

CHARTIERS VALLEY ADMINISTRATIVE/SUPERVISORY EVALUATION AND COMPENSATION PLAN

July 1, 2024 to June 30, 2030



PURPOSE

TERM

DEFINITION OF ACT 93 EMPLOYEES

- I. Evaluation Criteria
- II. Compensation and Salary

CURRICULUM LEADERS

- A. Miscellaneous Provisions
- B. Voluntary Resignation from Curriculum Leaders Position

BENEFITS (SEE Appendix A)

1. Health Care Insurance
2. Health Insurance Buyout
3. Dental
4. Vision Insurance
5. Multiple Coverages
6. Life Insurance
7. Workers' Compensation
8. Flexible Spending Accounts/Section 125 Plan
9. Insurance Benefits

WORK YEAR, VACATION DAYS, HOLIDAYS

1. Work Year
2. Vacation Days
3. Holidays

PAID LEAVE

1. Personal
2. Sick Leave
3. FMLA
4. Bereavement Leave
5. Workers' Compensation
6. Jury Duty
7. Military Leave
8. Leaves of Absences

RETIREMENT BENEFITS

1. Retirement Severance

2. Retirement Healthcare Benefits
3. Retirement PSERS

OTHER BENEFITS

1. Tax Sheltered Annuity (403b Plan)
2. Travel and Expenses
3. Tuition Reimbursement
4. Professional Organizations Dues

Purpose: The purpose of this Plan is:

1. To continually improve the instructional and managerial operations of the District through yearly employee evaluation; and
2. To outline the structure and administration of Act 93 compensation, including both salary and benefit components. This document fulfills the requirements of Pennsylvania Act 93 of 1984.

Term: This Plan becomes effective on July 1, 2024 and expires June 30, 2030.

Definition of Act 93 Employees: The term “Act 93 Employees” shall include building-based administrators, directors, coordinators, and curriculum leaders, or any others that are recommended by the Superintendent and approved by the Board of Directors.

Statutory Savings Clause and Waiver: The parties agree that all items presented have been discussed and that no additional discussions will be conducted on any item, whether contained herein or not, during the term of this plan unless mutually agreed to in writing. In the event any portion of the plan shall at any time be held contrary to law, such provision shall be void and inoperative; all other provisions in this agreement shall continue in effect unless the part found to be unlawful or void is inseparable from the remaining portions of this plan.

Performance Evaluation Criteria: The evaluation process is one in which the appraiser, in joint effort with the employee, assesses the major areas of responsibility in terms of expected results, and uses these results as a means of evaluation using Act 13 2020. The evaluation process shall comply with state guidelines for the Principal Effectiveness System and any amendments to such model.

*Exception to this evaluation criteria is an Act 93 employee serving in a full-time classroom teaching capacity (i.e. curriculum leader). Said person(s) will be evaluated under the same criteria as the teacher's bargaining agreement.

PERFORMANCE REVIEW AND RATING

A. Components of an Individual's Performance Review

Each administrator will be responsible for performance in multiple areas. Every individual shall demonstrate competence in the basic duties and responsibilities of the position's job description. Annually, the work plan shall provide opportunities for individual assignment to District-wide action plans as directed by the Comprehensive Plan/Strategic Plan.

B. Performance Review

It is extremely important for each individual to have a sense of his/her own performance and contribution to the organization. This can only be accomplished through regular communication with your supervisor in order to assess your performance on the expectations of your job description, your accountability for achieving

District goals (primary responsibility, supervisory responsibility, or support responsibility), and your progress toward meeting your individual objectives.

At least two formal conferences, an interim appraisal, and a final appraisal, must be held each year. Other circumstances, such as transfers or leaves of absence during the performance year, dictate additional conferences in order to ascertain the effect on the items being evaluated.

It should be understood that while formal evaluations occur periodically, performance evaluation itself requires a continuing relationship on a day-to-day basis between a supervisor and the people who report to him or her. If your performance is not discussed with you periodically, you should feel free to initiate this type of discussion with your supervisor.

The interim appraisal (individual conference and written evaluation) shall occur prior to February 1 each year. The final appraisal (individual conference, written evaluation, and numeric rating) shall occur prior to July 1 each year. An annual timeline will be provided for each administrator for an appeal period, and for submission to the Board for approval of salary change recommendations.

The provisions of the Act 93 Performance Review and Rating System, including the components of the individual's Performance Review, the Performance Review process/evaluation format and ratings and rating tool will follow the Educator Effectiveness process as outlined in Act 13 of 2020, and any amendments or revisions thereto.

C. Annual Performance Rating

Satisfactory v. Unsatisfactory

The Commonwealth of Pennsylvania requires the District to submit an annual performance rating of either Satisfactory or Unsatisfactory for each Act 93 certificated educator.

An overall performance final rating value on the 13-2 Evaluation Tool of Distinguished or Proficient is considered Satisfactory.

An overall performance rating of Needs Improvement on the 13-2 Evaluation Tool is considered Satisfactory unless the employee received a Needs Improvement rating within the past four years from the same employer for work performed under the same certification area. In that circumstance, the subsequent overall performance rating of Needs Improvement is considered Unsatisfactory.

An overall performance rating of Failing on the 13-2 Evaluation Tool is considered Unsatisfactory.

Final Rating Values

All Act 93 members, including both certificated educators and non-certificated Act 93 members receive a final rating value which is used to determine any applicable increase. The Pennsylvania Department of Education 13-2 Evaluation Tool, or other evaluation tool for non-certificated Act 93 members, shall be used to determine the performance levels in alignment with state statutes.

1. Extenuating Circumstances

There are circumstances that can develop which alter the annual rating and/or salary adjustment. If there is a change of position during the school year, your annual rating will be determined by prorating the evaluations of the two positions.

If you request a sabbatical leave of absence for an entire year, you will maintain your pay in the Salary Ranges for your position. If the sabbatical is for one-half year, you will be evaluated on your achievement during the time worked. You will receive a salary increase of half the percentage increase for that rating adjustment for the position.

If you work less than a year, your rating may or may not be affected; however, the percentage increase will be prorated based upon that fraction of the year actually worked.

- a. If you are transferred into a position on a temporary basis, there may be no corresponding change in District objectives. This will be determined on an individual basis. If this temporary transfer is to a higher position, and is longer than a school year, a salary adjustment will be calculated for the beginning of the second year. The salary will be based on the Superintendent's recommendation based on the specific Salary Range.
- b. If you are in a position that is expanded due to the temporary vacancy of an administrator, your immediate supervisor will recommend assistance through the assignment of select duties to other administrators and professional staff. Upon the return of the administrator, or after one semester of the administrator's absence, whichever comes first, your supervisor along with the Superintendent will evaluate your performance during the administrator's absence and may recommend an honorarium to recognize outstanding service and achievement.
- c. If an administrator is placed in an interim or expanded role in a higher position due to the temporary or permanent vacancy of another administrator, that administrator may receive a salary increase or a stipend. The increase is to be paid while or upon conclusion of the individual is in a temporary role. Such compensation is at the recommendation of the superintendent and approval of the school board.

If you receive an unsatisfactory rating for any individual evaluation area, your salary adjustment will be lowered or withheld.

Performance Review Appeal

An appeal on a performance review should follow the established procedures. These steps are:

- a. Within 10 working days of rating notification, request an oral discussion with your immediate supervisor to attempt to resolve the situation.
- b. The supervisor will submit to you his/her written recommendation including a brief summary of the oral discussion within five working days of the discussion.

c. If the problem remains unresolved, within 10 working days of above receipt, appeal to the Superintendent by submitting a written appeal and copies of all written appeal data to this point of the procedure.

d. The Superintendent will render a final decision within five working days following receipt of appeal or meeting to discuss appeal.

1. Performance Needing Improvement or Failing

a. If at any time during the year there is evidence to the supervisor that less than expected performance may be occurring, the supervisor shall confer with the administrator advising that corrective action must be taken immediately.

b. Corrective action should be formalized in a plan for improvement which should be cooperatively implemented as soon as practical after the conference specified above.

c. Support will be offered with the plan of improvement.

Compensation and Salary:

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 audits to evaluate the competitiveness of its salaries and salary ranges. The Act 93 Agreement may be revisited as requested. Position descriptions will be provided for each administrator and may be reviewed/revised as necessary.

Administrators evaluated with satisfactory performance (proficient or distinguished) shall receive a 2% annual salary increase. Those administrators evaluated with an unsatisfactory or failing performance evaluation will not receive an annual salary increase.

In addition, the Board will authorize Act 93 Employees administrators to create up to four annual goals which are approved by the Superintendent and in alignment with the District mission and vision. Each goal may have a value of .05% (total of 2.0% of salary) of the school year in which the goal was initially presented to be awarded upon the conclusion of said school year for a one-time stipend. Administrators rated unsatisfactory or failing will not be eligible for the option of goal creation as their focus will be to reach a satisfactory evaluation the following year of the unsatisfactory or failing rating.

The total annual salary percentage may be up to 4%.

Compensation adjustments will normally be awarded effective July 1st

Cycle of Evaluation and Goal Establishment: The appraisal/compensation timeline will be as follows:

May	Supervisor meets with the employee and jointly determines annual performance criteria; annual goals and the criteria established for goal achievement, if applicable, will also be determined at this time, and the Act 93 Goal Achievement Form will be approved in preparation to submit to the Superintendent
June	Supervisor submits the Act 93 Goal Achievement Form to the Superintendent for review and approval.
July	Provisional rating and Provisional salary adjustments go into effect.
August	All employee goal achievement forms are presented to the School Board.
November	Final Rating from the previous school year is issued.
January	The supervisor meets with the employee for the mid-year performance review. Any change to established goals or establishment of additional goals must receive the approval of the Superintendent.
May	The supervisor meets with the employee and the Provisional evaluation is completed.
June	The Superintendent presents Provisional ratings and Provisional salary recommendations to the Board for any necessary action. Goal bonuses shall be presented to the Board for action.
	<ul style="list-style-type: none">i. In the evaluation cycle. Specific written criteria for assessment of goal completion will also be established at that time and recorded on the Act 93 Goal Achievement Form.ii. The form will be signed by the employee and appraiser, and will be submitted to the Superintendent for final approval by August 31 of the school year. All Superintendent-approved goals / criteria will be presented to the School Board at a September School Board Meeting.iii. Goals may be adjusted during the mid-year performance review, but any change to the established goals or additional goals must receive approval of the Superintendent. Written documentation of the accomplishment of goals will be recorded on the same form in May and approved by the appraiser during the end-of-year final evaluation meeting.

Miscellaneous Provisions

A. Curriculum Leaders

1. **Member Who Teaches at District – Seniority.** Any Act 93 member who teaches at the District and was a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader, and who is tenured as a professional employee and did not have a break in service shall be credited with seniority in accordance with the Public School Code of 1949, as amended, for time spent as a Curriculum Leader.
2. **Appointment/Removal from Curriculum Leader Position.** The District shall have the sole discretion to determine which employee shall be offered a Curriculum Leader position. The District may remove any

employee from a Curriculum Leader position for any reason deemed appropriate by the District in its sole discretion.

- i. Removal of Act 93 Member Who Teaches at District. Any Act 93 member who teaches at the District and was a member of the CVFT immediately prior to accepting a position as a Curriculum Leader and who is removed from a Curriculum Leader position by the District for reasons other than those constituting just cause for dismissal shall be entitled to return to a regular classroom teaching position at the District and be eligible to be a member of the CVFT.
- ii. Removal of Member Who Did Not Teach at District. Any member who did not teach at the District and/or was not a member of the CVFT immediately prior to accepting a position as a Curriculum Leader and who is removed from a Curriculum Leader position by the District for reasons other than those constituting just cause for dismissal shall be entitled to regular classroom assignment consistent with applicable tenure and furlough laws of the Commonwealth of Pennsylvania.

B. Voluntary Resignation from Position:

- iii. Voluntary Resignation for Member Who Teaches at District. Any member who teaches at the District and was a member of the CVFT immediately prior to accepting a position as a Curriculum Leader and who voluntarily resigns from a Curriculum Leader position (for reasons other than to avoid removal for cause) shall be entitled to return to a regular teaching position at the District and be eligible to be a member of the CVFT. Absent the Superintendent's agreement to a different resignation and return date, the voluntary resignation of any such member shall be effective as of the end of the school year in which the member submits written notice of voluntary resignation to the Superintendent and the return of such member to their regular teaching position and original classroom at the District following such voluntary resignation shall take place at the start of the following school year.
- iv. Voluntary Resignation of Member Who Did Not Teach at District. Any member who did not teach at the District and/or was not a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader and who voluntarily resigns from a Curriculum Leader Position shall not be entitled to be assigned to a regular teaching position at the District.
- v. After School Meetings. Members shall prepare for, attend and conduct after-school meetings with professional employees as required by the Superintendent.
- vi. Voluntary resignation from position shall result in a 60 day hold or "stay" for said employee. Terms may be negotiated as superintendent and board determine.

WITNESS the due execution on the dates set forth below.

CHARTIERS VALLEY SCHOOL DISTRICT

Darren Mariano, President
Board of School Directors

Date

Courtney Saxon, Secretary
Board of School Directors

Date

Act 93 Group Representatives

Date

Date