

BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

ACT 93 ADMINISTRATOR'S COMPENSATION PLAN

July 1, 2019 – June 30, 2021

PURPOSE:

This Act 93 Administrator's Compensation Plan has been prepared for the guidance of the Board in making decisions in the compensation and benefits for the employees as described. Representatives of the Board and representation of the administrative personnel shall meet to discuss the terms and conditions prior to each renewal cycle.

ADMINISTRATOR'S AND SUPERVISORS:

Elementary Principal
Intermediate/Middle School Principal
Intermediate/Middle School Assistant Principal
High School Principal
High School Assistant Principal
Assistant to the Superintendent / Director of Curriculum, Instruction and Technology
Director of Pupil Services
Director of Buildings and Grounds
Director of Athletics and Facilities
Director of the Virtual Academy

DEFINITIONS:

Administrator: All of the Act 93 Administrators and directors who are subject to this Agreement
District: The Brandywine Heights Area School District
Board: Board of School Directors of the Brandywine Heights Area School District
Superintendent: District Superintendent of Schools

EVALUATION:

Format:

The evaluation of the Administrators identified in this Agreement shall be done in a format developed by the Superintendent in accordance with State regulations, discussed with the administrators and approved by the Board. The Administrators shall be evaluated as Distinguished, Proficient, Needs Improvement or Failing.

Timeline:

The timeline for the evaluation of the Administrators shall be as follows:

Beginning of Year – The Superintendent meets individually with each Administrator to identify goals for the upcoming school year. These goals are put in writing and are placed in the Administrator's personnel file.

Middle of Year – The Superintendent meets individually with each Administrator to review the progress on the identified goals and to modify, add or delete goals as appropriate.

End of Year – The Superintendent shall:

- ✓ complete the written evaluation of each Administrator on the prescribed form.
- ✓ incorporate the written input from supervisors for who supervise other Act 93 Administrators.
- ✓ review these evaluations with the Board of Directors in an executive session of the Board.
- ✓ recommend compensation changes for each Act 93 Administrator to the Board of Directors, who shall have the final decision on compensation for the coming school year.
- ✓ meet with each Administrator to review his/her evaluation and notify the Administrator of the following year's compensation. Each Act 93 Administrator shall have the right to attach comments to the evaluation document in the personnel file.

The Board of School Directors shall have the final decision on compensation of the Act 93 Administrators for the subsequent year.

COMPENSATION:

Unless modified by future agreement, compensation in subsequent years shall be computed as follows:

- ✓ Administrators evaluated as *Distinguished* shall receive a 3.01 – 3.5% increase to their salary.
- ✓ Administrators evaluated as *Proficient* shall receive a 2.5 – 3.0% increase to their salary.
- ✓ Administrators evaluated as *Needs Improvement or Failing* shall receive no increase in compensation.

The Board of Directors may modify the above compensation increases based upon the district's financial condition.

TERMS AND CONDITIONS OF EMPLOYMENT:

Work Year:

The work year for all Act 93 12- month Administrators shall be 260 days including paid holidays and vacation. Administrator's shall receive the following paid holidays: Winter recess (to include Christmas Eve, Christmas Day, New Year's Eve, New Year's Day), the Thursday before Easter, Good Friday, and the Monday after Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and the Monday after Thanksgiving.

The work year for all Act 93 11-month Administrators shall be 215 days including five (5) vacation days but no paid holidays. The schedule will include all days teachers are scheduled to work plus scheduled floating days. Exceptions and final scheduled approval will be determined annually by the Superintendent.

Leaves of Absence:

A. Sick Leave

Annual allowance of thirteen (13) days for 12-month Administrators and twelve (12) days for 11-month Administrators with unlimited accumulation of unused leave. The entire accumulated entitlement may be used in any one year.

B. Personal Leave

Shall have available two (2) days of excused absence with pay per year. Leave requests must be submitted to the Superintendent five (5) days in advance, except in cases of emergency with the Superintendent's approval. Maximum use in one school year is three (3) days. The use of accumulated days in excess of three (3) may be granted at the discretion of the Superintendent. Unused days may accumulate to a maximum of five (5).

C. Vacation

Act 93 11-month Administrators shall be granted five (5) vacation days. Vacation days may be carried over until the following year with prior approval of the Superintendent. All vacation days carried over must be used by November 30th of the following year.

Act 93 12- month Administrators shall be granted twenty (20) vacation days per year. Ten (10) vacation days may be carried over until the following year with prior approval of the Superintendent. All vacation days carried over must be used by November 30th of the following year.

D. Sabbatical or Professional Development Leave

Shall be granted in accordance with the terms and conditions of the Pennsylvania School Code and Board policy.

E. Maternity/Paternity Leaves of Absence

Shall be provided in accordance with FMLA, which grants up to 12 weeks unpaid family leave. After FMLA expires, the Administrator may request to extend the unpaid leave of absence up to one (1) year.

F. Death in the family

In addition to three (3) Bereavement days, two (2) days of sick leave may be used in the event of a death in the immediate family (mother, father, child, sibling, spouse, parent-in-law, near relative residing in the household). In the event of the death of a near relative (grandparent, first cousin, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law), one (1) sick leave day may be used in addition to one (1) Bereavement day. The Superintendent may extend the period of absence at his/her discretion based on the specific circumstances present.

G. Court Duty

All Act 93 administrators shall be required to participate in all school-related court proceedings as part of their job duties.

Administrators will be released for Jury Duty with the approval of the Superintendent. The Employer will pay the Administrator the difference between any compensation received for service as a jury member and the Administrator's per-diem rate. A copy of the letter from the Court indicating the days of jury service and the amount of payment shall be submitted to the Superintendent's office.

If an Administrator is required to be absent for a legal or court-related matter that is personal or non-school related, the Administrator must use Personal Days or Vacation Days.

The Superintendent retains the sole discretion in interpreting and granting relief under this section.

Benefit Program:

A. Long Term Disability

The Board shall provide a plan for long term disability against accident and sickness providing for 2/3 of the Administrator's salary to a maximum of \$5,000 per month until age 65 with a waiting period of 90 days or the Administrator's accumulated sick days, whichever is greater, with the District paying 100% of the premium.

B. Group Term Life Insurance

The District shall provide a Term Life Insurance Policy with a death benefit of \$200,000.

C. Medical Insurance

The District shall provide the Dental and Vision insurance made available to other employees.

Health insurance in the District Plan will be offered to Act 93 Administrators and their immediate families. Each Administrator shall contribute 14.5% of the premium for an individual plan, and 14.5% for a couple or family plan, and Act 93 Administrators who decline health insurance shall be paid according to Appendix A – Benefit Waiver Policy.

An Act 93 Administrator who retires from the Brandywine Heights Area School District as defined by the Public Employees Retirement Code is eligible for single or two party insurance at the cost of the retired employee. Additionally, an Act 93 Administrator who has rendered fifteen or more years of service as an Act 93 Administrator within the District, and who retires from the Brandywine Heights Area School District as defined by the Public Employees Retirement Code

and who earns a performance rating of Proficient or better in each of their last ten years of service as an Act 93 Administrator qualifies for the District to pay \$5,000 per year to be used toward single or two party health insurance premiums (to include Medical, Vision, Dental) until the age of Medicare eligibility.

D. Professional Development

An annual maximum of \$8,000 toward tuition, books and software will be granted for graduate study work/professional development as approved by the Superintendent. A performance rating of proficient must be attained each year to receive this reimbursement. If an Act 93 Administrator leaves the District within 12 months of having completed a reimbursed course or having received a professional development-related reimbursement for books or software, the Administrator will be required to repay the District 75% of the reimbursed amount.

E. Retirement Severance Pay

Sick Leave Days:

Upon retirement from the Brandywine Heights Area School District and PSERS, with a minimum of 10 years served at Brandywine Heights, the District shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to the number of unused Sick Leave days times one hundred twenty five dollars (\$125) not to exceed \$15,000. The employee shall receive no cash option. Excess contributions above the Section 415 limits shall be made in the following year.

Personal Leave Days:

At the time of retirement or if the Administrator leaves the District, the school District shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to the number of unused Personal Leave days times one hundred twenty five dollars (\$125). The employee shall receive no cash option.

Vacation Days:

At the time of retirement or if the Administrator leaves the District, the school District shall make a non-elective employer contribution to the employee's 403(b) retirement program in the amount equal to the number of unused Vacation days times the Administrator's per diem salary (maximum of fifteen (15) uncompensated vacation days.) The Administrator shall receive no cash option. Excess contributions above the Section 415 limits shall be made in the following year.

F. Membership Dues

Dues may be paid for membership in a professional organization with the approval of the Superintendent.

G. Mileage Reimbursement

Mileage reimbursement for travel necessary for District business shall be paid at the rate established by the IRS.

H. Conferences

Administrators may attend conferences with the approval of the Superintendent and if sufficient funds have been budgeted for the conference. Administrators who wish to attend a national conference will make the request to the Superintendent with a detailed justification.

I. Long Term Care

The District will adopt a Group Long Term Care Plan open to all employees. The district will pay the cost for administrators of the Basic Plan. Administrators will be permitted to purchase additional benefits and/or increased coverage at their own expense.

J. 403b Contribution Match

Each Act 93 Administrator who is employed by the District on or before July 1 of each year of this Agreement is eligible to receive up to \$1,200 in matched contributions to their existing 403b plan. (If an Administrator starts working for BHASD anytime after July 1, they will not be eligible to receive any matched funds for that year.)

The matched funds of up to \$1,200 will be deposited into the Administrator's 403b account once per school year, in a lump sum, on or about June 30 (i.e., the nearest business day to June 30, or the last business day of the school year), as long as the Administrator is still employed by the District as of June 30. If the Administrator is no longer employed by the District on June 30, then no matching funds will be paid.

If the Administrator elects to participate in the 403b match that school year, the annual maximum of \$8,000 in tuition reimbursement, as described in item D - Professional Development, will be lowered to \$4,000.

**APPENDIX A - BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT
BENEFIT WAIVER POLICY**

- A. All eligible full-time employees waiving or reducing medical coverage shall receive the following reimbursement:
 - 1. If eligible for family coverage and elect no coverage – 40% of family premium.
 - 2. If eligible for family coverage and elect two-party – 40% of the difference between family and two-party premium.
 - 3. If eligible for family coverage and elect single coverage – 40% of the difference between family and single premium.
 - 4. If eligible for two party coverage and elect no coverage – 40% of two party premium.
 - 5. If eligible for two party coverage and elect single coverage – 40% of the difference between two-party and single premium.
 - 6. If eligible for single coverage and elect no coverage – 40% of single premium.
- B. To exercise waiver of benefits, an employee must submit a completed Request for Employees Benefit Waiver to the Business Office for review and approval. The waiver must be submitted no later than March 15 for implementation in the following school year.
- C. The benefit waiver period begins July 1 of each school year and terminates June 30 of the following year.
- D. Payment to the employee for waiver or reduction of health benefits will be prorated over the employee's annual pay periods.
- E. The request to waive health benefits must be resubmitted each year during open enrollment. Discontinuance must be done at the end of each benefit period June 30 unless discontinued earlier for emergency situations.
- F. 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 by the insurance carrier. The District shall not be responsible nor liable in any way for treatments or any Employee expenses for health care related items at this time. Reinstatement shall occur only after approval by the District's insurance carrier in accordance with their rules and regulations then in effect.
- G. An emergency is defined as an unforeseen change in an individual's circumstances, such as a death, termination of other coverage, divorce or as defined by the Berks County Health Insurance Consortium plan.
- H. In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health insurance benefits as provided in the Act 93 Administrators Compensation Plan.
- I. In no event will the waiver policy be used to circumvent any rights an employee or their dependent may have under any state and/or federal rules, regulations, or law.

**APPENDIX B - BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT
PERFORMANCE EVALUATION DOCUMENT**

Position Title	Evaluation Form Utilized
Director of Curriculum, Instruction, & Technology	PDE Artifacts and Evidence Document*
Director of Pupil Services	PDE Artifacts and Evidence Document*
High School Principal	PDE Artifacts and Evidence Document*
High School Assistant Principal	PDE Artifacts and Evidence Document*
Intermediate/Middle School Principal	PDE Artifacts and Evidence Document*
Intermediate/Middle School Assistant Principal	PDE Artifacts and Evidence Document*
Elementary School Principal	PDE Artifacts and Evidence Document*
Director of the Virtual Academy	BHASD Administrator Evaluation*#
Director of Buildings and Grounds	BHASD Administrator Evaluation*#
Director of Athletics and Facilities	BHASD Administrator Evaluation*#

** Superintendent may adjust documents to improve effectiveness.*

Document provided – Appendix B-1

Employee Name:

Date of Evaluation:

Building:

Performance Rubric

The performance rubric is a rating scale used to describe each of the responsibilities of the employee. It relates the standard of performance expected for each responsibility and provides a specific description of what a rating entails. The evaluators are asked to highlight applicable phrases and add comments for each category.

Definitions of Ratings for Supervisors:

Rating	Definition
<p style="text-align: center;">3 Distinguished</p>	<p>The employee exceeds responsibilities consistently producing exceptionally high quality work that optimizes the effectiveness of the supervisor within the school.</p>
<p style="text-align: center;">2 Proficient</p>	<p>The performance of the employee consistently fulfills responsibilities resulting in quality work that impacts school effectiveness in a positive manner. This rating is a high performance standard and is expected of all supervisors.</p>
<p style="text-align: center;">1 Needs Improvement</p>	<p>The employee inconsistently meets responsibilities resulting in areas of work performance that require development.</p>
<p style="text-align: center;">0 Failing</p>	<p>The employee does not adequately fulfill responsibilities, resulting in work performance lacking quality and/or negatively impacting school effectiveness.</p>

Domain 1: Leadership – Staff Development

Component	Level of Performance				
	Failing	Needs Improvement	Proficient	Distinguished	Not Applicable
1a. Delegation	Rarely delegates tasks appropriately among subordinates.	Occasionally delegates tasks appropriately among subordinates. Difficulty in understanding how to use staff effectively.	Consistently delegates tasks appropriately among subordinates	Models and carries out effective delegation skills in all situations. Staff used effectively for the betterment of student learning and school district.	N/A
1b. Problem Solving	Rarely identifies problems and takes appropriate and timely actions.	Occasionally identifies problems and takes appropriate and timely actions.	Consistently identifies problems and takes appropriate and timely actions.	Models effective problem solving skills and takes appropriate actions in a timely manner.	N/A
1c. Fairness	Rarely displays fairness and equity when dealing with subordinates. Biased opinions slight decision making ability.	Occasionally displays fairness and equity when dealing with subordinates.	Consistently displays fairness and equity when dealing with subordinates	Models exceptional skill in fairness and equity when dealing with subordinates.	N/A
1d. Conflict Resolution	Fails to implement a conflict management processes: to manage the complexity of human interactions and relationships.	Inconsistently implements processes to resolve problems and/or areas of conflict within the district.	Provides opportunities for affected stakeholders to express opinions and discuss options to address issues of conflict.	Empowers staff to engage each other relationship-building activities designed to avoid conflict and to maintain a positive climate.	N/A
1e. Staff Expectations and Oversight of Staff	Fails to establish clear expectations, structures, rules and procedures for staff. Lacks ability to effectively manage staff.	Inconsistently communicates and enforces expectations, rules, and procedures for staff. Occasionally displays appropriate oversight and management of subordinates.	Engages staff in developing expectations for improving performance and job duties. Consistently displays appropriate oversight and management of subordinates.	Creates opportunities to empower staff members to monitor their own performance and exceed expectations. Models and carries out exceptional oversight and management of subordinates.	N/A

Comments on Domain 1:

Domain 2: Leadership – Management & Operations

Component	Level of Performance				
	Failing	Needs Improvement	Proficient	Distinguished	Not Applicable
2a. Leverages Human and Financial Resources	Fails to systematically allocate human and financial resources that support the vision, mission, and strategic goals of the school district.	Frequently requires assistance to systematically allocate human and financial resources that support the vision, mission, and strategic goals of the school district.	Ensures that strategic allocation and equitable use of human and financial resources is effective.	Models and implements strategic allocations and equitable use of human and financial resources at all times.	N/A
2b. Complies with Federal, State, and Local Mandates	Fails to comply with policies, mandates, and contractual agreements in a timely and/or complete manner.	Inconsistently complies with federal, state, and local mandates and contractual agreements in a timely and/or complete manner.	Consistently complies with federal, state, and local mandates and all contractual agreements in a timely and complete manner.	Presents federal, state, and local mandates as opportunity for improvement within the district. Identifies opportunities for improvement to develop programs derived from the mandates.	N/A
2c. Prioritization / Organization	Rarely prioritizes tasks in an effective and appropriate manner.	Occasionally prioritizes tasks in an effective and appropriate manner.	Consistently prioritizes tasks in an effective and appropriate manner	Models exceptional prioritization skills and maximizes task effectiveness.	N/A

Comments on Domain 2:

Domain 3: Leadership Skills, Professionalism, and Community Engagement

Component	Level of Performance				
	Failing	Needs Improvement	Proficient	Distinguished	Not Applicable
3a. Work Ethic / Daily Work Performance	Fails to demonstrate work ethic and sufficient daily work performance.	Requires support to improve work ethic and increase daily work performance.	Consistently and effectively demonstrates a strong work ethic and quality daily work performance.	Consistently and effectively demonstrates a superior work ethic and maximum daily work performance. Goes above and beyond normal scope of position.	N/A
3b. Confidentiality	Rarely ensures the confidentiality of information acquired during the course of employment.	Requires support to ensure the confidentiality of information acquired during the course of employment.	Ensures the confidentiality of information acquired during the course of employment.	Consistently and effectively ensures the confidentiality of information acquired during the course of employment and encourages others to ensure the confidentiality of information acquired.	N/A
3c. Communication	Fails to develop a coherent plan to effectively communicate with all staff and stakeholders	Implements communication, but often lacks purpose, clarity, consistency or regularity.	Provides information in various formats, in multiple ways through different media in order to ensure communication with staff and stakeholders.	Provides consistent, appropriate communication to ensure all stakeholders are engaged. Periodic evaluations are done to validate successful communication.	N/A
3d. Ethical Behavior	Fails to demonstrate ethical behavior.	Requires support to demonstrate ethical behavior.	Consistently and effectively demonstrates ethical behavior.	Consistently and effectively demonstrates and encourages others to show ethical behavior.	N/A
3e. Positive School District Image	Rarely promotes a positive image to parents, community members and the general public.	Requires support to promote a positive image to parents, community members and the general public.	Consistently and effectively promotes a positive image to parents, community members and the general public.	Consistently and effectively promotes a positive image and encourages others to promote a positive image to parents, community members and the general public.	N/A
3f. Flexibility / Team Player	Rarely demonstrates a willingness to be flexible and adapt to change.	Requires support to be flexible and adapt to change.	Consistently demonstrates a willingness to be flexible and adapt to change.	Promotes and encourages others to be flexible and adapt to change.	N/A
3g. Attendance	Rarely demonstrates responsible behaviors towards attendance, work schedule and appropriate use of time.	Requires support concerning attendance, work schedule and/or appropriate use of time.	Consistently and effectively demonstrates responsible behavior towards attendance, work schedule and appropriate use of time.	Models and always demonstrates responsible behavior towards attendance, work schedule and appropriate use of time.	N/A

Comments on Domain 3:

Appendix B-1

Domain 4: Program and Personal Goals – Overall

Component	Level of Performance			
	Failing	Needs Improvement	Proficient	Distinguished
	<p>Individuals who have been given an improvement plan, but are still not performing at a competent level.</p> <p>Does not demonstrate the required role knowledge.</p> <p>Work does not meet the minimal standard for quantity or quality. Often misses deadlines.</p> <p>Take no initiatives, even with prompting. Requires extraordinary supervision because of poor quality of work.</p> <p>Inappropriate interactions with peers, teachers, students, parents, or supervisors.</p> <p>Poor role model in the organization.</p>	<p>Individuals who are new in the learning curve and are still learning.</p> <p>Some key job responsibilities are not completed satisfactorily.</p> <p>Inconsistently demonstrates or may be learning the required role knowledge and does not yet fully perform all requirements and duties.</p> <p>Work is regularly incomplete, misses deadlines.</p> <p>Takes little initiative.</p> <p>Requires more than the expected level of supervision due to lower quality work or level of learning required to complete role successfully.</p> <p>Inconsistent interactions with peers and/or management.</p>	<p>Administrator who regularly meets and at times significantly exceeds expectations.</p> <p>Meets goals for the year and in some cases exceeded expectations.</p> <p>Demonstrates full depth and breadth of role knowledge.</p> <p>Consistently interacts effectively with peers, teachers, parents, students and supervisors.</p> <p>Perceived by peers, teachers, students and supervisors as collaborative, skilled and reliable.</p>	<p>Far exceeds goals set for the year.</p> <p>Demonstrates exceptional depth and breadth of role knowledge.</p> <p>Administrator who significantly and consistently exceeds expectations.</p> <p>Demonstrates outstanding role model behavior for staff and other administrators.</p>

Comments on Domain 4:

General Comments:

I certify that the above named employee has received a performance rating of:

- Failing – Employee performance is unacceptable.
- Needs Improvement – Employee performance is generally acceptable, but has one or more areas that require improvement.
- Proficient – Employee performance is acceptable and employee performs in a manner that meets expectations.
- Distinguished – Employee performance is highly acceptable and employee performs in a manner that exceeds expectations.

Date Designated Rater/Position

I acknowledge that I have read the report and that I been given an opportunity to discuss it with the rater. My signature does not necessarily mean that I agree with the performance evaluation.

Date Signature of Employee

APPENDIX C - BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT
SALARY BANDS

EMPLOYEE	Salary Grid 2019-20		Salary Grid 2020-21	
	Min	Max	Min	Max
Assistant to the Superintendent	\$100,552	\$150,828	\$103,569	\$155,353
High School Principal	\$95,923	\$143,884	\$98,800	\$148,201
High School Assistant Principal	\$71,621	\$107,432	\$73,770	\$110,655
Intermediate/Middle School Principal	\$95,515	\$143,272	\$98,380	\$147,570
Intermediate/Middle School Assistant Principal	\$71,440	\$107,160	\$73,583	\$110,375
Elementary School Principal	\$82,894	\$124,340	\$85,380	\$128,071
Director of Pupil Services	\$83,367	\$125,051	\$85,868	\$128,803
Director of Buildings and Grounds	\$70,000	\$108,574	\$72,100	\$111,831
Director of Athletics and Facilities	\$68,581	\$102,871	\$70,638	\$105,957
Director of the Virtual Academy (11 month)	\$75,190	\$97,850	\$77,446	\$100,786

All positions are 12-month Administrators, except as noted.