

BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT

ACT 93 ADMINISTRATOR'S COMPENSATION PLAN

July 1, 2013 – June 30, 2016

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:

- Assistant to the Superintendent
- High School Principal
- Middle School Principal
- High School Assistant Principal
- Elementary/Intermediate School Principal
- Elementary/Intermediate School Assistant Principal
- Director of Special Education
- 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, discussed with the administrators and approved by the Board. The Administrators shall be evaluated as Excellent, Commendable, Satisfactory, Needs Improvement or Unsatisfactory.

Timeline:

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

August/September – 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.

January/February – The Superintendent meets individually with each Administrator to review the progress on the identified goals and to modify, add or delete goals as appropriate. This meeting is documented in writing with a copy placed in the Administrator’s personnel file.

May – The Superintendent shall complete the written evaluation of each Administrator on the prescribed form. The Superintendent shall incorporate the written input from supervisors for who supervise other Act 93 Administrators. The Superintendent shall review these evaluations with the Board of Directors in an executive session of the Board. The Superintendent shall recommend compensation changes for each Act 93 Administrators to the Board of Directors, who shall have the final decision on compensation for the coming school year.

June - The Superintendent shall 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.

June/July – The Board of School Directors shall approve the 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:

The base for compensation increases for all administrators shall be the Brandywine Heights adjusted Act 1 Index for the year prior to July 1 for the upcoming fiscal year.

- Administrators evaluated as excellent shall receive 1.5 times the Act 1 index.
- Administrators evaluated as commendable shall receive 1.0 times the Act 1 index.
- Administrators evaluated as satisfactory shall receive .75 times the Act 1 index.
- Administrators evaluated as needs improvement or unsatisfactory 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: Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, the Monday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, the Thursday before Easter, Good Friday, and the Monday after Easter.

Administrators shall not be required to work during the winter recess, but shall be required to work or use vacation days on any day during the spring recess with the exception of Good Friday, the Thursday before Easter and the Monday after Easter.

The work year for all Act 93 11-month Administrators shall be 200 days with no vacation or paid holidays.

Leaves of Absence:

- A. Sabbatical or Professional Development Leave
Shall be granted in accordance with the terms and conditions of the Pennsylvania School Code and Board policy.
- B. 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.
- C. 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.
- D. 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.

E. Court Duty

If subpoenaed as a witness or juror will receive the difference between salary and compensation received.

F. 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).

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 dollars (\$100). The employee shall receive no cash option.

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% of the premium for an individual plan, and 14% 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 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 satisfactory 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 toward health insurance premiums until the age of Medicare eligibility.

D. Vacation

Act 93 11-month Administrators are not eligible to receive vacation days.

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.

At the time of retirement or if the Act 93 Administrator leaves the employment of the District, the District shall make a non-elective employer contribution to the employee's 403b retirement program in the amount equal to the number of unused vacation days times the Administrator's per diem salary. At the time of termination, the Administrator shall have no more than fifteen (15) uncompensated vacation days. The Administrator shall receive no cash option.

E. Professional Development

An annual maximum of \$8,000 toward tuition will be granted for graduate study work as approved by the Superintendent. A performance rating of satisfactory must be attained each year to receive this reimbursement.

F. Severance Pay

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 contribution to the Administrator's 403b retirement program in an amount equal to \$125 times the unused sick leave days accumulated not to exceed \$15,000. Excess contributions above the Section 415 limits shall be made in the following year. The employee shall receive no cash option.

G. Membership Dues

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

H. Mileage Reimbursement

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

I. 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.

J. 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.

**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**

Administrator's Name _____

Job Title: _____

Supervisor Name & Title: _____

Review Period From _____ To _____

Purpose

The purpose of the Performance Evaluation Document is to provide summary feedback to administrators on their performance for the year and to provide clear goals and development plans for the next school year. Evaluations will be used to make salary recommendations to the School Board of Directors.

Objective

1. Provide a common tool and consistent process for administrator evaluation.
2. Create a consistent process for salary decisions.
3. Link pay increases to performance.
4. Establish a system based on goal setting and goal attainment.
5. Define expectations for individual performance.
6. Develop plans for improvement and professional development.

Components of the Evaluation

- A. Overall Job Responsibilities
- B. Individual Goals
- C. Daily Work Performance
- D. Overall Evaluation by Superintendent
- E. Development Plan

Evaluation Levels

- Excellent
- Commendable
- Satisfactory
- Needs Improvement
- Unsatisfactory

Sample Criteria for Evaluation Levels

EXCELLENT

- Far exceeds goals set for the year.
- Demonstrates exceptional depth and breadth of role knowledge.
- Administrator who significantly and consistently exceeds expectations.
- Demonstrates outstanding role model behavior for staff and other administrators.

COMMENDABLE

- Administrator who at times significantly exceeds expectations.
- Meet goals for the year and in some cases exceeded expectations.
- Demonstrates full depth and breadth of role knowledge.
- In all cases interacts effectively with peers, teachers, parents, students and supervisors.

SATISFACTORY

- Administrator who regularly meets and sometimes exceeds expectations and role requirements.
- Meets goals set for the year.
- Possesses some depth and breadth of role knowledge.
- Perceived by peers, teachers, students and supervisors as collaborative, skilled and reliable.
- Consistently interacts effectively with peers and/or supervisors.

NEEDS IMPROVEMENT

- Individuals who are new in the learning curve and are still learning.
- Some key job responsibilities are not completed satisfactorily.
- Inconsistently demonstrates or may be learning the required role knowledge and does not yet fully perform all requirements and duties.
- Work is regularly incomplete, misses deadlines.
- Takes little initiative.
- Requires more than the expected level of supervision due to lower quality work or level of learning required to complete role successfully.
- Inconsistent interactions with peers and/or management.

UNSATISFACTORY

- Individuals who have been given an improvement plan, but are still not performing at a competent level.
- Does not demonstrate the required role knowledge.
- Work does not meet the minimal standard for quantity or quality. Often misses deadlines.
- Take no initiatives, even with prompting.
- Requires extraordinary supervision because of poor quality of work.
- Inappropriate interactions with peers, teachers, students, parents, or supervisors.
- Poor role model in the organization.

Section A **Evaluation of Overall Job Responsibilities**

Comments on performance of job responsibilities:

Evaluation of Performance of Overall Job Responsibilities

- Excellent
- Commendable
- Satisfactory
- Needs Improvement
- Unsatisfactory

Section B **Evaluation of Individual Goals**

Comments on achievement of goals for the year _____:

Evaluation of Individual Goals

- Excellent
- Commendable
- Satisfactory
- Needs Improvement
- Unsatisfactory

Section C **Evaluation of Daily Work Performance**

Comments on daily work performance

Evaluation of Daily Work Performance

- Excellent
- Commendable
- Satisfactory
- Needs Improvement
- Unsatisfactory

Section D **Superintendent's Overall Evaluation of Administrator**

Summary of the administrator's performance, discussing areas of strength and areas of improvement.

Overall Evaluation

- Excellent
- Commendable
- Satisfactory
- Needs Improvement
- Unsatisfactory

Section E Development Plan – Required for all Needs Improvement and Unsatisfactory areas

- #1 a. Area for Improvement
- b. Description of Development Activities
- #2 a. Area for Improvement
- b. Description of Development Activities

Superintendent Signature

Administrator Signature

Date

Date

Comments by Administrator:

**APPENDIX C - BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT
SALARY BANDS**

EMPLOYEE	JULY 2013-14		JULY 2014-15		JULY 2015-16	
	MIN	MAX	MIN	MAX	MIN	MAX
Director of Curriculum, Instruction & Technology	\$88,916	\$123,352	\$91,584	\$127,053	\$93,416	\$129,594
High School Principal	\$89,428	\$122,014	\$92,111	\$125,675	\$93,953	\$128,189
Middle School Principal	\$84,173	\$119,043	\$87,540	\$123,805	\$89,291	\$126,281
High School Assistant Principal	\$77,276	\$112,421	\$79,595	\$115,794	\$81,187	\$118,110
Elementary/Intermediate School Principal	\$81,818	\$114,497	\$84,272	\$117,932	\$85,957	\$120,291
Elementary/Intermediate School Assistant Principal	\$72,276	\$107,421	\$72,595	\$110,794	\$74,047	\$113,010
Director of Special Education	\$70,904	\$103,228	\$73,031	\$106,325	\$74,492	\$108,452
Director of Buildings and Grounds	\$60,916	\$85,872	\$62,744	\$88,448	\$63,999	\$90,217
Director of Athletics and Facilities	\$49,859	\$77,970	\$51,355	\$80,309	\$52,382	\$81,915
Director of the Virtual Academy (11-month)	\$70,000	\$90,000	\$72,000	\$93,000	\$73,440	\$94,860

Except as noted, all positions are 12-month Administrators.

**APPENDIX D - BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT
11-Month Administrator Schedule**

2013-14		Non-tcr days	Tcr Days 13-14	Total
August	work additional days	6	7	13
September			20	20
October			23	23
November			19	19
December			14	14
January			22	22
February			19	19
March			21	21
April			16	16
May			21	21
June	work additional days	7	5	12
		13	187	200

12 sick days per year

2 personal days per year (may use up to 3/year, may accumulate up to 5)

No vacation

No paid holidays

Salaried position based on the expectation of 200 days of work.