

CHARTIERS VALLEY ADMINISTRATIVE/SUPERVISORY EVALUATION AND COMPENSATION PLAN

July 1, 2024 to June 30, 2030



PURPOSE

TERM

DEFINITION OF ACT 93 EMPLOYEES

- I. Evaluation Criteria
- II. Compensation and Salary

CURRICULUM LEADERS

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

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2. Health Insurance Buyout
3. Dental
4. Vision Insurance
5. Multiple Coverages
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8. Flexible Spending Accounts/Section 125 Plan
9. Insurance Benefits

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2. Retirement Healthcare Benefits
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OTHER BENEFITS

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2. Travel and Expenses
3. Tuition Reimbursement
4. Professional Organizations Dues

Purpose: The purpose of this Plan is:

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

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

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

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

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

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

PERFORMANCE REVIEW AND RATING

A. Components of an Individual's Performance Review

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

B. Performance Review

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

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

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

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

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

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

C. Annual Performance Rating

Satisfactory v. Unsatisfactory

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

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

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

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

Final Rating Values

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

1. Extenuating Circumstances

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

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

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

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

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

Performance Review Appeal

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

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

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

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

1. Performance Needing Improvement or Failing

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

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

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

Compensation and Salary:

Administrators will be compensated according to the job market value of their position and their performance on the job. The District will conduct regular compensation audits to evaluate the competitiveness of its salaries and salary ranges. The Act 93 Agreement may be revisited as requested. Position descriptions will be provided for each administrator and may be reviewed/revised as necessary.

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

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

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

Compensation adjustments will normally be awarded effective July 1st

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

- | | |
|----------|--|
| May | Supervisor meets with the employee and jointly determines annual performance criteria; annual goals and the criteria established for goal achievement, if applicable, will also be determined at this time, and the Act 93 Goal Achievement Form will be approved in preparation to submit to the Superintendent |
| June | Supervisor submits the Act 93 Goal Achievement Form to the Superintendent for review and approval. |
| July | Provisional rating and Provisional salary adjustments go into effect. |
| August | All employee goal achievement forms are presented to the School Board. |
| November | Final Rating from the previous school year is issued. |
| January | The supervisor meets with the employee for the mid-year performance review. Any change to established goals or establishment of additional goals must receive the approval of the Superintendent. |
| May | The supervisor meets with the employee and the Provisional evaluation is completed. |
| June | The Superintendent presents Provisional ratings and Provisional salary recommendations to the Board for any necessary action. Goal bonuses shall be presented to the Board for action. |
- i. In the evaluation cycle. Specific written criteria for assessment of goal completion will also be established at that time and recorded on the Act 93 Goal Achievement Form.
 - ii. The form will be signed by the employee and appraiser, and will be submitted to the Superintendent for final approval by August 31 of the school year. All Superintendent-approved goals / criteria will be presented to the School Board at a September School Board Meeting.
 - iii. Goals may be adjusted during the mid-year performance review, but any change to the established goals or additional goals must receive approval of the Superintendent. Written documentation of the accomplishment of goals will be recorded on the same form in May and approved by the appraiser during the end-of-year final evaluation meeting.

Miscellaneous Provisions

A. Curriculum Leaders

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

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

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

B. Voluntary Resignation from Position:

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

WITNESS the due execution on the dates set forth below.

CHARTIERS VALLEY SCHOOL DISTRICT



Darren Mariano, President
Board of School Directors

9/12/23

Date





Courtney M. Saxon, Secretary
Board of School Directors

9/12/23

Date

Act 93 Group Representatives





9/14/2023
Date

9/14/2023
Date

Appendix A: Act 93 Agreement July 1, 2024- June 30, 2030

Benefit	Paid By	Description
Health Insurance Premium Contribution (Medical, Dental, and Vision subject to change annually).	The District and the Employee	<p>The administrative contributions to premium expense will mirror those established through the collective bargaining process with the Chartiers Valley Federation of Teachers.</p> <p>The administrative contribution to the premium expense will be as the following: 2024-25- 9% of premium 2025-26-10% of premium 2026-27-11% of premium 2027-28-12% of premium 2028-2029 12% of premium 2029-2030 13% of premium</p> <p>*The health insurance premium contribution may be re-evaluated annually based on District costs and contributions and plan type.</p>
Health Insurance Buy-Out	District	Any employee who is eligible for health care insurance coverage on a a spouse’s/parent’s/partner’s group insurance plan that is provided by an employer other than the District, shall provide proof of such coverage and chooses not to utilize the District’s health insurance coverage, will be eligible for compensation totaling: \$450 per month
Medical Insurance	The District and the Employee	All Act 93 employees will be eligible for health care insurance provided by the Allegheny County Schools Health Consortium (ACSHIC).
Voluntary Physical	The District	<p>The District will pay up to \$100.00 in costs associated with a physical examination that exceed the coverages provided by the prevailing health care insurance. This is for examination of the administrators only according to the following frequency schedule: Age 39 and under - every three years Age 40-49 - every two years Age 50 and over - each year</p>
Dental Insurance	The District and the Employee	<p>The Board shall provide to all Act 93 employees a Dental Care Insurance plan as offered by the ACSHIC to include Basic Riders A, B, C and D for all Act 93 employees and their dependents for the term of the agreement. The employer and employee annual contributions will be the same as the percentages agreed upon for health insurance. 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.</p> <p>2024-25- 9% of premium 2025-26-10% of premium</p>

		<p>2026-27-11% of premium</p> <p>2027-28-11% of premium 2028-2029 12% of premium 2029-2030 13% of premium</p>
Vision Insurance	The District and the Employee	<p>the Board shall provide to all Act 93 employees a Vision Plan for all active Act 93 employees and their dependents. The employer and employee annual contributions will be the same as the percentages agreed upon for health insurance. 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.</p> <p>2024-25- 9% of premium 2025-26-10% of premium 2026-27-11% of premium 2027-28-11% of premium 2028-2029 12% of premium 2029-2030 13% of premium</p>
COBRA	The Employee	Under COBRA (Consolidated Budget Reconciliation Act of 1985), enacted by the federal Government in 1986, you and your covered dependents have the option of extending group health insurance coverage under certain conditions, in accordance with federal law.
Life Insurance	The District/Employee	The District will provide 50,000 for life insurance, at the employee's option and at the employee's cost, employee's life insurance at three (3) times the base salary.
Workers' Compensation	The District	If injury is incurred during the course of employment, the employee may apply for Workers Comp and the panel of physicians will decide eligibility.
Liability Insurance	The District	Act 93 employees shall receive, at no cost to the employee, \$2,000,000 in public liability insurance for district-related legal expenses.
Employee Assistance Program (EAP)	The District	<ul style="list-style-type: none"> • EAP services are available at no cost to the employee or dependents. • Coaching and Counseling (up to six) per concern, in person, by telephone or by video • 24/7 Phone Support • Referrals to Community Resources

Flexible Spending Accounts
(Health Care and
Dependent Care)

The Employee

The District shall provide, as permitted by the Internal Revenue Code, 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.

**WORK YEAR,VACATION
DAYS, HOLIDAYS**

DESCRIPTION

Work Year

District

Work Year: For those Act 93 Administrative employees whose work year is 12 months/260 workdays, the work year is defined as July 1 to June 30. Act 93 employees whose work year is less than 12 months/ 260 days, he/she shall follow the school calendar and schedule their additional workdays with their supervisor.

All Act 93 Curriculum leader employees shall have a work year of 190 days and follow the Chartiers Valley Federation of Teachers (CVFT) work calendar of 190 days.

Summer Hours - Employees may schedule their summer work weeks that incorporate 1 workday remotely (a.k.a. work from home) as long as the work week equals 40 hours per week during the months of June, July, and August and as long as the remote day does not conflict with student days or teacher workdays. Employees may also schedule to work four 10-hour days in the summer. A schedule must be established prior to June 1 of each year and must have the approval of the Superintendent. Remote days may be approved by the Superintendent as long as they do not interfere with requested and required in-person meetings; Parameters: remote work and 4/10's will be determined by the Superintendent based upon the school calendars.

Vacation Days (260-day
employees only)

The District

Employees will earn twenty (20) vacation days per year within 1-5 years of service to the district 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 31.

20 days =1-5 YOS (Years of Service)
21 days = 6 YOS
22 days=7 YOS
23 days= 8 YOS
24 days=9 YOS
25 days=10 YOS

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.

Vacation days may be taken at any time with the approval of the immediate supervisor and the Superintendent or designee. Upon retirement, all unused and earned vacation days shall be compensated at the employee's per diem rate (annual salary/260 = per diem rate) up to a maximum of 20 days.

Holidays	The District	<p>Act 93 will receive, and be paid for, all recognized and scheduled holidays, including days surrounding such holidays to create holiday "breaks" (Ex: Winter – New Year's Break), as scheduled annually by the Board and noted on the District calendar.</p> <p>If the District School Calendar only allocates 12 days, then a flex day will be offered. If 13 paid holidays are in the school calendar a flex day is not offered.</p> <p>The following paid holidays are:</p> <table><tr><td>Independence Day (260 only)</td><td>New Year's Eve Day</td></tr><tr><td>Labor Day</td><td>New Year's Day</td></tr><tr><td>Thanksgiving Day</td><td>Good Friday</td></tr><tr><td>Day after Thanksgiving</td><td>Flexible</td></tr><tr><td>Christmas Eve Day</td><td>Memorial Day</td></tr><tr><td>Christmas Day</td><td></td></tr><tr><td>Day after Christmas</td><td></td></tr></table> <p>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.</p>	Independence Day (260 only)	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		Day after Christmas	
Independence Day (260 only)	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																
Day after Christmas																

PAID LEAVE	PAID BY	DESCRIPTION
Personal Days	The District	<p>Each Act 93 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.</p>

Sick Days	The District	All Act 93 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 1 st . To receive the full allotment of sick days, employees must be on the payroll by July 1 st . Employees who begin work after July 1 st will have their sick days prorated for the year in which they are hired.
Family Medical Leave Act (FMLA) and Use of Sick Days	The District and the Employee	An employee who takes a bonafide Family and Medical Leave, in accordance with the federal Family and Medical Leave Act of 1993, as amended and provided that such leave is qualified by the District is eligible to use his/her accrued but unused sick days for the length or the Family and Medical Leave, not to exceed 12 weeks (counted in work days) – taken consecutive or intermittently in a rolling calendar year. 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.
Bereavement	The District	In case of death in the immediate family, Act 93 employees may be allowed up to nine (9) days leave with full pay. These days must be consecutive, and a non-working day shall count against the nine (9) days herein mentioned. In such a 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. In case of death of a 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
Military Leave (Temporary and Permanent)	The District	The District will at all times maintain a policy pertaining to and consistent with all federal and state requirements pertaining to military service.
Leaves of Absence	The District	Curriculum Leaders shall be entitled to the same Leaves of Absence, under the same terms and conditions, as are provided to the 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.
RETIREMENT BENEFITS	PAID BY	DESCRIPTION

Retiree Benefits

The District
and the
Employee

Retirement Severance - Act 93 Employees

Administrators who retire from education after twenty-five (25) years of service and who are at least 55 years of age and retire under the Pennsylvania School Employees Retirement System (PSERS) shall be entitled to the following benefit provisions:

A rate of \$150.00 per day times the number of accumulated CVSD only, unused sick days;

A rate of \$400.00 per year of service with the District

The combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$20,000.

The Act 93 employee shall be paid a 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 workdays in the work year.

All of the above retirement severance payments must be made through a 403(b) Plan.

An employee eligible to retire under the Pennsylvania School Employees Retirement System (PSERS), 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.

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 specified work days in the work year. All the above retirement severance payments must be made through an employer contribution 403(b) Plan.

Retirement Healthcare Benefits - Act 93 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) shall be entitled to the following benefit provisions:

The retiree will receive an annual amount to be used for the purchase of retirement healthcare 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.

Family	\$500 per year of PSERS services
Employee/Spouse	\$500 per year of PSERS services

Employee Children	\$500 per year of PSERS services
Employee Child	\$500 per year of PSERS services
Individual	\$250 per year of PSERS services

Any health care premium costs above the District's annual contribution amounts at the time of retirement shall be the responsibility of the retiree or his/her surviving dependent(s).

These benefits shall continue until the earlier of the following:

The retiree turns age 65 (which is the age 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.

Spouses age 65 or older are not eligible for the healthcare offering.

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.

Should a future plan permit a different carrier for medical coverage, the retiree or his/her surviving dependents will be enrolled in the new plan at a comparable level of coverage as applicable to the active Act 93 employees with similar coverage.

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.

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.

If any provision of this section is ruled to be illegal or discriminatory by a Federal, State, or Local Court or Federal or a 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 an event, the parties shall attempt to implement a substitute program free of the invalidating conditions(s).

Pennsylvania Public School Employees' Retirement System "PSERS"	The District and the Employee	<p>Retirement benefits are subject to the terms and conditions of the Pennsylvania Public School Employees' Retirement System and the % of District contribution is established by PDE annually.</p> <p>Example Salary: \$75,000 PSERS contribution Employee: 7.5% or \$5,625 PSERS contribution Employer/District: 34.00% or \$25,500</p>
OTHER BENEFITS	PAID BY	DESCRIPTION
403(b) Retirement Savings Account	The District and the Employee	<p>All Act 93 Administrative employees shall receive a \$100 monthly allowance and a 403(b) tax sheltered annuity.</p> <p>The District will provide, as permitted by the Internal Revenue Code a 403(b) employee payroll deferral option to provide tax – sheltered savings options for Act 93 employees as necessary to comply with IRS provisions.</p> <p>Contribution limits, including catch-up provisions, for 403(b) plans are subject to IRS Regulations.</p>
Mileage Reimbursement	The District	Annually established by the District in accordance with applicable Internal Revenue Service (IRS) regulations.

Graduate Tuition
Reimbursement

The District

Reimbursement Loan

The Board shall reimburse, in the form of a loan, up to the current program 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.

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 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 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.

Reimbursement Loan Forgiveness

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;
 - 60% forgiven after two (2) complete school years following receipt of the degree;
 - 100% forgiven after three (3) complete school years following receipt of the degree;
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“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 July 1 and June 30 of the succeeding year. The school year in which receipt of degree occurs does not count toward loan forgiveness.

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 three (3) 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 three (3) 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.

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.

Professional Membership

The District

Act 93 employees will be entitled to up to \$600.00 per year paid to local, state, and national associations that are directly related to job responsibilities and authorized by the employee’s supervisor. Building and Department Budgets must budget for this benefit.
