

CHARTIERS VALLEY ADMINISTRATIVE/SUPERVISORY EVALUATION AND COMPENSATION PLAN

July 1, 2019 to June 30, 2024
Approved by the Board June



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Purpose: The purpose of this Plan is twofold:

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, 2019 and expires June 30, 2024.

Definition of Act 93 Employees: The term "Act 93 Employees" shall include positions in three (3) classifications as defined below for the purpose of this Plan. Positions listed in each classifications may be altered, added, or deleted at the sole discretion of the superintendent:

1. Group I: Building Based Leader

- a. Principals (High/Middle/Intermediate/Primary Schools)
- b. Assistant Principals (High/Middle/Intermediate/Primary Schools)

2. Group II:

- a. Department Directors/Managers

3. Group III:

- a. Curriculum Leaders
- b. At-Large Employees (child accounting coordinator)

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.

Group 1 - Building Based Leader

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 the Pennsylvania Principal Effectiveness System in Act 82 of 2012. The evaluation process shall comply with state guidelines for the Principal Effectiveness System and any amendments to such model.

Principal Effectiveness Evaluation Process:

1. Principal Effectiveness Evaluator Assessment Rubric:

- a. Observation and evidence – 50%
 - i. Evaluator Assessment enables the supervisor to examine the strengths and areas of needed improvement for those whom they supervise.
 1. Employee Self – Assessment will be a valuable exercise to assist in the completion of the Observation and Evidence Score.
- b. Building Level Data – 15%
 - i. Is defined by the School Performance Profile
- c. Correlation Between Teacher PVAAS scores and Danielson Rating – 15%
 - i. Is defined by the PVAAS and growth correlation score
- d. Elective Data – 20%
 - i. Shall include a portfolio of evidence and written assessment that details successful completion of all areas of the employee’s job description.
 - ii. At the option of the employee, Building-Based Leaders, with input and approval from the supervisor and Superintendent, may establish up to four (4) goals.
 1. The appraiser and employee should examine the district’s goals outlined in the District’s Professional Development and Strategic Plans and the Mission and Vision of the District, as well as the Employee’s individual job performance.
 - a. Establishment of goals will be voluntary on the part of the employee, and if the employee chooses not to establish goals, this will not impact the appraiser’s evaluation of the employee in any manner.
 - b. Should such goals be established, the goals will be initiated by the appraiser in consultation with the employee during the goal-setting meeting 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.
 - c. 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.
 - d. 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.

2. Performance Rating Scale:

- a. **Ratings:** The Educator Effectiveness Act of 2012 includes the use of School Performance Profile Data (SPP) and Correlation Data Based on Teacher Level Measure (PVAAS) to evaluate Principals. This data will not be available until the subsequent October; therefore, Building Based Leaders shall be issued a

provisional rating by June 30 of each school year. Final ratings shall be issued to Building Based Leaders after SPP and PVAAS Correlation data is applied to the provisional ratings. The Final Ratings shall be shared with the individual employees prior to the School Board and will be presented to the Board for necessary action by December 30.

b. Provisional and Final Ratings Criteria:

- i. Proficient – Performance shows attainment of position description areas of responsibility and overall demonstration of leadership and management skills and performance that meets the high standards of the Chartiers Valley School District as demonstrated in the evaluation process. A rating of Proficient demonstrates the educator has met the expectations of achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012.
- ii. Needs Improvement – Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of deficiencies and is motivated to improve. A rating of Satisfactory – Needs Improvement demonstrates the educator has not met the expectations of achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012.
- iii. Unsatisfactory (Failing) – 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 judgment in meeting school district expectations. A rating of Unsatisfactory demonstrates the educator has serious deficiencies and is failing in their impact on achievement and effective leadership.

3. Salary:

- a. A salary range shall be established by the district for each position. For this agreement, this range was based upon the 2018-19 salaries of similar positions in the schools in Allegheny County as defined by the Allegheny Intermediate Unit. This Range shall be in effect for the length of this agreement and shall establish a minimum salary, a target salary, and a salary cap (maximum salary). NOTE – Any employee whose salary reaches the cap shall not receive compensation beyond the cap without authorization of the Board of Education.
- b. A new employee may be placed within that range dependent upon experience, education or other desirable attributes at the sole discretion of the Superintendent and subject to School Board approval.

Position	Minimum	Target	Salary Cap
Elementary Principal	\$88,000	\$100,000	\$115,000
Elementary Assistant Principal	\$68,000	\$78,000	\$89,700
Middle School Principal	\$90,000	\$105,000	\$120,750
Middle School Assistant Principal	\$69,000	\$83,000	\$95,450
High School Principal	\$93,000	\$115,000	\$128,250
High School Assistant Principal	\$70,000	\$83,000	\$95,450

c. Salary Increase and Ratings:

- i. Annual Salary Increases – Employees shall receive an annual salary increase based on their prior year evaluation in accordance with the table below. Because Final Ratings cannot be calculated until after SPP and PVAAS correlation data is available in or around October of the subsequent year, employees shall initially receive a provisional rating salary increase based on their Provisional Rating, with final salary adjustments, where necessary, to be made following the issuance of the Final Rating. In no event may an employee receive an overall salary increase in excess of the percentage set forth on the table below.
- ii. Provisional Rating Salary Increase – Employees shall receive a salary increase based on their

Provisional Rating in accordance with the table below. . All provisional rating salary increases are subject to adjustment upon issuance of the final rating.

- iii. Final Rating Salary Increase Adjustment - Once the district has received and applied the School Performance Profile and the Correlation Data Based on Teacher Level Measure, Building Based Leaders shall receive their Final Rating for the previous school year. A Final Salary Adjustment, if warranted, shall take effect following the issuance of the Final Rating such that the employee's overall salary increase, if any, is consistent with the table set forth below. In the event that the employee's Final Rating is lower than his or her Provisional Rating, the employee's salary increase, if any, shall be adjusted downward in accordance with the table below and the employee shall refund to the District, within three (3) months following the date of the Final Rating, the amount of the excess salary increase that such employee received based on his or her Provisional Rating having been higher than his or her Final Rating.

	Below Target	At Target to 100%	Cap or Above
Proficient	2.50%	2.00%	Salary Freeze
Needs Improvement	1.50%	0.75%	Salary Freeze
Unsatisfactory	Salary Freeze	Salary Freeze	Salary Freeze

d. Goal Completion Stipend:

- i. Should an employee successfully meet a goal based upon the pre-established criteria approved by the Superintendent, the following will be paid as a one-time stipend by June 30 of the school year:

Goal	Stipend Amount
Goal #1	Up to 0.5% of Salary from Previous School Year
Goal #2	Up to 0.5% of Salary from Previous School Year
Goal #3	Up to 0.5% of Salary from Previous School Year
Goal #4	Up to 0.5% of Salary from Previous School Year
Maximum Stipend Possible	2.0% of Salary from Previous School Year

4. Appeal of Evaluation:

- a. Employees who believe that their performance evaluation has been inaccurately assessed shall have an appeal first to the supervisor, next to the Superintendent, and finally to the Board. The Board will have the final decision on all appeals. Appeals must be initiated within a ten-day period of receipt of final evaluation.

5. Cycle of Evaluation and Goal Establishment for Building Based Leaders: The appraisal/compensation timeline will be as follows:

- July Provisional rating and Provisional salary adjustments go into effect.
- July Superintendent will establish District goals based on the District's Strategic Plan, Mission and Vision and to align with any federal, state or local initiative.
- August 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.

August 31	Supervisor submits the Act 93 Goal Achievement Form to the Superintendent for review and approval.
September	All employee goal achievement forms are presented to the School Board.
October	Final Rating from the previous school year is issued.
November	Final Salary Adjustments go into effect.
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 approval of the Superintendent.
May	The supervisor meets with the employee and the Provisional evaluation is completed.
June	Superintendent presents Provisional ratings and Provisional salary recommendations to Board for any necessary action. Goal bonuses shall be presented to the Board for action.

Group II – District Level Director/Manager

Performance Evaluation Criteria: The appraisal 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 in combination with the Pennsylvania School Performance Profile.

In addition, at the option of the employee, the appraiser, with input from the employee, may establish up to four (4) goals. The appraisal process involves the following steps:

1. Evaluator Assessment
2. Self-Assessment
3. Written assessment of successful completion of all areas of the employee's job description;
4. Interim progress meeting;
5. End-of-year appraisal.

The evaluator will use the elements listed under the Evaluation Criteria. Whenever an Employee is rated unsatisfactory or needs improvement, the evaluator will list areas of deficiency and develop an improvement plan.

A. Evaluation Criteria:

1. Evaluator Assessment
 - i. Evaluator Assessment enables the supervisor to examine the strengths and areas of needed improvement for those whom they supervise.
2. Self-Assessment
 - i. Self-assessment enables the employee to examine his/her strengths and to build on those strengths. In addition, it should enable the employee to identify specific areas that need to be improved and recommendations to address these areas.

- ii. The employee will develop and maintain a portfolio using the Artifacts and Evidence of performance. This portfolio will serve as a vehicle for demonstrating accomplishments and evaluate performance while illustrating areas of change and growth.
3. Position Description
- i. Employees will be responsible for meeting all expectations as listed in their position description. Position descriptions will be evaluated by the supervisor through a prescribed written summary.
4. Individual Goals
- i. The appraiser and employee should examine the district's goals outlined in the District's Professional Development and Strategic Plans and the Mission and Vision of the District, as well as the employee's individual job performance.
 - ii. From this review, the appraiser, with input from the employee, will determine up to four (4) goals to be accomplished during the school year. Establishment of goals will be voluntary on the part of the employee, and if the employee chooses not to establish goals, this will not impact the appraiser's evaluation of the employee in any manner.
 - iii. Should such goals be established, the goals will be initiated by the appraiser in consultation with the employee during the goal-setting meeting 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.
 - iv. 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.
 - v. 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.

B. Performance Rating Scale:

1. Proficient – Performance shows attainment of position description areas of responsibility and overall demonstration of leadership and management skills and performance that meets the high standards of the Chartiers Valley School District.
2. Needs Improvement – Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of deficiencies and is motivated to improve.
3. Unsatisfactory (Failing) – 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 judgment in meeting school district expectations.

C. Salary Determination:

1. A salary range shall be established by the district for each position. For this agreement, this range was based upon the 2018-2019 salaries of similar positions in Allegheny County as defined by the Allegheny Intermediate Unit. This range shall be in effect for the length of this agreement and shall establish a minimum salary, a target salary, and a salary cap (maximum salary).
2. A new employee will be placed within that range dependent upon experience, education or other desirable attributes at the sole discretion of the Superintendent and subject to School Board approval.

D. Salary Range:

1. Each year's salary increase is determined in part by the evaluation rating using the formulas defined in the Salary Increase Formulas below. NOTE - Any employee whose salary reaches the salary cap shall not receive compensation beyond the cap without authorization of the Board of Education.

E. Salary Targets:

Position	Minimum	Target	Salary Cap
Director of Pupil Services	\$64,000	\$103,000	\$118,450
Director of Facilities	\$61,000	\$79,000	\$90,850
Director of Athletics	\$60,000	\$89,000	\$102,350
Director of Transportation	\$73,000	\$79,000	\$90,850
Director of Communications and Strategic Partnerships	\$52,000	\$64,000	\$73,600
Accounting Manager	\$52,000	\$75,000	\$86,250

F. Salary Increases:

July Salary Adjustments	Below Target	At Target to 100%	Cap or Above
Proficient	2.50%	2.00%	Salary Freeze
Needs Improvement	1.50%	0.75%	Salary Freeze
Unsatisfactory	Salary Freeze	Salary Freeze	Salary Freeze

G. Goal Completion Stipend

1. Should an employee successfully meet a goal based upon the pre-established criteria approved by the Superintendent, the following will be paid a one-time goal stipend by June 30 of the school year:

Goal	Stipend Amount
Goal #1	Up to 0.5% of Salary from Previous School Year
Goal #2	Up to 0.5% of Salary from Previous School Year
Goal #3	Up to 0.5% of Salary from Previous School Year
Goal #4	Up to 0.5% of Salary from Previous School Year
Maximum Stipend Possible	2.0% of Salary from Previous School Year

H. Appeal of Evaluation:

1. Employees who believe that their performance evaluation has been inaccurately assessed shall have an appeal first to the supervisor, next to the Superintendent, and finally to the Board. The Board will have the final decision on all appeals. Appeals must be initiated within a ten-day period of receipt of final evaluation.

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

- July Salary adjustments go into effect.
- July Superintendent will establish District goals based on the District's Strategic Plan, Mission and Vision and to align with any federal, state or local initiative.

August	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.
August 31	Supervisor submits the Act 93 Goal Achievement Form to the Superintendent for review and approval.
September	All employee goal achievement forms, where applicable, are presented to the School Board.
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 approval of the Superintendent.
May	The supervisor meets with the employee and the final evaluation is completed.
June	Superintendent presents ratings and salary recommendations to Board for any necessary action.

Group III: Curriculum Leaders/At-Large

The following salary provisions shall be applicable only to Act 93 Group III Employees.

Performance Evaluation Criteria: The appraisal 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 in combination with the Pennsylvania School Performance Profile.

In addition, at the option of the employee, the appraiser, with input from the employee, may establish up to four (4) goals. The appraisal process involves the following steps:

1. Evaluator Assessment
2. Self-Assessment
3. Written assessment of successful completion of all areas of the employee's job description;
4. Interim progress meeting;
5. End-of-year appraisal.

The evaluator will use the elements listed under the Evaluation Criteria. Whenever an Employee is rated unsatisfactory or needs improvement, the evaluator will list areas of deficiency and develop an improvement plan.

A. Evaluation Criteria:

1. Evaluator Assessment
 - a. Evaluator Assessment enables the supervisor to examine the strengths and areas of needed improvement for those whom they supervise.
2. Self-Assessment
 - a. Self-assessment enables the employee to examine his/her strengths and to build on those strengths. In addition, it should enable the employee to identify specific areas that need to be improved and recommendations to address these areas.
 - b. The employee will develop and maintain a portfolio using the Artifacts and Evidence of performance. This portfolio will serve as a vehicle for demonstrating accomplishments and evaluate performance while illustrating areas of change and growth.

3. Position Description

- a. Employees will be responsible for meeting all expectations as listed in their position description. Position descriptions will be evaluated by the supervisor through a prescribed written summary.

B. Performance Rating Scale:

1. Proficient – Performance shows attainment of position description areas of responsibility and overall demonstration of leadership and management skills and performance that meets the high standards of the Chartiers Valley School District.
2. Needs Improvement – Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of deficiencies and is motivated to improve.
3. Unsatisfactory (Failing) – 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 judgment in meeting school district expectations.

C. Salary Determination and Range: At-Large Employees

1. Salary range shall be established by the district for each Act 93 At-Large position. The range shall establish a minimum salary and a salary cap (maximum salary). NOTE - Any employee whose salary reaches the salary cap shall not receive compensation beyond the cap without authorization of the School Board.
2. A new employee will be placed within that range dependent upon experience, education or other desirable attributes at the sole discretion of the Superintendent and subject to School Board approval.

D. Salary Determination and Range: Curriculum Leaders Who Teach at District:

1. Any Group III member who teaches at the District and/or was a member of the CVFT immediately prior to accepting a position as a Group III Curriculum Leader shall receive a salary in an amount equal to the salary of a classroom teacher in accordance with his/her continuing salary step and years of service that correspond to District teachers and members of the CVFT, Plus \$8,500.00 annually for the length of this contract.

E. Salary Determination and Range: Curriculum Leaders Who Did Not Teach at District:

1. Any Group III member who did not teach at the District and/or was not a member of the CVFT immediately prior to accepting an appointment as a Curriculum Leader shall receive a salary in an amount to be determined by the Superintendent and approved by the Board. If this group chooses to leave this agreement, said "CVFT" teachers will receive an annual increase % in accordance with the CVFT teachers' contract and accordance with individual salary steps subject to the Salary Range set forth in CVFT contract.

F. Salary Determination Range For At-Large Employees and For Curriculum Leaders Who Did Not Teach at District :

1. Each year's salary increase is determined in part by the evaluation rating using the formulas defined in the Salary Increase Formulas below. NOTE - Any employee whose salary reaches the salary cap shall not receive compensation beyond the cap without authorization of the School Board.

Position	Minimum	Target	Salary Cap
Child Accounting Coordinator	\$50,000	\$60,000	\$69,000
Coordinator of Technology Systems	40,000	52,000	69,000
Non Union Curriculum Leader (that was not CVSD teacher prior to hire)	\$42,000	\$85,000	\$115,000

G. Salary Increase Table For At-Large Employees:

July Salary Adjustments	Below Target	At Target to 100%	Cap or Above
Proficient	2.50%	2.00%	Salary Freeze
Needs Improvement	1.50%	0.75%	Salary Freeze
Unsatisfactory	Salary Freeze	Salary Freeze	Salary Freeze

H. Appeal of Evaluation:

1. Employees who believe that their performance evaluation has been inaccurately assessed shall have an appeal first to the supervisor, next to the Superintendent, and finally to the Board. The Board will have the final decision on all appeals. Appeals must be initiated within a ten-day period of receipt of final evaluation.

I. Miscellaneous Provisions - Group III Employees

1. **Supervisory Certification.** Group III members are not presently required to possess a Supervisory Certificate. However, the District Superintendent shall have the right at any time during the term of the Plan to require that each Group III member possess a Supervisory Certificate. In the event that the Superintendent requires that each Group III member possess a Supervisory Certificate, any incumbent Group III member who does not hold such a certificate at the time of the Superintendents determination to require such certificate shall be given, if permitted by applicable law, a specified period of time in which to obtain such certification. The applicable period of time shall be determined by the Superintendent. Any such incumbent Group III member who does not hold such a certificate at the time of the Superintendents determination shall be provided tuition reimbursement from the District to secure such certificate, with the amount of such tuition assistance to be determined by the District Superintendent and approved by the Board.
2. **Group III Member Who Teaches at District – Seniority.** Any Group III 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.
3. **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 Group III Member Who Teaches at District.** Any Group III 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 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 Group III Member Who Did Not Teach at District.** Any Group III 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 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.

J. Voluntary Resignation from Curriculum Leader Position:

- i. Voluntary Resignation for Group III Member Who Teaches at District. Any Group III 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 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 Group III 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 Group II 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.
- ii. Voluntary Resignation of Group III Member Who Did Not Teach at District. Any Group III 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.
- iii. After School Meetings. Group III members shall prepare for, attend and conduct after- school meetings with professional employees as required by the Superintendent.

Work Year, Vacation Days and Holidays:

Employee positions who were moved into a new group will receive the same benefits of their previous group as long as that person remains in that position. (Example: Director of Students Service from Group I to Group II will retain all benefits from Group I; Director of technology from Group II to Group III will retain the benefits from Group II)

1. Work Year:

- a. All Act 93 Group I, Group II and Group III At-Large employees will have a work year of 12 months/260 work days.
- b. All Act 93 Group III Curriculum Leader employees shall have a work year that is twenty (20) work days longer than the work year for District teachers as set forth in the Collective Bargaining Agreement between the District and the Chartiers Valley Federation of Teachers ("CVFT") as the same may be amended from time to time.
- c. Summer Hours - Employees may schedule their summer work weeks that incorporate 1 workday from home as long as the workweek equals 40 hours per week during the months of June, July, and August as long as the day home does not conflict with student days or teacher workdays. A schedule must be established prior to May 1 of each year and must have the approval of the Superintendent.

2. Vacation Days:

- a. Group I, Group II and Group III At-Large Employees Only
 - i. All Vacation requests must have prior approval by the employee's supervisor.
- b. Group I, Group II and Group III At-Large Employees:
 - i. Twenty (20) vacation days.
- c. Group III Curriculum Leaders
 - i. Shall not receive any vacation days.
- d. Vacation Scheduling/Eligibility

- i. Group I, Group II and Group III At-Large only
 - 1. Employees will earn twenty (20) vacation days per year to use after July 1 of the succeeding year. Vacation time shall be prorated for new employees who have not completed a full year of service on July 1. *July 31 Per SCOTT*
 - 2. In the event vacation days are not used by June 30, the employee may choose to be paid \$125 per unused vacation day up to a maximum of five (5) days. All other unused vacation days will be converted to sick leave.
 - 3. Vacation days may be taken at any time with the approval of the immediate supervisor and the Superintendent or designee.
 - 4. Upon separation, all unused and earned vacation days shall be compensated at the employees per diem rate (annual salary/260 = per diem rate)

3. Holidays – Group I, Group II and Group III At-Large Employees Only

- a. Act 93 Group I, Group II and Group III At-Large employees will receive, and be paid for, all recognized and scheduled holidays, including days surrounding such holidays to create holiday “breaks” (Ex: Christmas – New Year’s Break), as scheduled annually by the Board and noted on the District calendar.

- i. The following thirteen (13) paid holidays are:

Independence Day	New Year’s Eve Day
Labor Day	New Year’s Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Flexible
Christmas Eve Day	Memorial Day
Christmas Day	School Picnic Day
Day after Christmas	

- b. Group I and Group II employees scheduled to work an approved holiday may, with the approval of the Superintendent, use that as a paid day off to be scheduled and taken by the employee at another time during the work year.

Fringe Benefits

1. Health Care Insurance - Group I, Group II and Group III At-Large employees only.

- a. All Act 93 Group I, Group II and Group III At-Large employees eligible for health care insurance shall be provided the Allegheny County Schools Health Insurance Consortium (ACSHIC) Blue Flex EPO plan. Any changes either made within the standard plan or in the standard Plan being offered by the ACSHIC trustees shall become the standard plan coverage defined by this section.
- b. An Act 93 Group I, Group II and Group III At-Large employee may choose an alternate Health Care Insurance Option as provided by the ACSHIC by paying the difference in the monthly premium between that plan and the ACSHIC Standard plan (currently the HMO) in addition to the required premium contribution.
- c. Where two employees otherwise entitled to separate health care coverage are, by reason of relationship, qualified to be covered as a spouse or dependent of one or another, the District obligation shall be only to provide coverage for one employee as the primary employee under each of the separate coverages. The person whose birth date occurs first in the calendar year shall be designated as primary.
- d. All Group I, Group II and Group III At-Large employees enrolled in health care shall pay, retroactive to July 1 of the year in question, the following monthly premiums:

For years 1-3:

Individual Coverage: 1.60% Gross Salary Earned

All Other Coverages: 2.0% Gross Salary Earned

For years 4-5:

Individual Coverage: 1.85% Gross Salary Earned

All Other Coverages: 2.25% Gross Salary Earned

- e. Gross Salary earned under this section shall include only the base salary amount earned under the attachments. Premium Contributions will be deducted on a monthly basis over twelve (12) equal installments.
 - f. The District retains the right to change providers for insurance coverage. Should the ACSHC, or a competitor, create a benefit design which costs less than the ACSHC Standard Plan II while being comparable in benefit and network, the District will adopt the alternative. Any saving derived by such a move shall be divided in the following proportions:
 - 33% To be retained by the District; and
 - 33% To be retained by the Act 93 Group I and Group II employees enrolled; and
 - 34% To be placed into a fund, the sole purpose of which is to defray future cost increased in Health Care Insurance costs.
- 2. Dental - Group I, Group II and Group III At-Large Employees Only**
- a. The Board shall provide, to all Act 93 Group I, Group II and Group III At-Large employees and at no cost to the employee, a Dental Care Insurance plan as offered by the ACSHC to include Basic Riders A, B, C and D for all full-time Group I and Group II employees and their dependents for the term of the agreement. Any changes either made within the standard plan or in the standard plan being offered by the ACSHC trustees shall become the standard plan coverage defined by this section.
- 3. Vision Insurance - Group I, Group II and Group III At-Large Employees Only**
- a. The Board shall provide, to all Act 93 Group I, Group II and Group III At-Large employees and at no cost to the employee, the ACSHC Standard Vision Plan for all active Act 93 Group I and Group II employees and their dependents. Any changes either made within the standard plan or in the standard plan being offered by the ACSHC trustees shall become the standard plan coverage defined by this section.
- 4. Multiple Coverages - Group I, Group II and Group III At-Large Employees Only**
- a. Where two employees otherwise entitled to separate health, dental and vision care coverage are, by means of relationship, qualified to be covered as a spouse or dependent of the other, the District's obligation shall be only to provide health, dental and vision care coverage for one employee as the primary employee under each of the separate coverages. The employees shall designate which employee shall be primary.
- 5. Life Insurance - Group I, Group II and Group III At-Large Employees Only**
- a. The District will provide coverage for the amount of \$50,000. The employee may purchase additional life insurance at three (3) times the base salary. Upon attainment of age 70, eligible life insurance will be reduced by 50%, provided the employee assumes responsibility for the premium and taxes due. A policy of \$50,000 will be provided any addition coverage will be at the cost to the employee.
- 6. Income Protection - Group I and Group II Employees Only**
- a. The Board shall provide each Act 93 Group I and Group II employee, at no cost to the employee, both short and long-term disability under the terms and conditions stated in the District's disability policy.
- 7. Health Insurance Buyout - Group I, Group II and Group III At-Large Employees Only**

- a. If any Act 93 Group I, Group II and Group III At-Large employee who is eligible for health care insurance coverage on a spouse's group insurance plan provided by an employer other than the District provides proof of such coverage and chooses not to utilize the District's health insurance coverage (opt-out), that Group I, Group II and Group III At-Large employee shall receive the following incentive:

Individual Coverage:	\$200.00 per month
Any other level of coverage:	\$250.00 per month

- b. Any Group I, Group II and Group III At-Large employee choosing to opt-out of the District's health insurance shall do so normally at the beginning of the school year (July 1). In the case of a qualifying event (loss of coverage, change in marital status, birth or adoption of a child, or other event recognized by the insurance carrier as a catastrophic or significant event), the employee may opt back into the coverage effective the month after such notice is received by the District. Group I and Group II employees who did not previously have coverage with the District will be eligible to opt-out only at the Individual Coverage Rate. These employees who are covered as defined by IX – A - 2 shall not be eligible to claim health insurance buy out. These employees who opt-out of the District's health care insurance will retain the right to participate in the District's dental and vision plan if they so choose.

8. Insurance Benefits - Group III Curriculum Coordinators Only

- a. Group III members shall receive the same insurance protections and insurance benefits, under the same terms and conditions, as are provided to District teachers who are members of the CVFT under the applicable Collective Bargaining Agreement between the District and the CVFT, as the same may be amended from time to time.

Paid Leave

1. Bereavement Leave - Group I, Group II and Group III At-Large Employees Only

- a. In case of death in the immediate family, Act 93 Group I, Group II and Group III At-Large employees may be allowed up to five (5) days leave with full pay. These days must be consecutive, and a non-working day shall count against the five (5) days herein mentioned. In such case, no pay shall be allowed for such non-working day(s). Members of the immediate family shall be defined as father, mother, brother, sister, son, son-in-law, daughter, daughter-in-law, husband, wife, parent-in-law, grandchild, near relative who resides in the same household, or any person with whom the employee has made his/her home.
- b. In case of death of near relative, a leave of absence with pay for the day of the funeral is authorized. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

2. Personal - Group I, Group II and Group III At-Large Employees Only

- a. Each Act 93 Group I, Group II and Group III At-Large employee shall be entitled to three (3) personal days per fiscal year (July 1 – June 30) at no loss of pay. All personal days not used shall be converted to sick days effective July 1st of the succeeding fiscal year. To receive the full allotment of personal days, employees must be on the payroll by July 1st. Employees who begin work after July 1st will have their personal days prorated for the year in which they are hired.

3. Sick Leave - Group I, Group II and Group III At-Large Employees Only

- a. All Act 93 Group I, Group II and Group III At-Large employees shall be allotted twelve (12) days of annual sick leave with pay. All unused sick days shall be accumulated. Sick day allotments renew each fiscal year on July 1st. To receive the full allotment of sick days, employees must be on the payroll by July 1st. Employees who begin work after July 1st will have their sick days prorated for the year in which they are hired. Employees may use up to 4 sick days for family illnesses.

4. **Workers' Compensation - Group I, Group II and Group III At-Large Employees Only**
 - a. If injury is incurred during the course of employment, the district will pay the difference between the Workers' Compensation benefit and the Group I and Group II employee's salary for up to one (10 year beginning with the first day the employee is off work for a work related injury. Sick leave may be used after the one year period but may not be used in conjunction with the Workers' Compensation benefit and salary differential paid out as described in this paragraph.
5. **Jury Duty - Group I, Group II and Group III At-Large Employees Only**
 - a. The District will compensate full salary whenever an Act 93 Group I and Group II employee is called for jury duty upon receipt of proof of service and remittance of all monies received by the employee from the court to the district.
6. **Military Leave - Group I, Group II and Group III At-Large Employees Only**
 - a. The District will at all times maintain a policy pertaining to and consistent with all federal and state requirements pertaining to military service.
7. **Family Medical Leave Act - Group I, Group II and Group III At-Large Employees Only**
 - a. The District will at all times maintain a policy pertaining to and consistent with all federal and state requirements pertaining to the Family Leave Act of 1993.
8. **Leaves of Absence - Group III Employees Only**
 - a. Group III employees shall be entitled to the same Leaves of Absence, under the same terms and conditions, as are provided to District teachers who are members of the CVFT under the applicable Collective Bargaining Agreement between the District and the CVFT, as the same may be amended from time to time.

Other Benefits

1. **Travel and Expenses - Group I, Group II and Group III At-Large Employees Only**
 - a. Act 93 Group I, Group II and Group III At-Large employees shall be reimbursed according to the District Travel Policy and Procedures.
2. **Tuition Reimbursement - Group I and Group II and Group III Employees**
 - a. Reimbursement Loan
 1. The Board shall reimburse, in the form of a loan, up to the current rate specified by the Point Park University Graduate Tuition Rate, for each Act 93 employee at an approved institution in a Masters or Doctorate program, credits/courses directly related to the employees' work. The tuition rate per credit in effect at the time the credits/courses are approved will be the rate used for reimbursement, forgiveness, and possible repayment.
 2. Pre-approval of the Superintendent is necessary before either enrollment or participation in a program is initiated; the number of credits/courses that may be scheduled per semester/year is unlimited. To be eligible for a reimbursement loan, all credits/courses for which the Group I, Group II and Group III employee seeks a reimbursement loan must be started and completed while the individual is employed by Chartiers Valley School District. To obtain reimbursement for any credits/courses, the Group I and Group II employee must obtain a grade of "B" or higher; credits/courses in which a grade lower than a "B" is achieved will be ineligible for reimbursement.
 - b. Reimbursement Loan Forgiveness
 1. Reimbursement loans provided to Act 93 employees for the cost of credits shall be forgiven on the following schedule:

20% forgiven after one (1) complete school year following receipt of the degree;
40% forgiven after two (2) complete school years following receipt of the degree;
60% forgiven after three (3) complete school years following receipt of the degree;
80% forgiven after four (4) complete school years following receipt of the degree;

- 100% forgiven after five (5) complete school years following receipt of the degree.
2. "Receipt of Degree" refers to the month, day and year in which the degree was conferred. "School Year" is defined as that period beginning on a specific day in August/September and concluding on a specific day in June of the succeeding year. The school year in which receipt of degree occurs does not count toward loan forgiveness.
 3. Any Act 93 employee seeking reimbursement loans for the cost of credits shall execute a Promissory/Demand Note in the amount of the cumulative reimbursement loans to date in favor of the District as a condition of receipt of such reimbursement loan. Each note shall reflect the above referenced forgiveness schedule and state that the District shall not seek to collect unless the employee leaves the employ of the District prior to completion of five (5) full school years following the school year in which receipt of the degree occurred. Should the employee voluntarily terminate his/her employment relationship with the district before the completion of the five (5) school years, he/she shall owe the balance of the loan to the district per the schedule shown above. The final amount owed will be withheld from the employee's final paycheck(s). Any amount owed in excess of the amounts taken from the employee's final paycheck(s) shall be the responsibility of the employee to reimburse to the District per the requirements of the Promissory/Demand Note. Employees are required to submit, at the conclusion of each course, a valid transcript/report demonstrating that they have completed the course(s) for which they have sought reimbursement loans with a grade of "B" or higher.
 4. Any Act 93 employee who leaves the district prior to completion of the degree, does not continue in a degree program while remaining an employee, or who completes credits/courses that do not culminate in a degree, is not subject to the provisions of this section and must immediately pay back to the District the entire amount borrowed. The final amount owed will be withheld from the employee's final paycheck(s). Any amounts owed in excess of the amounts taken from the employee's final paycheck(s) shall be the responsibility of the employee to reimburse to the District per the requirements of the Promissory/Demand Note.
 5. If an Act 93 employee leaves Chartiers Valley School District in order to accept a position as an educational leader elsewhere, the remaining tuition reimbursement loan may be forgiven at the recommendation of the Superintendent with the approval from the Board of School Directors of the Chartiers Valley School District.
3. **Public Liability Insurance - Group I and Group II Employees Only**
 - a. All Act 93 Group I and Group II employees shall receive, at no cost to the employee, \$2,000,000 in public liability insurance for district-related legal expenses.
 4. **Annuity - Group I Employees Only (unless grandfathered in by Group Change from previous contract)**
 - a. All Act 93 Group I employees shall receive \$100 monthly allowance toward a paid up life insurance policy at retirement, a tax sheltered annuity, or a disability/long-term care policy.
 5. **Professional Organizations Dues - Group I, Group II and Group III At-Large Employees Only**
 - a. Group I, Group II and Group III at large employees will be entitled to up to \$600.00 per year paid to local, state, and national association that are directly related to job responsibilities and authorized by the employee's supervisor.
 6. **Tax Sheltered Programs - Group I Employees Only (unless grandfathered in by Group Change from previous contract)**
 - a. The District will provide, as permitted by the Internal Revenue Code, 410(a), 403(b)3, 403(b)7, and 457(b) plans, or such other such options as may from time to time become available to provide tax – sheltered savings options for Act 93 Group I, Group II and Group III At-Large employees as necessary to comply with IRS provisions.
 7. **Flexible Spending Accounts/Section 125 Plan - All Act 93 Employees**

- a. The District shall provide, as permitted by the Internal Revenue Code and at no cost to the Group I, Group II and Group III employee, an IRS Section 125 Plan to protect employee premium contributions, unreimbursed medical expenditures, child care appending accounts and other expenditures to the extent possible consistent with and subject to all applicable statutes and regulations as the same may be amended from time to time. **The cost of the 125 Plan shall be divided evenly between the participating employee and the District.**

Retirement Benefits

1. Retirement Severance - Group I and Group II Employees Only

- a. Administrators who retire from education after twenty five (25) years of service and who are At least 55 years of age, or who retire under a Pennsylvania School Employee's Retirement System (PSER) "30 and out" provision, shall be entitled to the following benefit provisions:

A rate of \$100.00 per day times the number of accumulated, unused sick days;

A rate of \$200.00 per year of service with the District

- 1. The combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$20,000; and The per diem rate for all accrued but unused vacation and personal days remaining in the vacation year in which retirement commences. The per diem rate shall be calculated as the individual's annual salary divided by the individual's specified work days in the work year (per Article VII). All the above retirement severance payments must be made through a 401 (a) Special Payment Plan.

- b. An employee eligible to retire under the Pennsylvania School Employees Retirement System (PSER), or any employee who voluntarily resigns after fifteen (15) years continuous service in the Chartiers Valley School District, shall be entitled to the following benefit provisions:

A rate of \$50.00 per day times the number of accumulated, unused sick days;

A rate of \$100.00 per year of service with the District.

- 1. The above combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$10,000; and The per diem rate for all accrued but unused vacation and personal days remaining in the vacation year in which retirement commences. The per diem rate shall be calculated as the individual's annual salary divided by the individual's annual salary divided by the individual's specified work days in the work year (per Article VII). All the above retirement severance payments must be made through an employer contribution 403 (b) Plan.

2. Retirement Healthcare Benefits - Group I and Group II Employees only

- a. ACT 93 Group I and Group II Administrators who retire from education after twenty-five (25) years of service and who are at least 55 years of age, or who retire under a Pennsylvania School Employees Retirement System (PSER) "30 and out" provision, shall be entitled to the following benefit provisions:

- 2. The retiree will receive an annual amount to be used for the purchase of retirement health care calculated based on the number of PSERS years of service the retiree had at the time of his or her retirement and the type of coverage needed. Specifically retirees shall receive \$400 for each year of service toward the purchase of family healthcare benefits; \$375 for each year of service toward the purchase of employee and spouse benefits; and \$120 for each year of service toward the purchase of individual healthcare benefits. Any health care premium costs above the District's annual contribution


amounts shall be the responsibility of the retiree or his/her surviving spouse. These benefits shall continue until the earlier of the following:

the retiree attains Medicare eligibility, or
the retiree becomes employed in a position which offers employer-paid health insurance benefits to the retiree. Retirees shall be obligated to report to the District the attainment of a post-retirement employment which affords the ability to receive employer paid health insurance benefits.

- b. For purposes of this section, fully employee-funded health insurance benefits eligibility does not trigger this requirement; however, the ability to purchase health insurance benefits through a cafeteria plan arrangement with the ability to elect cash or benefits would trigger this requirement.
 - c. Spouses of retirees eligible for either a state or federally funded medical care program at the time of the employee's retirement are not eligible for medical coverage under this plan.
 - d. Should a future plan permit a different carrier for medical coverage, the retiree or his/her surviving spouse will be enrolled in the new plan at a comparable level of coverage as applicable to the active Act 93 employees with similar coverage.
 - e. Failure on the part of the retiree to make his/her monthly payments by the 10th of each month shall be sufficient cause to terminate the medical coverage; an exception will be made when extenuating circumstances intervene.
 - f. Coverage for the retiree shall cease if the retiree becomes 1) gainfully employed and employer-paid benefits are available to the employee or 2) eligible for employer-paid coverage by way of spousal employment. Should the retiree lose coverage obtained under either condition specified herein, the retiree shall once again be eligible for the District provided benefits subject to approval and condition of the providers.
 - g. The retiree's life insurance shall continue at the level of coverage in effect as of the date of retirement until such time as it must either be discontinued by plan or the employee elects to continue such coverage as defined by the plan description. Accidental Death and Dismemberment discontinues upon retirement.
 - h. If any provision of this section is ruled to be illegal or discriminatory by a Federal, State, or Local Court or Federal or State Administrative Agency with decision or rule making authority, that section of the Agreement shall be deemed to be null and void. In the event that this section should be invalidated on ERISA, ADEA, or other grounds, the program shall be void from such date forward but without adverse impact on existing retiree beneficiaries. Further, in such event, the parties shall attempt to implement a substitute program free of the invalidating conditions(s).
- 3. Retirement Incentive - Group III Curriculum Leaders**
- a. Group III Curriculum Leaders members shall receive the same retirement incentive, under the same term and conditions, as are provided to District teachers who are members of the CVFT under the applicable Collective Bargaining Agreement between the District and the CVFT, as the same may be amended from time to time.

WITNESS the due execution on the dates set forth below.

CHARTIERS VALLEY SCHOOL DISTRICT



Mark Kuczinski, President
Board of School Directors

6/25/19

Date




Kimberly Borza, Secretary
Board of School Directors

6/25/19

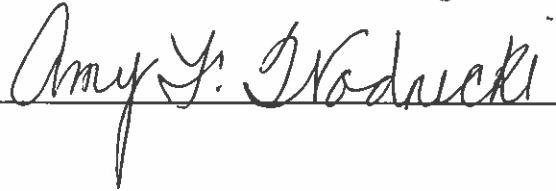
Date

Act 93 Group Representatives



8/7/19

Date



8/7/19

Date