

*Miscellaneous Items from Various Act 93 Plans*

Clearfield Area School District BOARD OF DIRECTORS

**BENEFIT PLAN for ADMINISTRATIVE TEAM**

1. **RECOGNITION**

The Board hereby adopts the administrative team concept as part of its formal operating practice in the district.

2. **DEFINITIONS**

The term, **board**, when used in this **benefit plan** shall refer to the legally elected or appointed representatives of the school district.

The term, **administrative team**, when used in this **benefit plan** shall refer to those persons employed by and authorized by the board to recommend the employment or separation from employment, to evaluate, or to supervise professional staff members or any other personnel employed by the board.

In view of the unique characteristics of the positions they hold in terms of the confidential relationships with the board and in view of the fact that they may be delegated by the board to negotiate with others of the administrative team, the superintendent, his/her assistant superintendent(s) and business manager may be excluded from the team when matters of salary and economic welfare is discussed with the board.

★ 3. **PURPOSE**

The general purpose of this **benefit plan** is to foster mutual support and loyalty between the administrative team and the board of education working within state statutes, rulings of the state department of education, and the rules and regulations established by said board.

The administrative team and board recognize the need for cooperation, understanding, and mutual support to operate an effective program of educational opportunity in the Clearfield Area School District.

Specifically, this **benefit plan** will:

- 3.1 Work out proper scales of remuneration for the variety of members of the unit in addition to other welfare and fringe benefits.

- 3.2 Make clear to both administrative team and other personnel the conditions of employment and prerogatives needed by the team to carry out their responsibilities.
- 3.3 Insure that all levels of the administrative team have appropriate input, as part of the team, in any negotiations with other bargaining units who may have to be supervised, directed or evaluated by said team members. This should not only encourage open lines of communication with teachers, pupils, and the community but it should also strengthen communication approaches.

#### 4. RIGHTS AND PRIVILEGES OF THE ADMINISTRATIVE TEAM

The board hereby agrees with the administrative team that all rights and privileges will be in compliance with the provisions of Act 93 of 1984.

The administrative team shall:

- 4.1 have full information, subject to statutory limitations, with respect to public records, statistics, and finances relating to the school district.
- 4.2 be heard at any and all public hearings.
- 4.3 **where appropriate, be permitted to** appear in a supportive/counseling role in any situations involving members of the administrative team, whether in a grieving or defensive posture.
- 4.4 **have the freedom to** communicate with **the administrative team** without interference.
- 4.5 have a salary check-off for assessments its members voluntarily accept.
- 4.6 have the use of school building facilities at reasonable hours for meetings in accordance with prescribed procedures.
- 4.7 **have** privileges, benefits and rights at least equal to those granted other professional employees.

#### 5. MEET AND DISCUSS

The parties hereto agree to cooperate in any efficient and professional manner by providing proper channels and scheduling necessary meetings for the purpose of solving problems or grievances with the administrative team.

## 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 a 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 this 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

1. **Establish an appropriate relationship between administrative positions and the employees being supervised.** To achieve equity in compensation between supervisors and those being supervised.
2. **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.
3. **Insure that appropriate compensation is paid to administrators.** Salaries paid district administrators should be relevant to salaries paid administrators throughout the Allegheny Intermediate Unit.
4. **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 project future potential earnings. Also, reasonable salary programs will help the school district attract and retain competent personnel.
5. **Establish and maintain a systematic approach to compensation information.** Objective salary procedures insure that all administrators and supervisors are treated fairly with performance being the major differentiating characteristic among personnel.
6. **Establish an evaluation program.** The performance evaluation, as defined by the Board, determines areas for self – improvement and appropriate annual compensation increases.

B. Any days brought into the District will be credited at 80% of total accumulated days to be used in a "Sick day bank" for emergency use by the administrator. Upon retirement or termination the administrator will receive compensation for all days earned while employed in the Burgettstown Area School District at the contractual rate. In the event of an illness, banked days are the first to be used.

C. Reimbursement for unused Sick Leave - Upon retirement from the District, professional employees shall receive an additional payment of fifty (50) dollars per day for each day of his/her accumulated sick leave. Reimbursement will only be made for days earned in the District.

**PERSONAL DAYS:**

Administrators shall receive three (3) Personal Days per year. Personal days which are not used will be converted the following year to employee's accumulative sick leave allowance.

**A WORK YEAR:**

The administrative work year shall include ten (10) paid holidays and twenty (20) vacation days.

**d WORK WEEK:**

A. Regular - The normal work day shall be an 8 ½ hour day including one hour for lunch. Job requirements may dictate that the normal day be extended at times or that evening demands require the presence of the administrative personnel.

B. Summer - The normal work hours for the summer schedule shall be from 7:30 am until 3:00 pm with one hour for lunch.

**MILEAGE / EXPENSES:**

Administrators who incur authorized expenses on the district's behalf shall be entitled to full reimbursement for those expenses. In addition, administrators covered by this agreement shall be entitled to receive the mileage rate established by the laws of the Commonwealth of Pennsylvania.

**WORK SESSION / BOARD MEETINGS:**

Administrators will be expected to attend the regular monthly work session of the Board of Directors. Administrators may be required to attend other meetings at the request of the Superintendent and/or Board President. Administrators will be required to present a monthly, written report to the Board of School Directors prior to the work session.

**BUILDING EVACUATION:**

In the event that any school building is evacuated in whole or in part by any reason of any report or threat or damage hereto, by bomb, fire or other lethal instrument or incident, no administrator shall be required to participate in any search for lethal or destructive instrument or to remain in the building while such search is underway. A floor plan of the building will be made available to the emergency personnel prior to or upon their arrival.

C. A Blue Cross / Blue Shield Select Blue Plan. All benefits will be no less than those given other professional employees in the district and will include dependent children ages 19 to 23 who are full-time students.

D. Blue Cross Dental Plan. All benefits will be no less than those given other professional employees in the district and will include dependent children ages 19-23 who are full-time students.



**TUITION REIMBURSEMENT:**

The District agrees to pay the full cost of all credits earned toward graduate programs leading to an advanced degree or in an area that would lead to improvement in administrative skills under the following conditions:

- A. Prior approval must be given by the Superintendent of Schools to qualify for reimbursement;
- B. Official transcripts of work completed shall be required for payment and all payments will be made within 30 days of completed request accompanied by a receipt for the course taken;
- C. Payment will not be made for a grade lower than a "C".



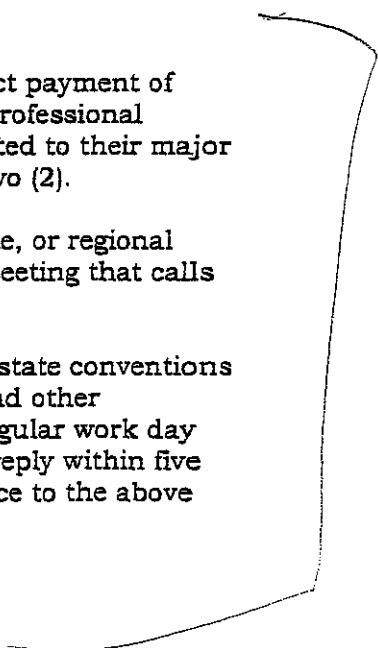
**SCHOOL CLOSING:**

- A. When school is canceled for students and teachers due to hazardous road conditions, administrators are not expected to report to their assigned building. When school is canceled for students and teachers due to any other reason, administrators are expected to report to their assigned building.
- B. Administrators will have ten (10) paid holidays annually as designated by the district. The holidays will be New Years Day, Good Friday, Memorial Day, Kennywood Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, the day before Christmas and Christmas Day.



**PROFESSIONAL MEMBERSHIP:**

- A. Any individual covered by this agreement may be eligible for district payment of dues for membership in one national, one state and/or one regional professional organization that are of the individual's choosing and are directly related to their major area of professional responsibility. This is limited to a maximum of two (2).
- B. Any administrator who holds a position or office in a national, state, or regional professional organization shall be granted permission to attend any meeting that calls for their presence.
- C. The Building Administrators may rotate attendance at national or state conventions on an annual basis. Attendance at meetings, workshops, seminars and other professional gatherings by administrative staff members during the regular work day are at the discretion of the Superintendent. The Superintendent will reply within five (5) days of dated request. All requests and replies regarding attendance to the above will be copied to the personnel committee for review.



II. Compensation:

A. Service Award – Employees shall receive a one-time payment of two hundred (200) dollars for each year of service to the Burgettstown Area School District.

III. Benefits:

A. The District shall pay the cost of Blue Cross/ Blue Shield Select Blue health insurance for eligible retirees to a maximum of \$2,500 per year..

B. Retired employees shall be provided the opportunity to participate in all other fringe benefits by submitting the cost of the premiums to the Business Manager of the Burgettstown Area School District providing that the carriers of said benefits permit participation of retirees.

**JURY DUTY:**

An administrator who serves on jury duty or who is subpoenaed as a witness in any judicial or administrative proceeding shall be compensated by the district at their regular rate of pay.

**VACATION TIME:**

A. Each twelve-month employee governed by this agreement shall be entitled to twenty (20) paid vacation days per year. No more than five (5) consecutive days of vacation may be taken while school is in session except by virtue of prior formal approval of the Board of Directors.

B. Vacation time will accrue only in accordance with the following guidelines:

1. Any unused vacation days from a concluding school year will be converted to cash at the administrator's per diem rate, or carried over to the next school year with the approval of the Superintendent;

2. No more than five (5) vacation days may be carried over from one year to the next without express written approval of the Superintendent.

3. Unused vacation days in excess of five (5) days shall be converted to cash at the end of July. Pre-approval for conversion must be granted by the Superintendent prior to June 1.

C. Administrators who terminate their service with the Burgettstown Area School District shall receive payment for accrued time in accordance with the stipulations in the "Retirement / Severance" section of this agreement.

D. In the event of the death of an administrator, his/her beneficiary shall be entitled to receive said payment.

**SICK DAYS:**

A. All administrators shall receive fourteen (14) sick days per year without loss of pay. Up to a maximum of two (2) of these sick days may be used per year as personal days.

**PHYSICAL EXAMINATION:**

The District will pay the cost of any physical examination requested of an administrator by the district.

**PROTECTION:**

If any administrator, while acting in a legal manner as an administrator within the jurisdiction of his/her assignment, is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the administrator in his/her defense. It shall be the responsibility of the administrator to bring any such complaint to the attention of the Board in writing as soon as possible.

**GRIEVANCE PROCEDURE:**

The ultimate goal of a grievance procedure is to resolve a problem at the lowest possible level. The parties agree that if any grievance arises between the parties, this grievance shall be resolved by the procedures herein set forth:

Definition: A "grievance" shall mean a violation or inequitable application of any provisions of this Agreement.

Step 1 - The administrator shall submit to the Superintendent the grievance in writing. This should state the nature of the grievance and the desired resolution. In the event the grievance is not resolved within ten (10) working days from the date of the grievance, the aggrieved may submit the grievance to the next level.

Step 2 - If the grievance is not resolved in Step I, the Board and the Administrator's Association shall hold a hearing within ten (10) working days after submission to Step 2. An answer will be rendered within ten (10) calendar days after the hearing.

Step 3 - Any grievance not satisfactorily resolved within the steps of the grievance procedure as outlined above shall be advanced as outlined in the Pennsylvania Public School Code of 1949, Sections 1131 and 1132.

**ETHICS:**

A. A complaint of a serious nature regarding an administrator made or transmitted to his/her immediate supervisor shall be brought to the attention of the administrator concerned within two working days of receiving the complaint and prior to going to the Board.

B. Any criticism of an administrator initiated by a Board member shall be made in confidence and not in the presence of students, parents, other employees, or in public.

**COMMUNICATON:**

In order to continue communications which are vital to a well-run school district, regular meetings will be held between the supervisory and administrative personnel and the District Superintendent.

A handwritten signature, possibly "D.A.", is written in the right margin. A large, hand-drawn bracket or checkmark-like symbol extends from the signature down towards the "ETHICS" section.

## ARTICLE II

### ADMINISTRATIVE APPRAISAL

#### **2.1 Administrative Appraisal**

The Lower Dauphin School District recognizes a need for ongoing supervision and evaluation as a means for improving the effectiveness of the administrative staff and of the educational process. A comprehensive program of administrative staff assessment and of program appraisal shall include self-evaluation and administrative appraisal supplemented by such additional data as may be needed and helpful. The district acknowledges that the evaluative process can serve many purposes for the administration and the Board of School Directors.

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##### **a. Goals of the Appraisal Process**

The School District recognizes the basic goal of appraisal. The primary goal of the appraisal system is the improvement of the competence and performance of the professional personnel. The specific objectives include:

1. Provide each administrator with feedback on his/her professional performance through the use of self- and administrative appraisals supplemented as necessary by other data.
2. Provide administrative and supervisory personnel with feedback on professional performance in order that appropriate support can be provided.
3. Provide the Board of School Directors with data that could substantiate the need for additional support required to overcome deficiency in personnel or program.
4. Provide evidence of successful performance required for certification changes by the Department of Education.


#### **2.3 Performance Plan and Appraisal System**

The Superintendent, through his/her administrative team, shall be responsible for the evaluation of all employees covered under the Act 93 compensation plan.



An official job review should be conducted at least one time per year. If an employee is having difficulties, it is prudent to conduct more than one review. Reviews are necessary to collect valid information and assure the employee is making every effort to correct identified deficiencies.

Before meeting for the end of the year formal review, a self-analysis of performance should be made by the employee using the "Administrative Performance Appraisal" form. This self-analysis must be sent to the immediate supervisor at least two days prior to the scheduled review. In addition, the employee should be prepared to discuss the strengths and weaknesses of his/her performance in relation to the job description of his/her position. Following the final review, within ten working days, the supervisor shall send to the employee a completed "Administrative Performance Appraisal" form containing a final overall rating. This completed form containing the final rating and resulting salary increase should be delivered no later than June 30<sup>th</sup> of each year.

 A copy of the final evaluation will be placed in the employee's personnel file.

In an administrator is dissatisfied with the final rating, he/she may appeal the rating to the Superintendent if he/she is an assistant principal or a school psychologist or to the Board of School Directors or a committee thereof through a letter to the Superintendent. The administrator shall present the reasons for his/her appeal in writing and may discuss those reasons at a private meeting with the Board or a committee thereof. The decision of the Board shall be final, binding and non-appealable. Any appeal must be made within ten working days of receipt of the final rating.

SCHOOL DISTRICT OF HAVERFORD TOWNSHIP  
ADMINISTRATIVE/SUPERVISORY COMPENSATION & FRINGE BENEFITS

9. Work Schedule

✎ a) Work Year

Twelve (12) month (260 days) administrators/supervisors will be paid 260 days annually, including periods of vacation eligibility and holidays. Designated holidays are listed on the approved District Calendar.

Ten and one-half (10 1/2) month (215 days) administrators/supervisors will work a shorter work year with no vacation or holiday eligibility.

↗ b) Work Day Schedule

The work schedule will be based upon the time necessary to complete the responsibilities of the employees' position/assignment at the highest level of efficiency in the best interest of the district.

✎ 10. Protection

a) If an administrator/supervisor, while acting in a legal manner within the jurisdiction of his/her assignment, is complained against or sued, the Board will provide legal counsel and render all necessary assistance in his or her defense either through the office of the Solicitor or with the insurance agreement currently in effect. It shall be the responsibility of the supervisor or administrator to bring any such complaint to the attention of the Board in writing as soon as possible. Professional liability insurance will be provided under a blanket District policy. Such coverage shall apply even after separation from the District provided the claim at issue relates to circumstances that occurred during employment with the District.

✎ b) The time lost by any supervisor or any administrator in connection with any incident mentioned in 12(a) above shall not be charged against allowable absence eligibility.

SCHOOL DISTRICT OF HAVERFORD TOWNSHIP  
ADMINISTRATIVE/SUPERVISORY COMPENSATION & FRINGE BENEFITS

11. Jury Duty/Court Order

The District will pay to administrators/supervisors required to serve jury duty their normal base pay.

The administrator/supervisor will furnish a copy of the court order and a statement from the Clerk of the Court attesting to the amount of jury duty monies paid. The administrator/supervisor will reimburse the District this amount.

The above provisions shall also apply to absences for reason of subpoena.

Absences under this provision will not be charged the allowable absence eligibility

✓ 12. Travel Insurance

Administrators/supervisors will be covered under a District-sponsored business travel insurance program while on school business.

13. Salary Continuation

A The District will provide salary continuation of 100% of gross salary to a maximum of 120 work days for long-term serious illness and/or disability which prevents the administrator/supervisor from performing his/her duties and shall provide such insurance benefits as provided by the District, for a period of up to 12 months. To be eligible for this benefit, the administrator/supervisor must have depleted all sick leave eligibility\* and submit to any medical examinations the District deems necessary.

\* Coverage will stop if PSERS or Social Security benefits become effective prior to the expiration of the 12 month period.

SCHOOL DISTRICT OF HAVERFORD TOWNSHIP  
ADMINISTRATIVE/SUPERVISORY COMPENSATION & FRINGE BENEFITS

X 14. 403 (b) Matching Contribution

The School District will match the Administrators/supervisors contribution to the Administrators/supervisors 403(b) retirement plan up to a maximum of 2% of the employee's gross salary.

15. Mileage Allowance

Administrators/supervisors required in the course of their duties to drive personal automobiles shall receive a car allowance. The rate of that allowance shall be the approved IRS allowable reimbursement rate. Such mileage must be approved by the immediate supervisor. No mileage will be granted traveling to the first work assignment of the day or leaving the last assignment while enroute to and from the place of residence.

X 16. Injury on the Job

Absence due to injury determined to have been incurred in the course of the employee's employment while assuming the responsibilities assigned by the Administration, shall not be charged against the employee's sick leave days through the 94<sup>th</sup> workday. The salary paid by the District shall be the difference between the employee's regular salary and the amount paid by

Worker's Compensation. Commencing on the 95<sup>th</sup> work day, the District will charge the employee for sick days in the same proportion as the District contribution needed to augment Worker's Compensation to equal the employee's regular salary.

All other fringe benefits shall continue as though the administrator/supervisor were working.

SCHOOL DISTRICT OF HAVERFORD TOWNSHIP  
ADMINISTRATIVE/SUPERVISORY COMPENSATION & FRINGE BENEFITS

★ 17. Theft and Vandalism

A fund of \$4,000 is maintained by the District to reimburse administrators/supervisors for theft or destruction of personal property while the employee is acting in the proper performance of his/her duties and responsibilities. Should the total of all claims submitted and approved exceed \$4,000 during any one school year, individual claims will be prorated accordingly. Payment on all claims will be made after the end of the school year. Claim forms may be obtained from the Human Resources Office.

★ 18. Assignment and Transfer of Administrators/Supervisors-Courtesy Statement

The administrator/supervisor to be transferred or reassigned would have approximately thirty (30) days notice before the actual transfer takes place and an opportunity to discuss the reassignment with his/her immediate supervisor and the Superintendent of Schools. The District reserves the right to make reassignments, in emergencies, when the 30-day notice may not be possible.

19. Additional Compensation

Administrators/supervisors scheduled to work beyond their normal work year will be paid at their per diem rate.

20. Health Care in Retirement

Upon retirement, with a minimum of five (5) years of successful administrative service in the School District of Haverford Township, the District will provide individual employee medical insurance coverage in exchange for 20 days of administrative service for a period up to five (5) years after retirement. Service to be provided shall be recruitment, interviewing, workshop leadership, substitute work for long term administrative absences, or other services approved by the Superintendent. Retiree will be responsible to contribute any sums available to retirees under PSERS for mandatory contributions to post retirement medical accounts. The Board, at its sole discretion, may extend this coverage beyond the five years based upon the needs of the District.

Members who retired after July 1, 2003 and before June 30, 2006 will be eligible to extend health care retirement benefits for two (2) years not to exceed a total of five (5) years in exchange for 20 workday

J. If you have reached the maximum with a satisfactory evaluation, raise would be based on the higher of: (1) 2.0% increase of salary or (2) M+45, step 18, times job factor (for example - \$1,000 x 1.35 = \$1,350).

- Every two years the minimum and maximum salary range will be adjusted. Next review will be for the 2008-09 school year.

K. Health care benefit – each member of the administrative team who retires from the ELCO School District on or after July 1, 2004, with a minimum of 10 years shall be entitled to continue to participate in the District's group health benefit plan, at a cost of whatever the current PSERS benefit is on the basis of two (2) months of coverage for each full year, or major fractions thereof, of administrative service in the Eastern Lebanon County School District. Retirement is defined as qualifying for pension or annuity from the PSERS. Persons eligible for dependent coverage at the time of retirement shall be included in such coverage until Medicare eligible. In the event of death of the retired member before such benefits are exhausted, surviving eligible dependents shall be entitled to continue coverage until such time as the retired member's benefits would have been exhausted or they are no longer eligible, whichever occurs first. (Please note, dollars from PSERS toward healthcare costs, would be sent to the district by the employee.)

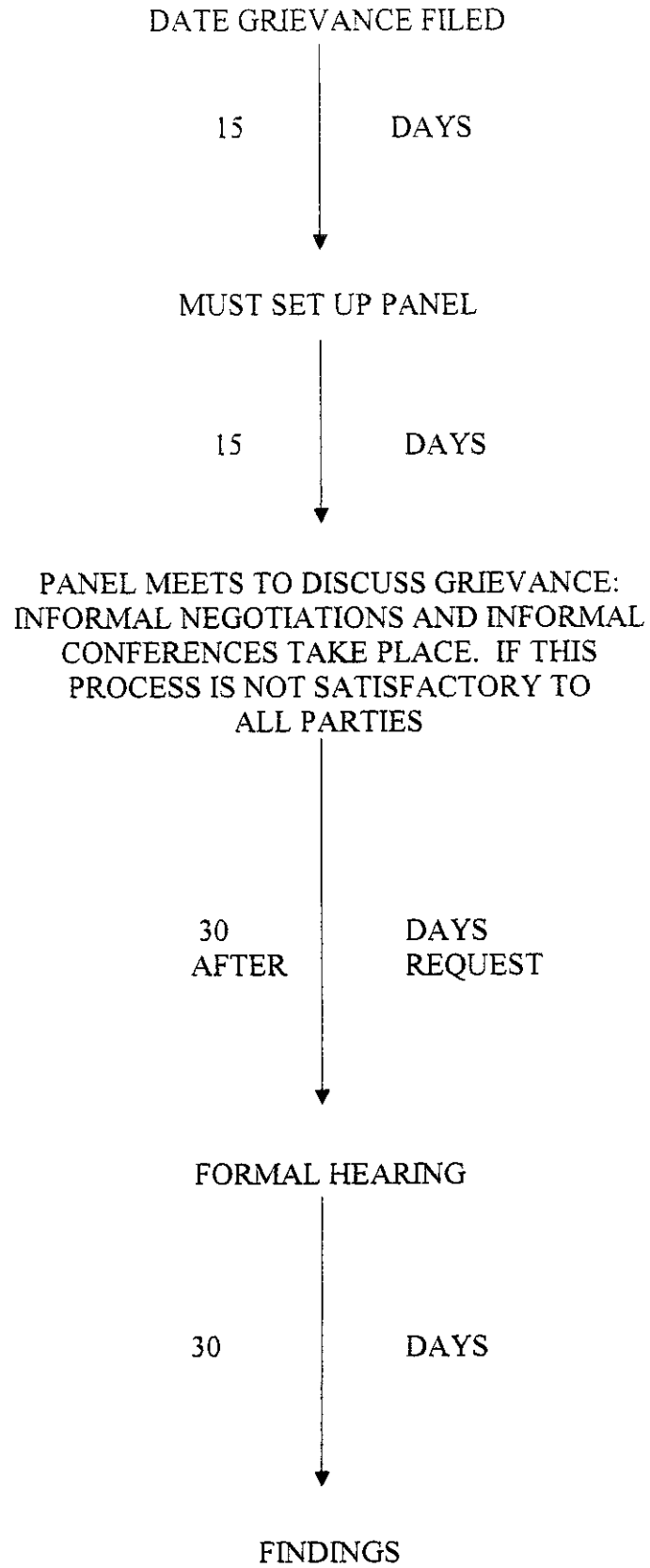
#### V. Other Policies

Other Board Policies listed in the Board Policy Manual Section 300 shall remain in effect during the term of this Plan.

#### VI. Grievance Procedure

The following grievance procedure shall be used on any matter related to the compensation plan, which is not resolved following Board consideration.

1. A panel composed of one employee selected by Management Team members, one Board member selected by the Board, and the Secretary of Education or his/her nominee shall comprise the non-paid panel.
2. The findings of the panel are published.
3. The timeline for processing a grievance shall be as designated on "Appendix D."
4. Parties shall be subject to the 1947 Public Employees Act Anti-Strike Law.



**Cafeteria 125 Plan issues for PASA – August 2007**

Cafeteria 125 Plan can be used to pay for **Child Care** and Non-reimbursed Healthcare costs. Money goes in PRETAX and is used to reimburse you for covered expenses.

**Details**

Please let me know if any of this is inaccurate –

- 1) Every member has sold back days at per diem to fund the 125 plan
- 2) Lowest sell back number has been 2 days – highest has been 17 (we think)
- 3) 125 plan provisions require forfeit of funds if not used during the specified period. Funds return to the school district.
- 4) Sell back of sick or vacation days is extra money in your pocket
- 5) Federal regs prohibit the sellback of days as an “option” – penalties are stiff
- 6) We will lose the ability to sell back days if we do not decide – as a group – to sellback the same number for all employees
- 7) Sellback would go into our plans at per diem as an employer contribution
- 8) You can still supplement the 125 plan with additional salary dollars
- 9) Childcare costs will now be 100% employee funded with salary dollars
- 10) We would ask that we have the ability to adjust the number once during the balance of the agreement (June 2011). We don't know if they will go for this. Adjustment would take place in July 08, for the 08-09 school year. Adjustment would take place in July 09 or July 2010 – at our

*Salary Survey*

*PAESSP*

*PRINS 122*

*E-Pass - codes/passes*

How in this agreement  
contribution (ostensibly for retirement benefits)  
per year – plus vacation days and personal days

vacation days for sellback – it sends a message that we  
on Days – which is quickly pointed out by board

the number of days to sell back to meet everyone's

able as a group to sell back a specific number of  
and our cafeteria 125 plan or allow this provision to  
Yes or No

Does this fit most members' situation?



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