of his/her supervisor, the administrator may appeal his/her rating as follows:

1. Within 10 work days of receiving their final rating, the administrator will share concerns and/or additional evidence for consideration of the calculation of their final rating, in writing, with their supervisor.
2. Within 10 work days of receiving an appeal, the supervisor will respond, in writing, to the concerns and/or additional evidence provided by the administrator. The supervisor may adjust the administrator's final rating to a higher score or inform the administrator that the original final rating stands.
3. Within 10 work days of receiving the supervisor's response to an administrator's appeal, if the administrator is dissatisfied with the supervisor's response to their appeal, the administrator may submit a final appeal to the Superintendent of Schools. The Superintendent may adjust the administrator's final rating to a higher score or inform the administrator that the original final rating stands. The decision of the Superintendent shall be final.

## SALARY

- A. Annual compensation adjustments for administrators shall be determined by the Board of School Directors with input from the Act 93 Committee and the Superintendent. Administrators with a Proficient rating shall receive a compensation adjustment equal to the Act 1 Index (Special Session Act 1 of 2006), but within the range of 1.4% to 3.5%. If the Index percentage for any given year falls outside of the above mentioned range, either party may exercise their option to meet and discuss the matter.
- B. In addition the Board may authorize additional funds that can be used for merit and/or salary adjustments. The Superintendent has the discretion to award those additional funds based on individual performance and potential for any administrator earning a rating of **Proficient** or **Distinguished**.
- C. Final ratings of **Needs Improvement** shall have a range of salary increase greater than zero and less than the Act 1 Index. Final rating of **Unsatisfactory** will result in no salary increase for that school year. Any final rating changed due to publication of the School Performance Profile (SPP) number related to the previous school year's rating/evaluation shall result in proration of remaining salary to be consistent with this provision "C." regarding final ratings of "Needs Improvement" or "Unsatisfactory".
- D. Compensation adjustments will normally be awarded effective July 1<sup>st</sup> for the following school year.

## FRINGE BENEFITS

- A. Term Life Insurance at two times the administrator's annual salary
- B. Medical coverage shall be the Allegheny County School Health Insurance Consortium (ACSHIC)– contribution will be consistent with the MLEA's collective bargaining agreement (8.5% in 2012-13 9.0% in 2013-14, 10.0% in 2014-15, 10.5% for 2015-16, 11.5% for 2016-17, 11.5% for 2017-18, and TBD for 2018-19.
- C. Dental Care Coverage – at no cost to the administrator
- D. Vision Care Coverage – at no cost to the administrator
- E. School Leaders Liability Insurance Coverage (\$5,000,000) – SBIC
- F. Income Protection - UNUM Insurance Company  
A payment of up to 2/3 of your basic monthly earnings, not to exceed a monthly maximum benefit of \$8,000 to begin after 90 days of approved disability in coordination with full Social Security and other District-paid benefits, such as PSERS – at no cost to the administrator.
- G. 12 Sick Leave Days for 12-month work year which are cumulative (10 Sick Leave Days for 10-month work year)

- H. 3 personal business days per year for each administrator. Personal business days are not cumulative. At the end of the year, unused personal business days may be converted to sick days. Administrators may carry over one unused personal business day per year. Administrators will have no more than four personal business days for use in a given year.
- I. 20 vacation days per year will be granted to administrators who have completed 1 through 5 years of service as a district administrator. At the completion of 5 years of service as a district administrator one day will be added for each additional year of service to a maximum of 25 vacation days per year.

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| 1 to 5 years of completed service          | 20 vacation days |
| After 5 years of completed service         | 21               |
| After 6 years of completed service         | 22               |
| After 7 years of completed service         | 23               |
| After 8 years of completed service         | 24               |
| After 9 years or more of completed service | 25               |

Administrators may elect to apply unused vacation days in the following manners:

- carryover up to ten (10) unused vacation days to the next year, but not to exceed 30 vacation days in any one school year.
- have the District “buy back” up to seven (7) unused vacation days at their current per diem rate. Such “buy back” will be applied to the Administrator’s Tax Sheltered Annuity (TSA) Plan or paid out in cash at the administrator’s preference. convert up to five (5) unused vacation days to sick days

- J. Participate in a Section 125 Flexible Spending Account Plan.
- K. Reimbursement for 15 Academic Credits per Year at the rate of reimbursement for academic credits equal to the University of Pittsburgh graduate credit rate for the term during which the class(es) is (are) taken upon the satisfactory completion of the course(s).

The administrator agrees to remain in the employ of the District for six full semesters following the completion of a course(s) In the event an employee is not employed with the District for this full period, the employee shall refund to the District the monies received in accordance with the following schedule: (a) less than two semesters: 100%; (b) after two semesters, but less than four semesters: 67%; (c) after four semesters, but less than six semesters: 33%. Any refunds due to the District under this provision may be withheld from the employee’s salary and, if any amount remains due, shall be paid within 60 days of termination of employment.

- L. Professional membership fees reimbursement for Superintendent approved memberships to a maximum of the annual membership rate of the Pennsylvania Association of Elementary and Secondary School Principals (PAESSP).

M. Annual \$50 stipend to help to defray the cost to the administrator of the administrator's personal liability insurance.

N. Administrator Leaves of Absence for Professional Development and Sabbatical Leaves for restoration of health may be granted in accordance with the School Laws of Pennsylvania.

Full Year Leave - Administrators who are on a full year leave will receive the range adjustment factor increase granted all other administrators (No Pay-For-Performance).

Semester Leave - Administrators who are on a semester leave will receive the range adjustment factor increase for the year and may be eligible for consideration of one-half (1/2) of a full performance adjustment based upon the recommendation of the immediate supervisor and superintendent.

Leaves for Professional Development - Administrators who are on a leave for study purposes and enrolled as full-time students may be eligible for consideration of a full performance adjustment based upon the recommendation of the immediate supervisor and superintendent. The program of studies must relate to the administrator's key performance areas.

O. All other benefits as provided under the teachers' collective bargaining agreement and the Pennsylvania School Code.

P. If the administrator elects, a monthly stipend of at least \$30 will be provided to supplement the cost of the administrator's own smart mobile phone in place of having a district issued mobile phone or blackberry.

Q. Any current administrator who has received the Years-of-Service Tax Sheltered Annuity Contribution Plan stipend as outlined in the third addendum, paragraph 11, of the preceding Act 93 agreement will be grandfathered under this new agreement to continue receiving this bonus through the duration of this agreement.

## **SEVERANCE BENEFITS**

To qualify for severance benefits an administrator must have at least 10 years of service as a District Administrator but not eligible for normal PSERS Retirement.

A. \$5,000 or the equivalent paid into a Group Term Life Insurance Policy.

B. Unused sick leave reimbursement at the rate of \$80 per day with a maximum payment of \$15,000.

C. Employee and spouse hospitalization coverage for up to six months following effective date of resignation.

- D. If an individual who elects healthcare benefits under C above later obtains employment with healthcare benefits that are comparable or greater than the District's, the individual shall cease to be eligible to receive healthcare benefits covered by this agreement. Upon notification and verification of loss of coverage the employee may reenter the District program when the alternate program is no longer available.

## **RETIREMENT BENEFITS**

To qualify for retirement benefits the administrator must have at least 25 years of service in the Pennsylvania public schools and be at least 55 years of age and is applying for PSERS retirement.

- A. \$5,000 or the equivalent paid into a Group Term Life Insurance Policy.
- B. Unused sick leave reimbursement at the rate of \$80 per day with a maximum payment of \$15,000.
- C. Employee health insurance coverage is available at the same contribution rate as active MLEA employees until Medicare eligible.
- D. For employees with ten (10) or more years of service with the District their spouse also qualifies for health insurance coverage at the same employee plus spouse contribution rate as active MLEA employees until each are Medicare eligible.
- E. The District's monthly obligation toward the purchase of the retiree's health insurance shall be reduced by the amount of any premium assistance available to the retiree through the Public School Employee Retirement System. In the event the PSERS premium assistance does not fully satisfy the retiree contribution owed, the retiree will be responsible to pay any excess amount.
- F. If an individual who elects healthcare benefits under C, D, and E above later obtains employment with healthcare benefits that are comparable or greater than the District's, the individual shall cease to be eligible to receive the healthcare benefits covered in this agreement. Upon notification and verification of loss of coverage the employee may reenter the District program when the alternate program is no longer available.


## **NOTICE**

In order to be eligible for the severance or retirement benefits the employee must provide written advance notice. The Board of School Directors, in its sole discretion, may choose to consider extenuating circumstances to make exceptions to the requirements set forth below:

- a. For individuals retiring under the Pennsylvania School Employee Retirement System, (whether normal retirement\*, early retirement, retirement with penalty or otherwise), not less than six months written advance notice.

- b. For any retirement, resignation or termination due to serious health condition, the administrator must give as much advance written notice as possible under the conditions.
- c. For any other severance of employment, not less than sixty (60) days advance written notice must be given.
  - \* PSERS – for normal retirement benefits, current PSERS regulations require that an employee must meet one of the following qualifications:
    - Age 62 with 1 year of credited service
    - Age 60 with 30 years of credited service
    - 35 years of credited service at any age

**FOR THE DISTRICT**


  
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President, Board of School Directors

  
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Vice President, Board of School Directors

**FOR THE ACT 93 GROUP**

  
\_\_\_\_\_  
Brian McFeeley

  
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Chris Wolfson

  
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Rob Freil