

**SHALER AREA SCHOOL DISTRICT**

**ACT 93 EVALUATION  
AND COMPENSATION PLAN**

**July 1, 2018 – June 30, 2023**

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**ARTICLE I APPRAISAL PROCESS AND PROCEDURES**

**A. PURPOSE**

The primary purpose of the Performance Appraisal System is to improve effectiveness of the employee. This goal is achieved through individual professional growth and improvement. Professional growth and improvement are shared responsibilities of the individual, the appraiser, and his or her superiors.

For Non-Instructional members of the Act 93 group, to be effective, the process should provide for the clear identification of the scope of responsibilities of the employee and well-defined goals. Goals will encompass district goals and initiatives as set by the Board and Superintendent.

Non-Instructional members of the Act 93 group include: Coordinator of Technology, Supervisor of Buildings & Grounds, Director of Athletics, Custodial Foreperson, Computer Network Supervisor, Information Systems Manager, Computer Technicians, and Communications Specialist.

For Educational Supervisory members of the Act 93 group, the process will be in accordance with the Pennsylvania Department of Education Framework for Leadership using the four domains: Strategic/Cultural Leadership, Systems Leadership, Leadership for Learning, and Professional and Community Leadership.

Educational Supervisory Members of the Act 93 Group Include: Elementary Principal, Elementary Assistant Principal (10 or 12 month), Middle School Principal, Middle School Assistant Principal, High School Principal, High School Assistant Principal, School Psychologists and Director of Student Services.

These areas of responsibility should be jointly reviewed periodically during which a general assessment of overall effectiveness is made, and goals are agreed upon.

Among the outcomes of a performance appraisal system should be a higher level of staff performance, improved student services and achievement, a more accurate record of the status of performance of employees, a greater commitment to the importance of being evaluative minded in the performance of duties.

The compensation program is based upon the performance appraisal system and is designed to provide the employee with an incentive and reward exemplary performance.

This program as set forth is in compliance with and meets the provisions of Act 93.

Members of the administrative group included under this agreement who work a 10-month year are entitled the same appraisal process as presented in this plan.

**B. DURATION OF THE COMPENSATION BASED APPRAISAL SYSTEM AND FRINGE BENEFIT PROGRAM**

This Act 93 Agreement will be in effect for five (5) years to include the 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023 school year.

C. POSITIONS COVERED BY MEMORANDUM

For the purpose of this document only, the term "Administrator" shall refer to the following employees: Computer Technician, Custodial Foreman, Data Information Specialist, Network Administrator, School Psychologist, Director of Athletics, Elementary Principal, Elementary Assistant Principal (10 or 12 month), Middle School Principal, Middle School Assistant Principal, High School Principal, High School Assistant Principal, Supervisor of Buildings & Grounds, Communications Specialist and anyone else included under Act 93.

D. DISPUTES

In the event of a disagreement on the interpretation or implementation of this plan, the decision of the full Board shall be final and binding.

E. APPRAISAL/COMPENSATION TIMELINE

<b>July/August</b>	Salary adjustments go into effect.  Superintendent will survey Board and administrators to establish district goals.
<b>August/September</b>	Board meets and determines Board goals.  Superintendent presents Board goals to administrators.  Administrators develop plans to meet goals.
<b>September</b>	Superintendent and/or Assistant Superintendent and/or appraiser schedule meetings with administrators to approve goals and action plans.  Superintendent presents administrators' goals to Board as information (not for approval).
<b>January</b>	The appraiser meets with administrators and does informal interim evaluation.
<b>May-June</b>	The appraiser meets with administrators and final evaluation is completed.
<b>June/Early July</b>	Superintendent presents evaluations and salary recommendations to Board.
<b>July</b>	Board takes action on salary recommendations, if any, for administrators.

F. THE APPRAISAL PROCESS

The appraisal process is one in which an employee, in joint effort with the appraiser, identifies goals, defines major areas of responsibility in terms of expected results, and uses these results as a means of evaluation. The major thrust of this appraisal system is to improve the skills and effectiveness of the employee, thus enhancing the entire school district.

The appraisal process provides for accountability and growth of the employee. It is based on the principles that good performance deserves recognition; poor performance requires improvement. The appraisal process involves the following steps:

1. Self-appraisal and portfolio documentation.
2. Mutual agreement on criteria to be used to evaluate performance based on the appraisee's skills, job description, portfolio, individual goals, and district goals.
3. Interim progress meetings.
4. End-of-year appraisal.

Basic premises are established when setting goals and evaluating the appraisee. They are:

- District goals will be achieved.
- Building/program goals will be attained.
- Sound management produces results.
- Performance Appraisal facilitates growth.
- Leadership and accountability are essential.
- Good performance deserves recognition.
- Poor performance requires a planned program of improvement.

The appraisers will be in-serviced on an annual basis by the Superintendent to maintain continuity and uniformity district wide.

#### Self-Appraisal and Supporting Documentation

Self-appraisal should enable the employee to examine his/her strengths and to build on those strengths. In addition, it should enable the employee to recognize areas that need to be improved and to improve them.

The employee should examine the district's mission statement, the goals set forth in the strategic plan, and the yearly district goals. From these, the non-instructional employee should determine three to five major goals to be accomplished during the school year and instructional employees will align their goals to the PDE Framework for Leadership.

The portfolio should help the employee in the self-appraisal process as well as provide a vehicle for demonstrating the accomplishments. The supporting documentation will help to evaluate performance while also illustrating areas of change and growth.

#### Mutual Agreement: Goals, Skills, Portfolio

By the end of September each year, a conference should be held between the appraisee and the appraiser. The objective of the conference is to establish consensus between the appraisee and the appraiser in regard to the major goals to be accomplished and criteria that will be used to judge performance in these areas. To accomplish this objective, the appraiser should be familiar with the appraisee's goals and plans of action to accomplish the goals set forth.

As a guide to the appraisee in the appraisal process, the following factors should be discussed:

1. Goals -- The appraiser should set goals that are directly related to the district's goals.

2. Policies, Procedures, and Practices -- The appraisee must demonstrate technical skills and professional knowledge necessary to effectively recommend, establish, and implement policies, procedures, and practices in his/her areas of responsibility.
3. Supervision -- The appraisee effectively demonstrates and applies the necessary skills and knowledge of administration/supervision to the programs and personnel assigned to him/her. The appraisee shall be held to a high level of performance standards. The administrator will use comprehensive data and research to make appropriate and timely decisions and will demonstrate effective leadership to make a difficult decision.
4. Decision Making-- The appraisee displays the knowledge and skills required to make effective decisions in terms of degree of independent action and effect on others.
5. Interpersonal Relations -- The appraisee displays positive attitudes in meeting with teachers, students, parents, and community members district wide.
6. Physical, Personnel, and Financial Resources-- The appraisee demonstrates use of skills and knowledge in the utilization of physical property, personnel and financial resources.
7. Creativity -- The appraisee demonstrates imagination and/or creative ability in the identification of problems and the application of solutions to administrative and/or academic problems.
8. Resource/Support -- If necessary, additional support may be necessary to help administrators meet goals. The District will make the effort to provide that support.
9. Goals Redefined -- Sometimes due to unfortunate circumstances, some goals must be eliminated or redefined. This must be done in a mutually respectful meeting, but in all events the final decision shall be the responsibility of the superintendent.

#### G. INTERIM PROGRESS MEETING

The appraiser and appraisee will meet in January to review the progress of the appraisee toward meeting his/her goals.

1. Review how well the appraisee is progressing along the pre-established plan to accomplish goals.
2. Identify any areas in which the appraisee may be having problems and mutually work out plans to overcome these problems and identify necessary support.
3. Adjust the plans as conditions change and warrant adjustment.
4. Preview appraisee's portfolio.

An interim evaluation (Rating Form) will be completed and given to the appraisee. If the appraisee is not progressing in a satisfactory manner toward achieving his/her goals, a Plan of Improvement will be mutually developed. Meetings will be scheduled no less than monthly until improvement is met. Nothing stated herein shall be construed to mean that dismissal charges will not be brought, where appropriate, pursuant to the Public School Code.

Either party may request a meeting prior to the January review to reassess goals and to monitor and adjust plans.

#### H. PLAN OF IMPROVEMENT

There are times when an employee may need extra help or may not be performing up to a standard nor achieving goals in one or more areas. At this time, the appraiser must meet with the employee and formulate a Plan of Improvement. The Plan of Improvement should contain the following elements:

##### Recommendation:

Specific strategies, skills, or goals to be changed or refined should be stated as well as expectations for the need to improve. A list of alternatives should be developed and the appraisee should also think of effective strategies. If necessary, consequences of noncompliance should be stated.

##### Assistance:

Resources which are available and appropriate to support the change must be discussed and outlined.

##### Time for Improvement:

Realistic time parameters for when change will occur must be set. Improvement will be monitored over the span of time set by both parties. Meetings should be held no less than monthly to provide both parties with necessary feedback.

The Plan of Improvement must be written and agreed upon by both appraiser and appraisee. It should be signed and dated by both parties.

In conjunction with the Plan of Improvement, the supporting documentation should also reflect necessary changes and improvements.

If the employee fails to comply or does not improve, a rating of "Needs Improvement" that fell below a rating of 1.49, the administrator may face possible demotion or dismissal action.

#### I. THE APPRAISAL MEETING

The final appraisal meeting should be completed in June of each year. The primary objective of this appraisal meeting is to determine, as objectively and fairly as possible, the work competence of the appraisee. The appraisal meeting is a discussion between the appraisee and appraiser centering upon accomplishment of goals, performance results, and/or potential improvement.

The appraisee should self-appraise his/her performance prior to the appraisal meeting. The appraisee should make an honest effort to assess his/her accomplishments of the goals set and accomplished. The appraisee will present a completed portfolio at this time for review by the appraiser.

The appraiser must be prepared for the appraisal meeting. The nature of the appraisal meeting is to review the year's accomplishments. If the appraisee and appraiser have worked closely and cooperatively during the year, there is less likelihood of conflicting opinion arising during the appraisal

meeting. The objective of the appraiser is to complete a thoughtful review of the appraisee's performance.

The appraisee and appraiser will discuss the total performance and review the portfolio. They will reach some general conclusions and identify possible areas needing improvement. It is an opportunity for the appraiser to encourage the appraisee to begin thinking about his/her self-appraisal for the upcoming year. Thus, the appraisal process is a cycle, which finds the administrator constantly striving to maintain administrative performance at a high level.

Copies of all performance appraisal forms should be forwarded to the Superintendent as soon as they are completed.

It is assumed that if the basic steps outlined in this process are followed, it is reasonable to expect that the participating employees will improve their performance and consequently raise the overall effectiveness of the educational program of the school district.

In the area of district goals, the Superintendent, with assistance from the Assistant Superintendent, or designee, will have input on rating the employee's achievement of district goals. If the employee has not complied with nor worked toward achieving assigned district goals, the employee's rating will be determined by the Superintendent.

In all instances, the employee's rating shall be subject to review by the Superintendent who, in the event of disagreement, shall have the final authority.

#### J. APPEAL PROCESS

1. If, for some reason, agreement cannot be reached or there is a problem in evaluating the appraisee's performance during any stage of the process, the appraiser's supervisor will be invited to review the performance of the appraisee in an effort to resolve the differences.
2. If the parties still do not agree, the superintendent will be invited to review the performance of the appraisee.
3. If an agreement cannot be reached at this step, the appraisee may request a review of the differences by a committee of three selected as follows:
  - a. One member from the Shaler Area School District administrative staff by the original appraiser;
  - b. One member from the Shaler Area School District administrative staff by the original appraisee;
  - c. One member randomly selected from the Shaler Area Board of School Directors.

In the case where the Superintendent is the appraiser, the appeal will go directly to the Committee level.

The Committee will review the goals and plans of action as were agreed upon by the appraiser and appraisee. The appraisee's portfolio also will be submitted to the Committee for review.

If the Committee wishes to meet with and interview each party, the Committee will establish a time and place to do so. This should be done within three (3) weeks of the original request of the appeal of the appraiser.

Appeal decisions of the Committee will be referred to the Superintendent and/or his/her designee for his/her review and comment. The decision of the Committee shall be final.

Non-achievement of a “Distinguished” rating is not applicable to the appeal process.

**ARTICLE II ADMINISTRATIVE COMPENSATION**

Compensation for the Act 93 group is determined based upon the 2017-2018 salaries of similar positions in the Tier 1 schools in Allegheny County as defined by the Allegheny Intermediate Unit (AIU). Each position will have a minimum, midpoint and maximum designated salary range as outlined in Appendix A of this agreement. The ranges will be set for the beginning of the agreement and can be adjusted as needed at the beginning of the third year during the term of the agreement.

Evaluation Score	Proficiency Level	Between Minimum Salary and Mid-Point Salary	Between Midpoint Salary and Maximum Salary	Above Maximum
2.50 – 3.0	Distinguished	3.5%	2.5%	1%
1.50 – 2.49	Proficient			1%
0.50 – 1.49	Needs Improvement	2%	1%	1%
0 – 0.49	Unsatisfactory	0%	0%	0%

A. Annual Compensation Equity Review

Annual salary adjustment consideration will be given as follows. Each position will have a minimum, midpoint and maximum designated salary range. The ranges will be set for the beginning of the agreement and can be adjusted as needed at any point during the term of the agreement. Employees who have satisfactory evaluations and whose salary is between the minimum and midpoint may be eligible for a 2-3.5% increase. Employees who have satisfactory evaluation and whose salary is between the midpoint and maximum maybe eligible for a 1-2.5% increase. Employees who have satisfactory evaluations and whose salary is at the maximum will be eligible for a 1% increase.

B. Proficient / Distinguished Goal Completion Bonus

**Instructional Employees:** Should an employee successfully achieve a proficient / distinguished evaluation (2.0 or greater) per the PDE 82-2/82-3 and successfully meet a goal based upon the pre-established criteria (see Appendix B), the following will be paid as a one-time goal bonus by June 30 of the school year. The bonus does not go on the employee’s base salary.

**Non – Instructional Employees:** Should an employee successfully achieve a satisfactory evaluation (2.0 or greater) in any of the goal areas based upon pre-established criteria, the following will be paid as one-time goal bonus by June 30 of the school year. The bonus does not go on the employee’s base salary.

Goal	Bonus Amount
Goal #1	\$250 one-time bonus
Goal #2	\$250 one-time bonus
<b>MAXIMUM Bonus Possible</b>	<b>\$500</b>

## B. ADMINISTRATIVE PERFORMANCE CATEGORIES

The value of the performance rating is determined by averaging the total number of points received in each goal area and/or job description area.

### **1. Distinguished (2.50 – 3.0)**

The employee consistently took advantage of planned and unplanned events to achieve exceptional, superior results. Specific job description categories were continually demonstrated, and specific objectives were continually surpassed. He or she excelled in leadership, job skills and/or completion of major tasks and responsibilities as they related to each specific objective or job description category. The employee earns “Distinguished” on the PA Assessment Rubric.

### **2. Proficient (1.50 – 2.49)**

The employee consistently took advantage of planned and unplanned opportunities to achieve agreed-upon results as defined for each objective and job description category. Specific skills were frequently demonstrated, and specific objectives were consistently met. He or she demonstrated good skills in both the goal/objective area and in job description category. The employee earns “proficient” on the PA Assessment Rubric.

### **3. Needs Improvement (.50-1.49)**

The employee did not consistently take advantage of planned and unplanned opportunities to achieve the agreed upon results as defined for each goal/objective and job description category. Specific goals or job description categories were not consistently demonstrated, and specific objectives were not met. He or she did not demonstrate the knowledge, skills, and/or behavior to adequately achieve the objective or demonstrate the job description category. Significant improvements needed in any/all of the areas that relate to each specific goal/objective and/or job description category. The employee earns “Needs Improvement” on the PA Assessment Rubric.

### **Unsatisfactory (<.49)**

The employee shows lack of improvement on previously identified deficiencies or performance demonstrates serious deficiencies in attainment of established standards of the position description. Individual consistently demonstrates poor performance and judgement in meeting school district expectations. A rating of Unsatisfactory demonstrates the educator has serious deficiencies and is failing in their impact on achievement and/or effective leadership.

## **ARTICLE III LEAVE BENEFITS**

### **A. BEREAVEMENT**

1. Each employee shall be granted five (5) consecutive days of leave without loss of pay and/or other benefits when a death occurs to a parent, sibling, child, or spouse to include the day of the funeral.
2. Each employee shall be granted three (3) consecutive days of leave without loss of pay and/or other benefits when a death occurs to a daughter-in-law, son-in-law, brother-in-

law, sister-in-law, grandparent, grandparent-in-law or grandchild to include the day of the funeral.

3. Each employee shall be granted one (1) day of leave without loss of pay and/or benefits when a death occurs to an aunt, uncle, niece, nephew, or first cousin.
4. All other requests for leave not specifically mentioned in paragraphs 1, 2, and 3 above shall be granted according to the School Code or upon approval by the Superintendent.

#### B. EMERGENCY LEAVE

The School District will provide employees with up to one (1) emergency leave day on the following basis:

An emergency shall be defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action.

1. The employee shall contact the superintendent as soon as possible to request emergency leave and state the reason(s) for the request.
2. Upon return to employment, the employee shall provide the superintendent a written statement regarding the need for emergency leave.
3. The Superintendent shall approve or disapprove the request, in writing, and shall notify the employee accordingly.
4. The employee shall be paid full salary for the day if the request is approved.
5. Emergency days shall be granted for family emergencies, including religious observances, which, in the opinion of the Superintendent, are compelling to the employee.
6. At the end of each fiscal year of this Agreement, said unused emergency leave shall be forfeited.

#### C. LEGAL LEAVES

1. Any employee who is required by the school district to appear in a legal proceeding shall do so without loss of pay or other benefits for the period of time that he or she is required to be at such legal proceeding.
2. Any employee who is summoned as a juror shall be granted a leave of absence, without loss of pay and/or benefits, for the time he or she is required to be in attendance as a member of the jury panel. However, any payment received for serving on jury duty shall be deducted from the employee's salary or per diem rate of pay.
3. (a.) Any professional employee who shall be required by law to appear as a plaintiff or as a defendant in either a civil or criminal proceeding in the Court of Common Pleas or in the U. S. District Court shall be granted a leave of absence up to a maximum of two (2) days,

without loss of pay or other benefits, upon notification of the Superintendent of the date, time, and place of said proceeding.

(b.) Any professional employee who shall be required by law to appear as a witness in the Court of Common Pleas or in the U. S. District Court shall be granted a leave of absence of one (1) day, without loss of pay or other benefits, upon presentation to the Superintendent of the Subpoena by which said professional employee is required to appear.

(c.) In the event that the days stated are not enough, the Superintendent may grant approval to extend said absence without loss of pay or benefits.

4. Any professional employee shall be granted a legal leave without loss of pay, benefits, and/or seniority on the day scheduled for the closing with regard to the purchase or sale of the employee's personal residence, or, in the event that the employee is appointed administrator/executor in the administration of an estate, on the day scheduled for audit of said estate.

#### D. PERSONAL LEAVE

Four (4) personal leave days shall be granted with no reason given, with no loss of salary, benefits or seniority. Notice must be given to the supervisor and/or superintendent at least two (2) days prior to the day of said leave. The Superintendent or his/her designee may waive notice. At the end of each fiscal year of this Agreement, said unused personal day shall be forfeited.

#### E. SICK LEAVE

Ten-month employees will receive ten (10) days per year and twelve-month employees will receive twelve (12) days per year. Employees may utilize up to ten (10) sick days per year to care for an ill or injured spouse, child or parent.

#### F. SICK LEAVE BANK

1. The Shaler Area School District shall establish a Sick Leave Bank to be administered by a Committee appointed by the Act 93 Employees. This committee shall consist of two Act 93 employees and one Central Office Administrator.
2. The Sick Leave Bank will only cover catastrophic/serious illness which has depleted an Act 93 employee's allocation of sick days.
3. This Sick Leave Bank is for Act 93 and Contracted District Employees only.
4. To be eligible to draw upon the Sick Leave Bank, the aforementioned employees must:
  - a. Have exhausted all of his/her accumulated sick leave days,
  - b. Be suffering from a serious, long term illness or disability which precludes his/her attending school; and
  - c. Present a physician's statement to the Sick Leave Bank Committee verifying the seriousness of the illness or disability and attesting to the employee's inability to return to work.

5. Employees receiving Worker's Compensation benefits due to work-related illness or disability shall not be eligible to request use of the Sick Leave Bank.
6. Upon application of an employee for Sick Leave Bank benefits and the presentation of a physician's verification, the Sick Leave Bank Committee shall review with the committee for approval. Once the decision has been made, it is final.
7. Once approved, the Superintendent or his/her designee will email/post a request to elicit support for the eligible employee to all of the schools and offices of the Shaler Area School District.
8. Any employee eligible to participate in the Sick Leave Bank may donate one day per posting of his/her accumulated sick leave days to the employee requesting time from the Sick Leave Bank.
9. Donations of sick leave shall be on a voluntary basis and must be made within ten (10) working days of the date of the email/posting. Upon receipt of the names of employees donating one day to the ill or disabled employee, the Director of Human Resources shall conduct a random drawing to determine the rank order in which the eligible employees shall donate one day of accumulated sick leave to the eligible ill or disabled employee.
10. Once it has been determined how many days the individual will need, that number of days will be assigned from the rank order list and all other forms will be returned back to the donating individuals whose donated days are not needed.
11. All donated sick leave days shall be subtracted from the donating employee's accumulated total sick days.
12. In the event more days are needed, and the request is approved by the Sick Leave Bank Committee, items 7-11 will be repeated.

#### **ARTICLE IV INSURANCE BENEFITS**

##### **A. MEDICAL BENEFITS**

###### **1. HEALTH INSURANCE**

a. Medical Allowance -- \$1,800 annually. Employees shall have the option of taking the annual medical allowance entitlement of \$1,800 in place of receiving District sponsored health insurance coverage. This incentive for not participating in the HMO will be provided through Internal Revenue Code (IRC) Section 125.

b. Medical Health Plan Employees will be provided with Allegheny County Health Insurance Consortium's EPO Plan Coverage that includes prescription coverage. For each employee who enrolls in the EPO program, the School District shall provide individual or family coverage and shall pay according to the following employee contribution table on a monthly basis:

School Year	Individual	Family, HW, Parent/Child
2018-19	\$72	\$140
2019-20	\$79	\$160
2020-21	\$89	\$185
2021-22	**	**
2022-23	**	**

\*\* Upon ratification of a successor Collective Bargaining Agreement with the Shaler Area Education Association, the Act 93 members will then pay the same rates as the teachers for the EPO program,

2. Vision Care -- The District, at its expense, shall provide each employee and family with full family eye care insurance.
3. Dental Insurance -- The District, at its expense, shall provide each employee with family dental insurance through the District's current plan.
4. Coverage During Leave of Absence -- All life insurance, medical, vision, and dental insurance programs in effect shall be continued during approved sabbatical leave for restoration of health or an approved leave of absence for professional development. Said coverage shall not be offered for any other approved leave of absence but may be purchased at the employee's full cost.

**B. LIFE INSURANCE**

1. Non-Contributory -- The District shall provide the employee with non-contributory life insurance in the amount of Fifty Thousand Dollars (\$50,000). Upon retirement, non-contributory insurance shall be reduced to Five Thousand Dollars (\$5,000). An additional One Thousand Five Hundred Dollars (\$1,500) shall be paid to the legal representative of the employee if death occurs while in active service with the school district. In order to be eligible, each retiree must have a minimum of ten (10) years of service within the Shaler Area School District or have reached the age of 65 and present proof of receiving retirement benefits under the Pennsylvania State Employees Retirement System.

Additional Insurance at Employee's Cost – The employee may purchase supplemental life insurance at group rates in increments of \$5,000, with limits between \$5,000 and \$300,000. The total cost shall be borne by the individual employee. If an employee wishes to increase their amount of coverage, they may be required by the insurance company to provide evidence of insurability.

**ARTICLE V VACATION BENEFIT**

Paid vacation is considered to be part of the employee's compensation and should be used during the fiscal year it is earned. The fiscal year shall be defined as July 1st to June 30th. Employees hired after July 1st shall receive a prorated share of their vacation entitlement during the first year of employment.

Employees leaving the district after July 1st, but prior to June 30th, shall receive a prorated share of the vacation year that they served.

Employees who are granted a leave of absence shall receive a prorated share of their vacation based upon the portion of the fiscal year that they are not on leave. If the employee is on leave for entire fiscal year (7/1 - 6/30), there shall be no vacation entitlement during that year. Administrators will receive vacation entitlement according to the following schedule:

<u>YEAR(S)</u>	<u>DAYS</u>
Year 1	10 days
Year 2 & beyond	20 days

New members of the Act 93 Employee Group who have worked for the district in another capacity for more than one year shall receive 20 days as if they are a Year 2 and beyond Act 93 Employee.

Members of the administrative group included under this agreement who work a 10-month year are not eligible for vacation benefits.

#### Future Carry-over Vacation Days

Unused vacation days will be lost forever, except as stated herein. The maximum allowable carry-over days is five (5) and is not cumulative. Carry-over of up to five (5) non-cumulative days must be used by December 31<sup>st</sup> of that year. The employee will not be permitted to carry over any vacation into retirement.

Administrators who have direct contact with students are strongly encouraged to take vacation time during the days school is not in session. Additionally, no vacation will be granted to administrators one week prior to the start and end of each school year and two weeks after the start of each school year.

### **ARTICLE VI HOLIDAYS**

#### 12-Month Administrators' Holiday Schedule

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday
- Memorial Day
- Day after Christmas
- (1) District Designated Holiday

#### Three Additional Holidays

Employees have the ability to designate 3 additional floating holidays to take on their choice of days when students and teaching staff are not in session.

Members of the administrative group included under this agreement who work a 10-month year are not eligible for holidays during non-working periods.

## 10-Month Administrators

Ten-month administrators shall work twenty (20) days more than teachers. Currently, that would constitute a 211-day work year. Ten-month administrators hired prior to 7/1/18 are grandfathered at a 200-workday year. Ten-month administrators will follow the student/teacher calendar adopted by the School Board annually plus the specified additional twenty (20) days.

## **ARTICLE VII PROFESSIONAL CONFERENCE DAYS**

Administrators are encouraged to remain current with educational issues, reforms, and trends. Budgetary constraints may limit conference attendance. However, whenever possible, attendance at conferences should occur on a three-year rotational basis, i.e., local conferences one year; state conferences one year; one national conference one year. If local conferences are more relevant in any given year, administrators are recommended to substitute local conferences for state or national. When district goals change, administrators may need to modify the rotation cycle to attend appropriate conferences.

It is imperative that administrators and the Superintendent meet and plan attendance at conferences to ensure that an appropriate number of administrators remain in the district for adequate coverage of assignments.

1. An employee may be free of his/her duties, without loss of pay to attend a professional conference, including conferences or conventions of state and national affiliate organizations, or participate in a professional experience.
2. An employee may apply for a day or days to participate in an educational conference that shall, in the opinion of the superintendent, be of such nature as to aid in the professional growth of the participating employee. Such determination as to the value of the conference will be made through the review of the conference schedule activities or through consultation with the employee as to the value and merits anticipated through attendance at such a conference. Factors to be considered in approving or disapproving attendance at an educational conference shall be (a) travel distance involved; (b) length of the conference; (c) number of school days lost by attending such a conference; (d) relevance of the conference by the assignment of the professional employee; (3) ability of the district to fund the expense.
3. Request for attendance at an educational conference shall be made in writing to the Superintendent. Each request submitted shall be made in writing by completing a conference request form, which must contain an estimate of the expenses involved. The Superintendent shall make final approval or disapproval.
4. A reply setting forth the disposition of the request shall be made in writing to the employee with a statement regarding the amount of expenses to be borne by the school District. Such expenses will be reimbursable upon the return of the employee and the submission of valid and verified statements of expenditures, including bills for lodging, meals, and other expenses to the conference.

## **ARTICLE VIII PROFESSIONAL DUES**

The District shall provide payment of dues for one national and one state membership annually for each employee covered under this agreement. The organization that they choose must be related to their

administrative assignment. Proper documentation is required before a purchase order is generated or before reimbursement is authorized. If the combined dues exceed \$900 specific written authorization must be granted by the Superintendent and reported to the Board.

#### **ARTICLE IX TUITION REIMBURSEMENT**

The District shall provide reimbursement of graduate or college-level credits taken in a pre-approved degree program relating to the administrator's assigned area. The reimbursement shall be at the current rate per credit at the University of Pittsburgh. Act 93 Employees must earn an "A" grade (or a P in a pass/fail) to receive reimbursement. Additionally, to receive reimbursement, no more than nine (9) credits will be considered in one fiscal year.

Act 93 Employees that received Tuition Reimbursement and voluntarily leave within 12 months of their reimbursement payment shall be subject to repaying the district 100% of their credit reimbursement that was received by the employee within the prior 12 months.

#### **ARTICLE X COMPENSATION**

Compensation shall be determined by the board of education at the time of initial employment and then subsequently determined by the terms of this Act 93 Agreement.

#### **ARTICLE XI LOSS REIMBURSEMENT**

- A. The Board shall reimburse employees for loss, damage, destruction of clothing or personal property while on duty in the school, on school premises, or on a school-sponsored activity, which results from an act of theft, vandalism or violence, or from an accident resulting from pupil activity during the conduct of the school program. Reimbursement is limited to a maximum of Three Hundred Fifty Dollars (\$350) per person per incident and covers only that portion which is not covered by personal insurance and will be paid upon submission of satisfactory proof of loss.
- B. Currency in excess of Fifty Dollars (\$50); jewelry, watches, and fur coats will not be covered under the theft provision.
- C. In order for an employee to make a claim for theft of personal property, said personal property must be reasonably connected to the performance of his or her professional duties and said employee must have exercised proper and reasonable custody and storage procedures.
- D. It will be the responsibility of the employee to record or register the personal property that is brought into the District. Record should be made by a memorandum to the business office.
- E. Employees shall be required to submit copies of a police report prior to submitting claims for loss reimbursement to motor vehicles.
- F. The employee shall reimburse the District for any funds paid by the District in the event the employee should recover his/her losses from the Crime Victims Fund or from the perpetrator.

**ARTICLE XII REIMBURSEMENT FOR TRAVEL**

Administrators will receive the maximum allowable under Internal Revenue Service guidelines. Submission of expense reports shall be made to the administrator's immediate supervisor for approval.

**ARTICLE XIII PAYROLL DEDUCTIONS**

United States Savings Bond Payroll deduction plan and a program of the Tax-Sheltered Annuities are available to district employees.

**ARTICLE XIV MANDATORY ADDITIONAL TRAINING**

When the District requires an administrator to receive additional training, the District shall either provide the required training or, with the approval of the Superintendent, bear the full cost of same.

**ARTICLE XV RETIREMENT BENEFITS**

A. The District shall permit retired employees of the District to be members of the District's current medical health plans provided, however, said employees give proof of receiving retirement benefits under the Pennsylvania State Employees' Retirement System. The cost of said program shall be borne by the individual. Coverage shall be discontinued in the event of death of the retiree or when he or she becomes eligible for Medicare or becomes fully employed by another employer or self-employed or is covered by the spouse's medical health plan employer during the term of his or her retirement.

B. Insurance at Retirement

Upon retirement, an employee may obtain life insurance up to a maximum of up to one (1) time the employee's salary, the cost to be borne by the individual based upon the actual step rate for retirees to be adjusted annually. The provision shall be applicable to those employees who retire following the adoption of this program. Once a commitment is made by the employee as to the extent of the coverage desired after retirement, the only change that an employee shall be permitted to make is to decrease coverage. In order to be eligible, each retiree must have a minimum of ten (10) years of service within the Shaler Area School District or have reached the age of 65 and present proof of receiving retirement benefits under the Pennsylvania State Employees Retirement System.

C. Pay for Unused Sick Leave

Paid upon retirement ten (10) years of service with the District. Payment shall be at the rate of \$50 per day up to a maximum of 200 days. Only sick days earned at Shaler Area will be considered. For example, if an administrator started at Shaler Area and a set number of sick days were allowed by the Board to transfer in, that number of days would be deducted from the number of days accumulated at the time of retirement.

D. All post-employment benefits, including but not limited to payment for unused sick leave, will be paid into an enhanced T.S.A. or 403(b) plan.

**ARTICLE XVI CRITICISM**

Criticism by a Board member of an administrator or by an administrator of a Board member shall be made in confidence and not in the presence of students, parents, or in public meetings.

**Appendix A**

**Act 93 Compensation Salary Targets  
Approved July 14, 2021**

<b>Title</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
Computer Technician	38,513.02	48,141.27	57,769.52
Computer Technician	38,513.02	48,141.27	57,769.52
Computer Technician	38,513.02	48,141.27	57,769.52
Communications Specialist	56,961.92	71,202.40	85,442.88
School Psychologist	64,196.00	80,245.00	96,294.00
School Psychologist	64,196.00	80,245.00	96,294.00
School Psychologist	64,196.00	80,245.00	96,294.00
Computer Network Administrator	62,804.02	78,505.02	94,206.02
Information Systems Specialist	62,804.02	78,505.02	94,206.02
Assistant Elementary School Principal	78,729.10	98,411.38	118,093.66
Assistant Elementary School Principal	78,729.10	98,411.38	118,093.66
Assistant Senior High School Principal	78,729.10	98,411.38	118,093.66
Assistant Senior High School Principal	78,729.10	98,411.38	118,093.66
Assistant Middle School Principal	78,729.10	98,411.38	118,093.66
Coordinator of Technology	75,690.60	94,613.25	113,535.90
Supervisor of Buildings and Grounds	74,188.48	92,735.60	111,282.72
Athletic Director	86,870.58	108,588.23	130,305.88
Primary Principal	91,079.38	113,849.23	136,619.08
Primary Principal	91,079.38	113,849.23	136,619.08
Primary Principal	91,079.38	113,849.23	136,619.08
Primary Principal	91,079.38	113,849.23	136,619.08
Elementary School Principal	91,079.38	113,849.23	136,619.08
Director of Student Services	93,861.60	117,327.00	140,792.40
Middle School Principal	96,301.23	120,376.54	144,451.85
Director of Business Affairs	98,820.48	123,525.60	148,230.72
High School Principal	102,228.74	127,785.93	153,343.12

**Appendix B**

**Shaler Area School District Act 93  
Goal Completion Bonus**

<b>Employee:</b>	<b>Position:</b>
<b>Evaluator:</b>	<b>Date:</b>

- *Employee completes sections in blue*
- *Evaluator completes sections in black*

Annual Goals

The administrator should set up to 2 measurable goals. In the box below, the administrator should describe the goal(s), explain how the goal(s) will be measured, and discuss the rationale behind the goal(s).

**Goal(s) Description:**

**Measurement:**

**Rationale:**

**Mid-Year Progress:**

**End of Year Reflection:**

**Evaluation of Employee Goals**

**Goal 1**

Stated Goal:
Evaluator Review:
Percentage of Goal Completion: _____%

**Goal 2**

Stated Goal:
Evaluator Review:
Percentage of Goal Completion: _____%

***Employee Self-Assessment of Job Performance***

The Act 93 Employee will write a self-evaluative narrative of job performance based on job description and other pertinent indicators of performance

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**Evaluator Review of Job Performance**

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<b>Employee's Signature</b>	Date:
<b>Appraiser's Signature</b>	Date:
<b>Reviewing Administrator's Signature</b>	Date: