

**EMPLOYMENT AGREEMENT**  
**Between**  
**THE WEST CHESTER AREA SCHOOL DISTRICT**  
**And**  
**DR. KALIA REYNOLDS**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 29<sup>th</sup> day of May, 2024, by and between the WEST CHESTER AREA SCHOOL DISTRICT (the “School District”) with offices located at 782 Springdale Drive, Exton, Pennsylvania, 19341 and KALIA REYNOLDS), (hereinafter “Dr. Reynolds” or “Deputy Superintendent/Chief Academic Officer”).

**WHEREAS**, Dr. Reynolds was appointed as Assistant Superintendent by virtue of a Board action and entry into an Employment Agreement between the School District and Dr. Reynolds dated July 26, 2021 (hereinafter referred to as Original Employment Agreement;

**WHEREAS**, on January 23, 2023 the School District entered into Amendment No. 1 to the Original Employment Agreement to provide for terms and provisions applicable for Dr. Reynolds acting into capacity as Substitute or Acting Superintendent as the result of the unexpected medical leave of Dr. Robert Sokolowski, former Superintendent of Schools (herein Amendment to Original Employment Agreement);

**WHEREAS**, the Amendment to the Original Employment Agreement became technically moot as the result of the School District engaging Dr. David E. Christopher as Superintendent of Schools by virtue of an Agreement dated September 26, 2023;

**WHEREAS**, as the result of the foregoing, on or about January 1, 2024, Dr. Reynolds became subject once again to the Original Employment Agreement that was slated to expire on June 30, 2026;

**WHEREAS**, as the result of an administrative reorganization proposed by current Superintendent Dr. David E. Christopher and with the concurrence of the West Chester Area School District Board of School Directors, Dr. Reynolds’ job description was to be modified from being Assistant Superintendent of the School District to Deputy Superintendent/Chief Academic Officer at the District carrying with it a new job description;

**WHEREAS**, as a result of the foregoing, the parties mutually agree that pursuant to Section E(4), below, this Agreement supersedes Dr. Reynolds’ Original Employment Agreement and applies as Dr. Reynolds’ new Employment Agreement for the newly created role of Deputy Superintendent/Chief Academic Officer of the School District;

**WHEREAS**, the District at a regularly scheduled meeting, duly and properly called as of the 29<sup>th</sup> day of May, 2024, upon nomination of the Superintendent, did hereby appoint Dr. Reynolds to the position of Deputy Superintendent/Chief Academic Officer of the School District in accordance with the provisions of Section 5-508, 10-1073, 10-1073.1, 10-1076, and 10-1077 of the Public School Code of 1949, as amended;

## **SECTION A. TERMS OF EMPLOYMENT**

1. **Employment and Term of Agreement.** This Agreement shall become effective on July 1, 2024, for a period of five (5) years ending on June 30, 2029.

(a) The School Board shall notify the Deputy Superintendent/Chief Academic Officer in writing by certified mail, no later than ninety (90) days.

(b) prior to the expiration date of this Agreement of the School Boards intent not to reappoint her. Should the Deputy Superintendent/Chief Academic Officer not be so notified, she shall be reappointed at the next regular board meeting following the ninety (90) day notification requirement for a term of one year, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the School Board and the Deputy Superintendent/Chief Academic Officer.

2. **Qualifications.** Dr. Reynolds covenants that she presently possesses, and will take all necessary action to continue to possess, all legal qualifications to serve as the Deputy Superintendent/Chief Academic Officer during the Term of this Agreement. The Deputy Superintendent/Chief Academic Officer shall obtain a valid or current commission from the Pennsylvania Department of Education.

3. **Duties of Employment and Professional Growth**

(a) Deputy Superintendent/Chief Academic Officer shall be responsible for performing the job duties contained in **Appendix "A,"** which is attached hereto and incorporated herein by reference. Deputy Superintendent/Chief Academic Officer agrees to perform her duties in a competent and professional manner, and in accordance with the terms of this Agreement, the applicable law, the School Code, and the Policies, Rules and Regulations adopted by the School Board for the government of the School District. The duties may be changed by the School Board or the Superintendent after furnishing Deputy Superintendent/Chief Academic Officer with the opportunity to provide input concerning such changes.

(b) The School Board encourages Deputy Superintendent/Chief Academic Officer to continue professional growth through participation in programs conducted or sponsored by school-related local, state and national organizations and associations; seminars offered by public or private institutions; informational meetings; and visits to other institutions and school entities. Subject to prior recommendation of and pre-approval in writing by the Superintendent, the School District shall: (1) permit a reasonable amount of time for Deputy Superintendent/Chief Academic Officer to attend to such events; and (2) pay for the reasonable fees for travel, registration and subsistence expenses upon presentation of satisfactory documentation of the same and in accordance with the procedures set forth by the School District.

(c) The Deputy Superintendent/Chief Academic Officer shall not have any financial interest, direct or indirect, in the sale to or the lease by the School District of any supplies, equipment or services.

4. **Compensation.**

(a) **Base Salary.** The School District agrees to pay to Deputy Superintendent/Chief Academic Officer a base salary at an annual rate of Two Hundred Forty-Five Thousand dollars (\$245,000.00) less legally required withholdings for the 2024-2025 school year. Salary for subsequent contract years under the Term of this Agreement shall be determined using the applicable provisions of the School District’s Act 93 agreement, as it exists at the time of entering into this Agreement (“Act 93 Agreement”). The School District Administrator Plan adopted pursuant to Section 11.1164 of the School Code (“Act 93 Plan”). A copy of the Act 93 Agreement is attached hereto as **Appendix “B”** and incorporated herein by reference. Subsequent amendments or changes to the Act 93 Plan shall have no effect on the Deputy Superintendent/Chief Academic Officer’s salary. Notwithstanding the foregoing, the School Board in its discretion may increase the Deputy Superintendent/Chief Academic Officer’s base salary consistent with market trends within its discretion. Any adjustment in compensation for the Deputy Superintendent/Chief Academic Officer is predicated upon the Deputy Superintendent/Chief Academic Officer achieving a proficient performance evaluation for the previous year.

(b) **Variable Rate Compensation.** Variable rate compensation for the 2024-2025 school year shall equal Eleven Thousand One Hundred Dollars (\$11,100.00). In each of the successive contract years during the Term, the increase in variable rate compensation pool of funds shall be adjusted based on the Deputy Superintendent/Chief Academic Officer’s salary adjustment under the Act 93 Plan. The variable rate compensation shall not be cumulative; however the increase in the variable rate compensation shall be cumulative. The variable rate compensation shall be paid, if authorized by the Superintendent, on an annual basis after completion of Deputy Superintendent/Chief Academic Officer’s annual performance review. The variable rate compensation paid to Deputy Superintendent/Chief Academic Officer shall be authorized by the Superintendent based on the performance of goals as determined by the Superintendent. The variable rate compensation is intended by the School District to qualify as regular compensation for purposes of the Public School Employees Retirement System (“PSERS”). Deputy Superintendent/Chief Academic Officer shall have no right to receive additional compensation available under the Act 93 Plan, including but not limited to compensation in the form of a Performance Goals Merit Bonus.

The variable increase shall be awarded based on the following performance assessment rating:

Rate of Performance Incentive Compensation	Performance Rating Achieved
100%	Exemplary (3.0 - 4.0)
75%	Proficient (2.5 - 2.9)
50%	Proficient (2.0 - 2.4)
25%	Progressing (1.0 - 1.9)
0%	Not meeting standards (Below 1.0)

5. **Benefits**

(a) **Benefits under Act 93 Plan.** Deputy Superintendent/Chief Academic Officer shall be eligible for all benefits (excluding compensation adjustments) provided under the

Act 93 Plan, except as otherwise expressly provided herein. Under no circumstances shall the Deputy Superintendent/Chief Academic Officer be eligible for duplicative benefits. To the extent that there is any inconsistency or conflict between the benefits in this Agreement and the benefits provided to any other District Administrator under the Act 93 Plan, the Deputy Superintendent/Chief Academic Officer shall receive the benefit or the benefit restrictions established in this Agreement. To the extent that a benefit is not mentioned in this Agreement that is contained in the Act 93 Plan, other than an early retirement incentive plan, salary adjustment or a similar type of modification, Dr. Reynolds will be entitled to receive such benefit as part of her benefits package. It is understood, however, that the Act 93 Plan may be amended or modified by the District during the Term of this Agreement. Nothing contained herein shall preclude the School District from providing additional benefits to the Deputy Superintendent/Chief Academic Officer as may be agreed to by the Parties.

(i) Subsequent amendments or changes to the Act 93 Agreement during the Term of this Agreement shall not impact or change the benefits and compensation to be paid to Deputy Superintendent/Chief Academic Officer under the terms of this Agreement.

(b) **Benefits Prescribed by Law.** The School District shall provide Deputy Superintendent/Chief Academic Officer all benefits required by the School Code and any applicable law to be paid or provided.

## **SECTION B. BENEFITS PROVISIONS**

1. **Vacation Leave.** The Deputy Superintendent/Chief Academic Officer shall be credited with thirty (30) paid vacation days each school year, which shall be credited in full on July 1, 2024, and July 1 of every subsequent year of this Agreement. Unused vacation days shall be carried over from school year to school year, provided that the combined balance of available vacation days shall not exceed thirty-five (35) days on July 1 of any year of this Agreement. The Deputy Superintendent/Chief Academic Officer shall be permitted to use vacation days at any time when school is not in session. When school is in session, the Deputy Superintendent/Chief Academic Officer may use vacation days only with prior written approval of the Superintendent.

(a) To the extent unused vacation days cannot be carried over in any school year without exceeding the maximum limit of thirty-five (35) available days, the School District shall make a non-elective contribution to Deputy Superintendent/Chief Academic Officer's 403(b) plan in an amount equal to Deputy Superintendent/Chief Academic Officer's then current per diem rate of pay for each excess unused vacation day, up to a maximum of fifteen (15) days. To the extent such contribution, when aggregated with other contributions for the year would exceed the maximum permitted by law, the excess shall be contributed in the subsequent year or years, subject to all restrictions imposed by law. Deputy Superintendent/Chief Academic Officer's "per diem rate of pay," as the term is used throughout this Agreement, shall be calculated by dividing the Deputy Superintendent/Chief Academic Officer's then current annual salary by 240.

(b) Upon the termination of this Agreement, provided that the parties have not entered into another employment agreement and provided that this Agreement has not been terminated by the School District for cause, the School District shall make a non-elective contribution to Deputy Superintendent/Chief Academic Officer's 403(b) plan in an amount equal

to Deputy Superintendent/Chief Academic Officer's then current per diem rate of pay for each unused vacation day up to a maximum of thirty-five (35) days. To the extent such contribution, when aggregated with other contributions for the year would exceed the maximum permitted by law, the excess shall be contributed in the subsequent year or years, subject to all restrictions imposed by law. There is no cash option for such payment for unused vacation leave.

(c) In addition to vacation leave, the Deputy Superintendent/Chief Academic Officer shall receive, with full pay, all holidays available to twelve-month administrators covered under the School District's Act 93 Plan, so long she is employed, excepting, however, years where she is serving less than a full year when compensation and benefits are prorated.

2. **Bereavement Leave**. The Deputy Superintendent/Chief Academic Officer shall be permitted to take five (5) bereavement days annually. Bereavement leave shall not be taken unless authorized by the Superintendent.

3. **Sick Leave**. The Deputy Superintendent/Chief Academic Officer shall be entitled to of twelve (12) days of paid sick leave each school year of the Term and which shall be credited in full on July 1, 2024, and July 1 of every subsequent year of this Agreement. Unused sick days shall be cumulative without limit. The Deputy Superintendent/Chief Academic Officer shall notify the Superintendent when absent on sick leave.

4. **Medical, Prescription, Vision, and Dental Insurance**. The School District shall provide the Deputy Superintendent/Chief Academic Officer, her spouse, and eligible dependents medical insurance coverage and benefits, including, but not limited to, hospitalization, physician coverage, major medical, prescription drug, vision, and dental coverage, under the same terms and conditions as provided to School District administrators under the School District's Act 93 Plan and including contributions to a Health Savings Account or Health Retirement Account, if applicable. The Deputy Superintendent/Chief Academic Officer shall have the right, at her sole discretion, to select coverage under any of the plans offered by the School District to any School District administrator.

5. **Life Insurance**. The School District shall provide and pay the cost of a term life insurance policy in the amount equal to three (3) times the Deputy Superintendent/Chief Academic Officer's annual base salary rounded to the nearest hundred, plus Fifteen Thousand Dollars (\$15,000.00). The Deputy Superintendent/Chief Academic Officer shall have the sole right to determine the beneficiary of such policy.

6. **Transportation**. The School District shall reimburse the Deputy Superintendent/Chief Academic Officer for transportation expenses in accordance with the Internal Revenue Service's current mileage allowance for use of Deputy Superintendent/Chief Academic Officer's vehicle when used for transportation relating to the performance of her duties under this Agreement.

7. **Equipment**. The School District shall reimburse the Deputy Superintendent/Chief Academic Officer for the monthly cost of a telephone plan, not to exceed One-Hundred Dollars (\$100.00) per month, during the Term of this Agreement.

8. **Professional Development and Continuing Education.** The School District shall pay the full enrollment cost for all professional development courses and continuing education courses taken by the Deputy Superintendent/Chief Academic Officer during this Agreement; provided that such courses are approved in advance and in writing by the Superintendent and subject to repayment by the Deputy Superintendent/Chief Academic Officer for any course in which the Deputy Superintendent/Chief Academic Officer fails to receive a final passing grade or otherwise successfully complete.

9. **Professional Memberships.** Subject to Superintendent approval, the School District shall pay the cost of the Deputy Superintendent/Chief Academic Officer's annual membership to participate in professional associations including but not limited to, the American Association of School Administrators, the Pennsylvania Association of School Administrators, and the Association for Supervision and Curriculum Development. The School District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Deputy Superintendent/Chief Academic Officer to participate actively.

10. **Outside Engagements.** The Deputy Superintendent/Chief Academic Officer shall devote her full time, attention, energies, skills and labor to her employment with the School District during the Term of this Agreement; however, Deputy Superintendent/Chief Academic Officer may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services which are of a short-term duration as approved in writing by the Superintendent. The Deputy Superintendent/Chief Academic Officer shall not engage in professional services which will result in a conflict of interest with the performance of her duties under this Agreement.

11. **Retirement Benefits.** Provided the Deputy Superintendent/Chief Academic Officer permanently retires from the School District under the provision of PSERS, the Deputy Superintendent/Chief Academic Officer shall be entitled to the healthcare identified under the then current Act 93 Plan for seven years from the date of her retirement until her attainment of Medicare eligibility, whichever is earlier. Continued coverage shall be subject to payment of that share of premium clauses as paid by then current administrators. The Retirement Benefit shall not be available to the Deputy Superintendent/Chief Academic Officer in the event her employment with the District is terminated for cause pursuant to the School Code. This provision shall survive the termination of the Agreement.

12. **Longevity Incentive.** The School District shall make an annual payment to a tax shelter for the Deputy Superintendent/Chief Academic Officer under the following schedule so long as the Deputy Superintendent/Chief Academic Officer remains employed as of the date of the contribution. The Deputy Superintendent/Chief Academic Officer shall be eligible for a \$10,000.00 contribution on July 1, 2024; the Deputy Superintendent/Chief Academic Officer shall be eligible for a \$10,000.00 contribution on July 1, 2025; the Deputy Superintendent/Chief Academic Officer shall be eligible for a \$20,000.00 contribution on July 1, 2026; the Deputy Superintendent/Chief Academic Officer shall be eligible for a \$20,000 contribution on July 1, 2027; the Deputy Superintendent/Chief Academic Officer shall be eligible for a \$20,000 contribution on July 1, 2028 and the Deputy Superintendent/Chief Academic Officer shall be eligible for a \$20,000 contribution on June 30, 2029. For purposes of this Agreement, the

longevity incentive shall not be considered part of the Deputy Superintendent/Chief Academic Officer's annual salary.

13. **Salary Continuation for Extended Illness/Disability.** Eligibility for this benefit begins the first of the month coincident with or next following date of employment. The Deputy Superintendent/Chief Academic Officer shall receive sixty percent (60%) of her then-current salary up to \$6,000 total monthly income paid until age 65, after a 30-day elimination period or exhaustion of all accumulated sick banks, whichever is greater.

14. **Participation in the 457(b) Plan.** The District shall make an annual contribution into the District's 457(b) deferred compensation plan for the Deputy Superintendent/Chief Academic Officer as provided in the Act 93 Agreement but not less than 2.86% of annual salary.

15. **Tuition Reimbursement for Graduate Credits.** The Deputy Superintendent/Chief Academic Officer may receive reimbursement for graduate credits contingent on the pre-approval of graduate courses by the Superintendent and the following:

- (a) Courses must be completed with a grade of "B" or better
- (b) Costs per credit hour for graduate courses reimbursed at 100 percent up to \$640.00 per credit, subject to adjustments in the per credit rate recommended by the Superintendent and approved by the Board based on survey information.
- (c) No more than fifteen (15) credits may be taken during any school year, July 1 through June 30.

16. **Meetings, Conventions and Conferences.** The duties of the Deputy Superintendent/Chief Academic Officer require her presence at meetings, conventions, and conferences in order that she can maintain awareness of current education-related issues and information. The Deputy Superintendent/Chief Academic Officer shall have the right to attend regional, state and national meetings, conventions and conferences for the purpose of professional development upon approval of the Superintendent. The District considers the expenses involved in such activities to be directly related to her duties and appropriate for reimbursement. The Deputy Superintendent/Chief Academic Officer shall be reimbursed for all costs associated with such meetings, conventions and conferences including registration, travel, food and lodging in accordance with School District policies and procedures applicable to other District administrators.

17. **Holidays.** The Deputy Superintendent/Chief Academic Officer shall be entitled to 11 holidays each fiscal year; New Year's Day, Martin Luther King Commemorative; Lincoln-Washington Commemorative; Memorial Day, Good Friday, Juneteenth, Independence Day, Labor Day, Thanksgiving (2) and Christmas (2).

18. **Waiver of Right to Sabbatical Leave.** To the extent that Deputy Superintendent/Chief Academic Officer otherwise would be eligible for a sabbatical leave, Deputy Superintendent/Chief Academic Officer waives any and all rights to take a sabbatical leave, pursuant to the School Code, as amended.

19. **Signing Bonus.** On or before July 15, 2024, Dr. Reynolds will be paid a one-time \$7,500.00 signing bonus, less legally required withholdings, as compensation for unused provisions in her prior agreement. This bonus will not be considered part of Dr. Reynolds' base salary and will not be eligible for PSERS.

### **SECTION C. PERFORMANCE**

#### **1. Assessment of Performance**

(a) The School Board, through the Superintendent, shall evaluate in writing the performance of Deputy Superintendent/Chief Academic Officer once a year during the Term of this Agreement, no later than September 1st of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The objective performance standards set forth herein shall be used as the basis of the evaluation.

(b) The performance assessment shall be used for the following purposes:

(i) To strengthen the working relationship among the Board, the Superintendent and the Deputy Superintendent/Chief Academic Officer;

(ii) To evaluate performance consistent with job description responsibilities;

(iii) To discuss and establish goals and objective performance standards for the ensuing year; and

(iv) To establish the basis for possible increases in the base salary for the Deputy Superintendent/Chief Academic Officer or the receipt of any variable compensation.

(c) The School Board and Deputy Superintendent/Chief Academic Officer hereby agree to the objective performance standards attached hereto as **Appendix "C"** and incorporated herein by reference. The objective performance standards may be updated as necessary on or before October 1<sup>st</sup> of each school year of this Agreement or within thirty (30) days of the release of state assessment date, unless another date is mutually agreed upon by the parties. The School Board shall post the objective performance standards on the School District's website. The School Board shall annually post the date of the Deputy Superintendent/Chief Academic Officer's annual performance assessment and whether or not the Deputy Superintendent/Chief Academic Officer met the agreed upon objective performance standards.

### **SECTION D. TERMINATION OF EMPLOYMENT AGREEMENT**

1. **Termination of Agreement Prior to Expiration.** This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

(a) Deputy Superintendent/Chief Academic Officer shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the School Code. The School Board shall provide the opportunity for a hearing before the School Board or before a hearing officer designated by the School Board. Upon termination for cause, Deputy Superintendent/Chief Academic Officer shall be entitled only to



such salary and benefits which Deputy Superintendent/Chief Academic Officer had earned in accordance with this Agreement prior to the effective date of her termination.

(b) This Agreement may be unilaterally terminated without penalty by the resignation of Deputy Superintendent/Chief Academic Officer at any time, provided Deputy Superintendent/Chief Academic Officer gives the School Board at least ninety (90) days' written notice prior to the effective date of the resignation. Deputy Superintendent/Chief Academic Officer shall be entitled to all the salary and benefits to which Deputy Superintendent/Chief Academic Officer is entitled in accordance with this Agreement through the effective date of her resignation and termination of this Agreement and any applicable post-employment and retirement benefits provided for in this Agreement, contingent upon the provision of the ninety (90) days' written notice prior to the effective date of resignation. The School Board may in its sole discretion waive the notification period under this provision.

(c) This Agreement may be terminated by the written mutual written consent of the parties, in which case Deputy Superintendent/Chief Academic Officer shall be entitled to all the salary and benefits to which Deputy Superintendent/Chief Academic Officer is entitled in accordance with this Agreement through the effective date of termination of this Agreement, including any post-employment and retirement benefits as may be applicable and any additional amount mutually agreed upon by the School Board and Deputy Superintendent/Chief Academic Officer.

(d) This Agreement shall be terminated upon the death of the Deputy Superintendent/Chief Academic Officer, at which time, the District shall pay to the Deputy Superintendent/Chief Academic Officer's surviving spouse, or if no surviving spouse to the Deputy Superintendent/Chief Academic Officer's estate and/or heirs all of the salary and benefits the Deputy Superintendent/Chief Academic Officer earned, accrued, and/or is entitled to under this Agreement through the date of the Deputy Superintendent/Chief Academic Officer's death. The District shall also provide the Deputy Superintendent/Chief Academic Officer's spouse and eligible dependents with healthcare benefits as required by law.

2. **Buy-Out/Severance.** On or after July 1, 2027, the Board at its sole discretion may terminate this Agreement unilaterally prior to the expiration of the Term of this Agreement. However, the Board must provide the Deputy Superintendent/Chief Academic Officer with ninety (90) days' notice of its intention to terminate this Agreement pursuant to this paragraph, during which 90-day notice period, the Deputy Superintendent/Chief Academic Office shall continue to receive all compensation, salary and other benefits set forth in this Agreement. In addition, the District shall pay the Deputy Superintendent/Chief Academic Officer a severance amount equivalent to her then-current annual salary and benefits, subject to the limitations set forth in the Public School Code.

#### **SECTION E. SECTION D: MISCELLANEOUS**

1. **Severability.** Each covenant and agreement in this Agreement shall for all purposes be construed as a separate and independent covenant or agreement. In the event any provision of this Agreement is declared invalid, illegal or otherwise unenforceable by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this

Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

2. **Indemnification.** The School District shall defend, hold harmless and indemnify Deputy Superintendent/Chief Academic Officer from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident giving rise to such claim or action arose while Deputy Superintendent/Chief Academic Officer was acting within the scope of employment under this Agreement, and excluding illegal and/or criminal activity, and provided the School Board has liability coverage against such claims or actions. However, in no case, will individual Board Members be considered personally liable for indemnifying Deputy Superintendent/Chief Academic Officer against such demands, claims, suits, action and legal proceedings. Nothing herein shall be construed as a waiver of the School District's obligation set forth in Pennsylvania Political Subdivision Tort Claims Act, 42 Pa.C.S. § 8541 et. seq.

3. **No Waiver.** The failure of any party to enforce at any time any of the provisions of this Agreement, or any rights in respect thereof, or the exercise of or failure to exercise by any party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, rights, or elections in the future or in any way to affect the validity of this Agreement.

4. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter covered herein, and consolidates and includes all other discussions, negotiations, proposals, and agreements and supersedes any other agreement between the parties. Each of the parties has entered into this Agreement in reliance upon only the provisions contained herein and not upon any external representations by any party. This Agreement may be amended or modified only by agreement of the parties hereto and memorialized in a written instrument executed by the parties. Termination, severance and buy-out provisions shall not be modified during the course of the Agreement or in the event the Agreement is terminated prematurely.

5. **Successors and Assigns.** Deputy Superintendent/Chief Academic Officer may not assign, in whole or in part, this Agreement or her rights, duties, obligations, responsibilities or compensation to any person or entity, unless approved in writing by the School Board. This Agreement shall be binding upon the successors and assigns of the parties, as well as their heirs, executors and administrators.

6. **Notices.** Any notice required by this Agreement shall be effective upon hand delivery, or, if mailed to the other party (does not include electronic mail or other electronic means), the date postmarked, to the parties at the following addresses (or to such other addresses as any party may specify in a notice to the other):

IF TO THE SCHOOL BOARD OR SCHOOL DISTRICT:

Board of School Directors  
West Chester Area School District 782 Springdale Drive  
Exton, PA 19341

IF TO DR. KALIA REYNOLDS:

\_\_\_\_\_  
\_\_\_\_\_

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

8. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the day set forth above.

**BOARD OF SCHOOL DIRECTORS OF  
WEST CHESTER AREA SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Name: Karen Fleming  
Title: President, Board of School Directors

By: \_\_\_\_\_  
Name: Linda Cherashore  
Title: Secretary, Board of School Directors

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**DR. KALIA REYNOLDS**

## Appendix A



### WEST CHESTER AREA SCHOOL DISTRICT POSITION DESCRIPTION

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POSITION TITLE:	Deputy Superintendent/Chief Academic Officer	DATE:	February 26, 2024
DEPARTMENT:	Management Team	LOCATION:	Administration Building
FLSA:	Exempt		

#### SUMMARY:

The Deputy Superintendent/Chief Academic Officer reports directly to the Superintendent and performs the following primary responsibilities:

- Provides visionary leadership and establishes, communicates, and operationalizes a clear, system wide, research-based vision for a world-class, culturally proficient and equity-based core instructional program and services that meet the diverse needs of all students, including English language learners and multilingual education; students receiving special education services and those eligible for gifted and talented services and resources.
- Provides direct supervision to leaders responsible for Pre-K-12 and Career and College Readiness Districtwide Programs and Services; Special Education and related business and related services; and English Learners and Multilingual Education Services.
- Manages, plans, directs, organizes, coordinates, implements, monitors, and assesses all districtwide educational and instructional programs, policies, accreditation and procedures for pre-kindergarten/early childhood and Kindergarten - Grade 12.
- Identifies, develops, implements, assesses, and evaluates programs and service that serve to promote student development with a particular emphasis on intercultural competency, diversity, inclusion, and belonging for all students K-12.
- Collaborates with others to manage and equitably allocate grant and federal programs resources; strategically and organically integrate educational technology in all aspects of the curriculum and instructional program; and ensure the instructional resources reflect aligned assessment and accountability measures.
- Facilitates the planning, implementation and evaluation of all related professional development.
- Engages staff and community stakeholders to identify and accomplish strategic priorities and initiatives through collaborative opportunities to improve student academic success and overall student and school experiences.
- Administers multi-tiered system of interventions to improve achievement of students who are not meeting grade-level expectations.
- Designs innovative subject, classroom, and whole-school instructional programs to increase staff capacity and student learning.

### REPORTING RELATIONSHIPS:

- Reports directly to and works collaboratively with the Superintendent.
- Responsible indirectly for elementary administrators.
- Responsible directly for the Director of Elementary Education, Director of Curriculum, Instruction and Equity, and the Director of Pupil Services.
- Works cooperatively with other administrators and staff to perform job responsibilities as outlined.
- Indirectly leads, manages, and collaborates with supervisors, and curriculum leaders.
- Works cooperatively with administrators, staff, parents, students, community members, Board members, and other outside contacts to perform duties as outlined.

### TERMS OF EMPLOYMENT:

1. 12 month position
2. Salary and benefits are as described in the Administrative Compensation Plan of the West Chester Area School District and Agreement for employment.

### QUALIFICATIONS & PHYSICAL REQUIREMENTS:

To successfully perform this position, a person must be able to perform each essential duty satisfactorily. The qualification requirements listed below represent minimum levels of educational achievement, training, skill and/or ability necessary.

- Letter of Eligibility
- Extensive knowledge and experience in the development of K-12 curriculum, programming and in leading high quality professional development.
- Extensive knowledge of assessment of common core standards and professional development, K-12.
- Extensive knowledge and experience in K-12 education and scheduling.
- Extensive experience in the areas of developing equitable instruction, cross cultural competency, diversity, inclusion and belonging in schools.
- Ability to read, analyze and interpret general periodicals, professional journals, technical procedures or governmental regulations.
- Ability to write reports, business correspondence and procedure manuals

- Possess effective interpersonal skills with the ability to interface diplomatically with other administrators, teachers, parents, students, Board members, support staff, colleagues, and outside professional contacts
- Ability to work with and apply mathematical concepts; ability to define problems, collect data, establish facts, and draw valid conclusions; proficiency in the use of technology for individual and system management, communication, and research; proficiency in presentation technology to enhance small and large group information and demonstration sessions
- Skills in coordinating and evaluating staff use of technology

Qualified candidate will be required to use hands to finger, handle or feel objects, tools or controls, and to talk and hear; Sit and occasionally be required to stand, walk, stoop, kneel and crouch; Have specific vision abilities, to include close vision, color vision, and the ability to adjust focus; Have the ability to lift and/or move up to 25 pounds; and possess effective communication, judgmental, planning and human relations skills, and will be required to work under periods of stress due to the level of the position responsibility.

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

This list is intended to be illustrative rather than complete and serves to show major duties and responsibilities and does not express or imply that these are the only duties to be performed by the incumbent in this position. The employee will be required to be consistently at work and perform any other position-related duties requested by the superintendent.

#### COMPREHENSIVE PLANNING AND K-12 DUTIES

1. Assumes leadership of the District during Superintendent's absence.
2. Serves as a liaison to the Board of Directors for the Pupil Services, Education, and Policy Committees.
3. Chairs the Instructional Cabinet.
4. Plans, develops, coordinates, implements, and evaluates the district's comprehensive plan and K-12 district programming.
5. Indirectly develops, coordinates, implements, and evaluates the district's K-12 equity, inclusion, and belonging initiatives for students through his/her leadership role on the Instructional Cabinet and Instructional Leadership Team.
6. Indirectly develops, implements and evaluates curriculum through his/her leadership on the Instructional Cabinet and Instructional Leadership Team.
7. Develops and supervises grants for curriculum, instructional and district programming.
8. Keeps abreast of latest developments and legal opinions in all areas of supervision and informs administrators and staff.

9. Indirectly coordinates the development and implementation of the District Teacher Induction Program K-12.
10. Serves on the School Board Education Committee and other district committees as needed.
11. Observes and provides input to the evaluation of staff members in all school programs as needed.
12. Indirectly organizes and conducts the Act 48 Professional Development Plan, and the District Professional Development programs.
13. Prepares budgets for each service and/or function under his/her responsibility and controls expenditures within the established budget limitations.
14. Coordinates K-12 district programming.
15. Represents the District on committees and at meetings and conferences related to assigned responsibilities.
16. Supervises the development, facilitation, planning and implementation of the Comprehensive Plan.
17. Conducts observations and site visits to ensure curriculum and program implementation.
18. Responsible for District assessment and testing programs.
19. Performs other duties as directed by the Superintendent.
20. Supports administrators, supervisors, curriculum leaders, and staff in the planning and evaluation of professional development. Makes all recommendations to the superintendent for changes in professional development and the assessment of professional development.
21. Monitors professional development with district administrators to ensure that all professional development activities meet the criteria standards as outlined by Act 48, the Pennsylvania Inspired Leadership guidelines, the National Staff Development Councils' Standards for Professional Development, Pennsylvania Academic Standards and is research-based.
22. Confers with Instructional Cabinet, Supervisors, Curriculum Leaders, and principals to monitor student assessment data to help identify areas of need for future professional development.
23. Helps to plan and schedule sessions for in-service days with curriculum leaders, supervisors, and principals.
24. Reviews the professional development evaluation forms and develops reports based on staff feedback from the evaluation database.
25. Attends meetings to support focused professional development and facilitates learning communities to align with district and school goals.

26. Participates in state and nation-wide opportunities to continue personal professional development.

27. Maintains an awareness of trends; anticipates and researches current topics of interest to a wide range of educators.

The West Chester Area School District is an equal opportunity employment, educational and service organization.

DEC 2/2024



Appendix B



**West Chester Area School District  
Act 93 Administrators'  
Compensation Plan**

**July 1, 2023 – June 30, 2027**

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## INTRODUCTION

It is the goal of the School Board to attract persons for its Management Team who will perform at a level which would place them in the top twenty percent of the Administrators employed countywide; and to pay its managerial employees (herein “Administrators”) in a manner which reflects their administrator performance.

The Compensation Plan shall provide uniform and impartial treatment within the District.

The Board has set the levels of responsibility for each position; established salary differentiation between each level of responsibility beginning with the Superintendent as the chief executive and established salary ranges for each level of responsibility.

Salaries shall be based on daily performance and the achievement of yearly objectives.

- A. **Meet and Discuss Procedures** -The West Chester Area School District Board of School Directors agree to meet and discuss with a representative group of the Management Team to develop and implement a written compensation plan pursuant to the conditions outlined in Act 93, “Compensation Plan of School Administrators.” It is understood that the written plan provisions may not be changed during the term of the plan except by mutual agreement that is signed by the West Chester Administrators’ Act 93 Representative(s), unless the plan is required to be modified pursuant to law.
- B. **Term of Compensation Plan** - This plan is effective July 1, 2023 and shall continue until June 30, 2027.
- C. **Administrators Covered by the Plan** - This plan covers all members of the West Chester Area School District Management Team except those specifically not covered as a “*School Administrator*” pursuant to Pa. STAT. ANN. Tit. 24 Section 11-1164(a).

## SALARY PLAN

- A. A salary range for each administrative position covered by the Plan has been established. The 2023-24 salary range is attached as Appendix A and shall serve as the basis for the Salary Plan administered as outlined in B through G below.
- B. The salary range shall be adjusted in July 2025 for determining salary minimums and maximums for each position during the 2025-26 school year by increasing the minimum and maximum salary by the base Act 1 index for the respective school year.
- C. **Performance Base Salary Increase:** Base Salary Increase shall be effective on July 1<sup>st</sup> of each year. The annual amount to be awarded for base salary increases shall be determined by multiplying the total base salaries of active Administrators on July 1<sup>st</sup> by the base Act 1 index for the respective school year. The base salary increase for each Administrator shall be determined by the total points earned as a percentage of total maximum points based on performance in Part 1 of the Administration Evaluation Instrument (See Appendix B). If the Administrator’s base salary exceeds the salary maximum, the amount of the base salary increase exceeding the maximum shall be added to the Administrator’s merit bonus in Section D of this agreement.
- D. **Performance Goals Merit Bonus:** In each year of this plan, each Administrator shall be eligible to receive a merit pay bonus above and beyond base salary increases outlined in Section C above. The performance goals merit bonus shall not be cumulative and shall be paid independently for each contract year. The amount of money available for merit performance pay bonuses shall be determined by multiplying the base Act 1 index by the base salaries of the

active Administrators at July 1<sup>st</sup>. Performance goals shall be established by the Superintendent or his/her designee. The annual performance goal merit bonus for each Administrator shall be determined by the total points earned as a percentage of total maximum points based on performance in Part 2 of the Administration Evaluation Instrument (See Appendix C).

- E. It is the intent of the Salary Plan for fully competent, experienced Administrator's base salary to be at the target salary of the salary range after four full years of proficient experience in the position utilizing the following benchmarks: Administrator new to the position earns eighty-five percent of target salary; year two, eighty-eight and three-quarter percent of target salary; year three, ninety-two and one-half percent of mid-point; year four, ninety-six and one-quarter percent of target salary; and year five, one hundred percent of target salary. The target salary shall be determined as 93% of the maximum salary for each position as exhibited in Appendix A. The Superintendent shall determine initial placement percentage to target salary in consideration of administrative experience and market conditions.

A change in an Administrator's percentage to target salary is conditioned upon the Administrator's performance. Failing/unsatisfactory performance in a given year freezes adjustment to target salary for that year and may reduce future year progress to target salary. Performance that is designated as "needs improvement" may also reduce the adjustment as determined by the Superintendent.

- F. A position's target salary may be lowered by the Superintendent if position responsibilities are changed. In this case, the Administrator's salary will remain frozen until such time as their current salary matches the new target salary for the position.
- G. A one-time bonus payment of \$2,500, less legally required withholdings, that will not be included in the Administrator's salary for future increases, will be made to any Administrator achieving a Doctorate Degree after July 1, 2016 with specific stipulations requiring the Doctorate Degree be part of a fully accredited program, and not be through an Online Doctoral Program.

## **BENEFITS**

### **Medical & Prescription Drug Insurance**

- A. Plans to be Offered - The Board shall offer the following medical and prescription drug plans to Administrators:
  - 1. Personal Choice HD1-HC1 w/\$10/\$20/\$20/\$100 integrated Rx Plan (Core Plan)
  - 2. Other Plans shall be offered for Administrators to purchase at an additional cost above and beyond the school district's cost for the Core Plan.
    - a. Personal Choice 7 w/\$10/\$20/\$20/\$100 Rx
    - b. Personal Choice 10/20/70 w/\$10/\$20/\$20/\$100 Rx
    - c. Personal Choice 20/30/70 w/\$10/\$20/\$20/\$100 Rx
    - d. Personal Choice 320 w/\$10/\$2020/\$100 Rx

The Personal Choice 320 Plan will be subject to an annual in-network out of pocket maximum of \$2,300 for Single enrolled employees and \$4,600 for enrolled employees covering dependents.

When a generic drug is available, unless the physician has specified in writing that brand name is to be dispensed, the plan will only cover the cost of the generic drug, less the \$10.00 copay. Where the physician has specified in writing that a brand name drug must be dispensed, or where a generic drug is not available, the plan will cover

the cost of the brand name drug, less the \$20.00 copay.

The prescription drug plan is subject to Step Therapy, Prior Authorization, and Drug Quantity Management.

The maintenance program shall provide for two (2) co-pays per ninety (90) day supply through the mail order or through CVS Retail Pharmacies. This applies to all applicable maintenance drugs except specialty drugs as defined by the Pharmacy Benefit Manager (PBM). Specialty drugs are limited to a 30 day supply.

**B. Allocation of Medical & Prescription Drug Benefit Premiums –**

1. Effective July 1, 2023, the Board shall contribute 88.5% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
2. Effective July 1, 2024, the Board shall contribute 88% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
3. Effective July 1, 2025, the Board shall contribute 87.5% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
4. Effective July 1, 2026, the Board shall contribute 87% toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.

Administrators will be eligible for medical and prescription drug benefits the first of the month following their hire date.

**Cadillac Tax Language:** In the event all current plans meets or exceeds the Cadillac Tax, new healthcare plan options will be instituted that fall under the Cadillac Excise Tax for current Act 93 members and applicable retirees on District healthcare plans. The Board shall offer the Act 93 members and all applicable retirees plan option(s) that meet the minimum requirements of the ACA but does not exceed the Cadillac Excise Tax threshold.

**DENTAL PLAN**

Effective July 1, 2023 the Board will pay 88.5% of the premium cost for single and dependent coverage in the

District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic  
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2024 the Board will pay 88% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic  
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2025 the Board will pay 87.5% of the premium cost for single and dependent coverage, in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic  
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2026 the Board will pay 87% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic  
80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Administrators will be eligible for dental benefits the first of the month following their date of hire.

### **VISION CARE PLAN**

Effective July 1, 2023 the Board will pay 88.5% of the premium cost for single and dependent coverage, for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Effective July 1, 2024 the Board will pay 88% of the premium cost for single and dependent coverage for the

District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Effective July 1, 2025 the Board will pay 87.5% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Effective July 1, 2026 the Board will pay 87% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

- A. Examinations covered at 100% of UCR
- B. \$200.00 maximum for prescription glasses every twenty four months.
- C. Ocular examinations once every twenty four months.

Administrators will be eligible for vision benefits the first of the month following their date of hire.

Same sex spousal coverage shall be available to employees who meet all of the following terms and conditions:

1. Is married or in a legally recognized Civil Union, at least eighteen (18) years of age, resides with the other spouse, and intends to continue to reside with the other Spouse for an indefinite period of time;
2. Is not related to the other Spouse by adoption or blood;
3. Is the sole Spouse of the employee;
4. Agrees to be jointly responsible for the basic living expenses and welfare of the Spouse;
5. Demonstrates financial interdependence by submission of proof of the following documents:
  - a. A valid and current marriage license, or a legally valid and recognized Civil Union consistent with the current Collective Bargaining Agreement between the professional employees of the Group; and at the District's discretion may request additional documentation, including the following:
    - i. Joint mortgage or lease;
    - ii. A designation of one of the Spouses as beneficiary in the other Spouse's will;
    - iii. A durable property and health care powers of attorney;
    - iv. A joint title to an automobile, or joint bank account or credit account; or
    - v. such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

#### **WITHDRAWAL OF HEALTHCARE BENEFIT PROVISION**

An Administrator may elect to opt out of healthcare benefits. The Administrator will receive a reimbursement at 45% of the Board cost for Employee/Spouse Coverage for each benefit for this purpose.

- o An Administrator is not eligible for the withdrawal reimbursement unless he/she has been enrolled in the benefit for one plan year.
- o If an Administrator chooses to drop the medical insurance provided by the Board, they must provide proof that they are covered by an eligible non-WCASD insurance program. Medicare and Individual Coverage are ineligible due to Federal Guidelines.
- o Effective June 30, 2023 Administrators previously receiving the withdrawal benefit provision

while covered under a Spouses' WCASD health plan will no longer be eligible to receive the Withdrawal of Healthcare Provision.

**RETIREMENT BENEFIT PROGRAM (FOR ALL CURRENT MEMBERS OF ACT 93)**

Administrators who retire under the provision of the Pennsylvania School Employees' Retirement System, but not including a disability retirement, who have a minimum of twelve (12) years of service in the West Chester Area School District, have a minimum of five (5) years as an Administrator in the District and who are at least 50 years of age, will be entitled to receive benefits for Administrator and spouse\*, in the group insurance programs (Hospitalization, Medical-Surgical & Major Medical Insurance, Dental, Vision, Life, and Prescription)

A. Duration

Administrators will receive the Retirement Benefit Program until the earlier of:

1. Medicare Eligibility Date (Age 65) or
2. Ten (10) years from the Date of Retirement.
3. \*Retirement Benefit Program ends for spouse when the retiree turns 65.

B. Cost Sharing

All Administrators who are eligible for this benefit shall contribute toward single coverage in the Retirement Benefit Program at the same rate equivalent to the maximum reimbursement provided by the Public School employees Retirement System (currently \$100.00 per month) or at the same rate as if they were active Administrators electing the coverage in question, whichever is higher. In the event an Administrator is ineligible for the PSERS Premium Assistance Program, such employee shall contribute at the same rate as active Administrators.

The additional cost to the Board to provide coverage to the Administrator's spouse will be fifty percent (50%) paid by the Board and fifty percent (50%) paid by the Retired Administrator. The Retired Administrator will have a reduction in their portion of the monthly contribution for spousal coverage by three percent (3%) for each year of service over the minimum requirement of twelve (12) years of service in the District. The contribution for spousal coverage made by the Retired Administrator will in no case be less than ten percent (10%) of the cost of spousal coverage.

**RETIREMENT BENEFIT PROGRAM (FOR ALL MEMBERS OF ACT 93 HIRED ON OR AFTER 7/1/2023)**

Administrators who retire under the provision of the Pennsylvania School Employees' Retirement System, but not including a disability retirement, who have a minimum of fifteen (15) years of service in the West Chester Area School District, have a minimum of five (5) years as an Administrator in the District and who are at least 50 years of age, will be entitled to receive benefits for Administrator and spouse\*, in the group insurance programs (Hospitalization, Medical-Surgical & Major Medical Insurance, Dental, Vision, Life, and Prescription)

C. Duration

Administrators will receive the Retirement Benefit Program until the earlier of:

1. Medicare Eligibility Date (Age 65) or
2. Seven (7) years from the Date of Retirement.
3. \*Retirement Benefit Program ends for spouse when the retiree turns 65.



D. Cost Sharing

All Administrators who are eligible for this benefit shall contribute toward single coverage in the Retirement Benefit Program at the same rate equivalent to the maximum reimbursement provided by the Public School employees Retirement System (currently \$100.00 per month) or at the same rate as if they were active Administrators electing the coverage in question, whichever is higher. In the event an Administrator is ineligible for the PSERS Premium Assistance Program, such employee shall contribute at the same rate as active Administrators.

The additional cost to the Board to provide coverage to the Administrator's spouse will be fifty percent (50%) paid by the Board and fifty percent (50%) paid by the Retired Administrator. The Retired Administrator will have a reduction in their portion of the monthly contribution for spousal coverage by three percent (3%) for each year of service over the minimum requirement of twelve (12) years of service in the District. The contribution for spousal coverage made by the Retired Administrator will in no case be less than ten percent (10%) of the cost of spousal coverage.

**MEDICAL SPENDING ACCOUNT**

- A. Health Savings Account (HSA) – Effective July 1, 2023, the district shall make an HSA available for all eligible qualified members who enroll in the HSA-eligible HD1-HC1 plan. The district shall contribute \$500 per year for single / \$1,000 for employee and spouse, or employee and family, for the life of this contract for all members who enroll in the HSA-eligible Personal Choice HD1-HC1 w/\$10/\$20/\$20/\$100 integrated Rx plan. District Funding will take place after the new hire open enrollment window has expired and is only available for active employees who are eligible for an HSA as outlined in Section 223 of the Internal Revenue Code.
  
- B. Medical Flexible Spending Account - An Administrator may elect to contribute between \$240 and the annual maximum in pre-tax dollars determined by the Internal Revenue Code. Medical spending account expenses can be reimbursed for the Administrator's spouse or the Administrator's tax-qualified domestic partner and/or Internal Revenue Code eligible dependents.

Eligible expenses will be in accordance with the requirements of federal law.

Over-the-counter medicines are no longer reimbursable through this FSA without a doctor's prescription.

Newly hired Administrators are eligible the first of the month following their date of hire.

**DEPENDENT CARE ACCOUNT FSAs**

- A. An Administrator may elect to contribute up to \$5,000 annual maximum per household (\$2,500 if the Administrator is married and files taxes separately from the Administrator's spouse) of pre-tax dollars to pay for eligible dependent day care expenses.
  
- B. Newly hired Administrators are eligible the first of the month following their date of hire.

**PHYSICAL EXAMINATION**

- A. Full costs for an annual comprehensive physical examination each school year, until retirement.

**GROUP TERM LIFE INSURANCE (INCLUDES DOUBLE INDEMNITY)**

- A. Three times annual salary rounded to the nearest hundred, plus \$15,000.00
  
- B. Minimum benefit of \$5,000 and a maximum benefit of \$750,000. Benefit amounts are subject to the standard reduction schedule once an employee reaches SSNRA. This benefit will be provided subject to the condition and limitations of the insurance policy purchased by the District.

- C. Coverage is effective the first of the month following date of employment.

**GROUP TRAVEL ACCIDENT PROTECTION**

- A. In event of injury to covered person, \$25,000 to \$100,000
- B. \$1,000,000 for loss of life

**SALARY CONTINUATION FOR EXTENDED ILLNESS/DISABILITY**

- A. Eligibility for this benefit is the first of the month following date of employment.
- B. 60% of salary up to \$6,000 total monthly income paid until retirement, after a 90-day elimination period.
- C. The monthly premium cost, which is included in salary, will be taken as a benefit deduction on a post-tax basis.

This benefit will be provided subject to the condition and limitations of the insurance policy purchased by the District.

**TUITION REIMBURSEMENT FOR GRADUATE CREDITS**

Pre-approval of graduate courses required by immediate supervisor and by the Superintendent.

- A. Courses must be completed with a grade of "B" or better.
- B. Costs per credit hour for graduate courses reimbursed at 100 percent up to the current West Chester University rate per graduate credit.
- C. No more than eighteen (18) credits may be taken during any school year, July 1 through June 30.

The Superintendent may on a case by case basis, approve additional increases based on market conditions and/or survey information on the per credit rates of the universities typically used by Administrators for their coursework. Administrators may receive a cap of twenty-one (21) credits during any school year, July 1 through June 30, to be determined by the superintendent on a case-by-case basis.

The Board will allow reimbursement of non-graduate credit courses taken to satisfy the requirements of Act 45 of the Pennsylvania School Code. These courses must be taken within two years of the administrator's deadline for achieving the credits required by Act 45 to maintain appropriate certification for their position. Reimbursement for such courses is contingent on the following:

- A. Approval by immediate supervisor and by the Superintendent.
- B. Course must be taken outside of Administrator's work hours.

Any administrator that leaves the employment of the District of the Act 93 group within 3 years of the conferral of their degree, certification, or date of last completed class for any reason (including voluntary resignation, retirement, involuntary resignation, termination of employment, etc.) must repay the District 100% of the costs of reimbursement from the District. This time period shall be exactly 3 years from the conferral date of the degree/certification/date of last completed class to the date of severance of employment from the District or Act 93 group. The administrator must refund all reimbursement funds to the District within 3 months of release from the District or Act 93 group. This includes the \$2,500 bonus that is awarded for the conferral of a doctorate degree.

**SEVERANCE PAY FOR RETIREES**

- A. Administrators who retire under the provision of the Pennsylvania School Employee's Retirement System and who have been employed (and approved leave shall be included) in the West Chester Area School District for twelve (12) or more years of service will be entitled to a severance payment based upon the number of unused but accrued sick days multiplied by the Daily Rate.

The severance payment would be calculated on an “early notification rate” in the event the District receives a notification from the Administrator 120 days preceding the date when the Administrator intends to retire based upon the schedule set forth below:

<b>Number of Accrued Sick Days</b>	<b>Daily Rate</b>	<b>Early Notification Rate</b>
<b>1-100</b>	<b>\$45.00</b>	<b>\$60.00</b>
<b>101-200</b>	<b>\$55.00</b>	<b>\$70.00</b>
<b>201+</b>	<b>\$65.00</b>	<b>\$80.00</b>

Payment will be made into the Administrator’s 403 (b) and/or 457(b) plan through a non-elective contribution.

B. Administrators who retire under the provision of the Pennsylvania School Employees’ Retirement System and who have been employed (and approved leave shall be included) in the District for twelve (12) or more years of service, have been an Administrator in the West Chester Area School District for five (5) or more years with the District will be entitled to the following severance at the conclusion of their service:

1. For Administrators retiring after five (5) years of service and before ten (10) years of service, Administrators will be paid .5% of their final year’s salary multiplied by their years of service as an Administrator.
2. For Administrators retiring after ten (10) years of service, Administrators will be paid 1.0% of their final year’s salary multiplied by their years of service as an Administrator

Payment will be made by the District in the form of a non-elective contribution to Administrator’s 403 (b) and/or 457 (b) plan.

**457(b) PROGRAM FOR ADMINISTRATORS**

An annual contribution will be made by the Board to a 457(b) plan that shall be determined by 2.86% of the salary pool for Administrators, with contributions for each Administrator determined by the total points earned as a percentage of total maximum points based on performance in Part A and Part B of the Administration Evaluation Instrument (See Appendix D).

- A. Each year’s contribution will be paid to Administrator during first pay in July (no vesting).
- B. Administrators working less than a full year will be pro-rated based on months of service. (12 months for a 12-month employee and 10 months for a 10-month employee) preceding the July 1 contribution date in order to be eligible for a contribution.

Administrators can also defer their own salary into the 457(b) plan, so long as there is no cost to the Board.

**LEAVE TIME**

**VACATION LEAVE**

- A. Principals, Asst. Principals, and twelve-month Supervisors earn 15 paid days each school year, pro-rated. District Office Administrators earn 20 paid days each school year, prorated.
- B. Administrators and Supervisors with 7 years Management Team service within the District

are entitled to 1 additional vacation week. Seven years of service is defined as receiving seven, satisfactory annual evaluations.

- C. Administrators and Supervisors with 12 years Management Team service are entitled to 1 additional vacation week each full school year for a total of 5 weeks for Principals, Asst. Principals and twelve month Supervisors and a total of 6 weeks for District office Administrators. No more than one consecutive vacation day may be taken during the school calendar year without the Superintendent's approval.
- D. Administrators new to the District or Management Team will be awarded vacation determined by the Superintendent.
- E. Vacation benefits do not apply to ten-month (207-day) Supervisors.
- F. Administrators may rollover unused vacation days from one year to the next as long as the combined balance of rollover vacation days and the current allotment of vacation days do not exceed 35 days.
- G. Administrators must use a minimum of 10 vacation days each year to be eligible for the rollover.
- H. Administrators may receive a cash payment for up to 10 unused vacation days each year.

The District will allow for vacation time to be used prior to being earned in the first year of employment up to a maximum of 15 days. In the event an administrator leaves the service of the District before these days are earned, a prorated deduction will be made from the final pay reflecting the vacation leave days taken, but not earned.

### **SICK LEAVE**

One day per month, to 10 or 12 per year depending on work schedule, cumulative. Administrators shall be permitted to use up to five (5) of their accrued sick days per contract year for care of an immediate family member. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law. Included within the immediate family is any near relative who resides in the same household.

### **HOLIDAYS**

- A. District Office Administrators are paid for 11 days each fiscal year: New Year's Day, Dr. Martin Luther King, Jr. Commemorative, Lincoln-Washington Commemorative, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving (2) and Christmas (2).
- B. Ten-month (207-day) Supervisors, twelve-month Supervisors, and twelve-month Administrators assigned to schools are paid for the following holidays: Winter Vacation, Spring Vacation, Dr. Martin Luther King, Jr. Commemorative, Lincoln-Washington Commemorative, Memorial Day, Labor Day, and Thanksgiving (2).

**Religious Holiday** Each regular employee may be granted up to 3 days to fulfill religious obligations. Such time shall be charged against days allowed for personal and or vacation leave days.

### **MANDATORY DIRECT DEPOSIT LANGUAGE**

Administrators shall be required to (1) set up a bank account that can receive direct deposit checks from the District and (2) execute any and all forms or consents that would enable mandatory direct deposit of District payroll and other checks as a precondition for receiving any monetary payments or compensation from the District. Prior to making future changes to District payroll that would impact the Administrators' receipt of any monetary payment or compensation from the District, the District will meet and discuss such changes with the Act 93 Leadership.

## MISCELLANEOUS

- A. Bereavement time up to 5 days for immediate family and 1 day for near relative (each occasion) – (*Board Policy 336*)
- B. Jury duty/witness in Court as needed – (*Board Policy 342*)
- C. Maternity/Childrearing (disability) leave (paid) – (*Board Policy 334*)
- D. Maternity/Childrearing (personal) leave (unpaid) for a maximum period of 1 year from the date of childbirth or custody of an adopted infant – (*Board Policy 334*)
- E. Military leave (unpaid) – (*Board Policy 336*)
- F. Military training (maximum of 15 days each year) – (*Board Policy 336*)
- G. Attendance at conferences/conventions will be determined by Superintendent or his/her designee.

**ADOPTED BY THE BOARD OF SCHOOL DIRECTORS OF THE WEST CHESTER AREA SCHOOL DISTRICT:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(President)

Attest: \_\_\_\_\_  
(Secretary)

**WEST CHESTER ADMINISTRATORS' ACT93 REPRESENTATIVE**

\_\_\_\_\_

Date

\_\_\_\_\_

Dr. Kevin Fagan

\_\_\_\_\_

Date

\_\_\_\_\_

Dr. Stephen Catrambone

\_\_\_\_\_

Date

\_\_\_\_\_

Mr. Ian Kerr

APPENDIX A

West Chester Area School District			
Act 93 Salary Ranges			
2023-24			
<b>ACT 93 Position</b>	<b>Minimum</b>	<b>Maximum</b>	<b>Target Salary</b>
DIRECTORS	\$ 151,222	\$ 196,612	\$ 182,849
ASSISTANT TO THE DIRECTORS (ELEMENTARY, SECONDARY, PUPIL SERV)	\$ 142,362	\$ 185,732	\$ 172,731
ASSISTANT DIRECTOR (BUSINESS AFFAIRS, HUMAN RESOURCES, TECHNOLOGY)	\$ 128,126	\$ 167,159	\$ 155,458
MANAGERS (CAPITAL PROJECTS & COMMUNICATIONS)	\$ 106,800	\$ 135,762	\$ 126,259
SUPERVISORS	\$ 113,969	\$ 148,430	\$ 138,040
ELEMENTARY SCHOOL PRINCIPALS	\$ 126,937	\$ 162,019	\$ 150,677
MIDDLE SCHOOL PRINCIPALS	\$ 133,794	\$ 174,511	\$ 162,295
ASSISTANT MIDDLE SCHOOL PRINCIPALS	\$ 113,969	\$ 144,343	\$ 134,239
HIGH SCHOOL PRINCIPALS	\$ 142,362	\$ 185,732	\$ 172,731
ASSISTANT HIGH SCHOOL PRINCIPALS	\$ 113,969	\$ 144,343	\$ 134,239
HIGH SCHOOL ATHLETIC DIRECTORS (207 DAYS)	\$ 93,176	\$ 117,869	\$ 109,619
PUBLIC SAFETY SUPERVISOR	\$ 92,282	\$ 118,172	\$ 109,900
COORDINATOR (INSTRUCTIONAL TECHNOLOGY)	\$ 92,282	\$ 118,172	\$ 109,900
COORDINATOR (195 DAYS) (SOCIAL WORK & NURSING SERVICES)	\$ 86,160	\$ 111,174	\$ 103,392

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increase

**Sample Evaluation Instrument**

Name \_\_\_\_\_

Location/Date \_\_\_\_\_

**PART A: LEADERSHIP DIMENSION**

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
<b>1.0 Student Achievement</b>				
1.3 Ensure Equity	<p>In addition to proficient criteria,</p> <ul style="list-style-type: none"> <li>The principal engages in a range of ongoing activities that shape and reinforce a professional culture by conveying a consistent set of beliefs, values, and assumptions regarding the educability of all students in a standards-based system and the principle of equity.</li> <li>The principal models a commitment to high standards for all students and to closing the achievement gap among all subgroups of students; these actions encourage and influence the faculty to embrace and demonstrate shared commitment to these beliefs and values.</li> </ul>	<ul style="list-style-type: none"> <li>The principal provides opportunities for faculty to examine their understandings of standard-based education, equity, and excellence and to identify ways in which current beliefs, values and practices fall short of desired ideals.</li> <li>The principal examines ways in which actions and communications influence shared values.</li> <li>The principal identifies and uses strategies to support needed changes as necessary in moving the school toward greater equity.</li> </ul>	<ul style="list-style-type: none"> <li>The principal demonstrates awareness of equity issues and has begun to identify specific strategies for improvement.</li> </ul>	<ul style="list-style-type: none"> <li>The principal does not recognize or fails to recognize equity issues.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

\_\_\_\_\_



APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increase

**Sample Evaluation Instrument**

Name \_\_\_\_\_  
 Location/Date \_\_\_\_\_

**PART A: LEADERSHIP DIMENSION**

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
<b>2.0 Communication</b>				
2.1 Two-way communication with staff	In addition to proficient criteria, <ul style="list-style-type: none"> <li>The principal engages in active listening with the staff.</li> <li>The principal holds numerous individual and small group meetings with staff.</li> </ul>	<ul style="list-style-type: none"> <li>Staff meetings include open discussions with two-way conversations.</li> <li>Staff members regularly have the opportunity for one-to-one meetings with the principal.</li> <li>The principal knows all staff members and makes an effort to recognize the personal and individual contribution each one makes.</li> </ul>	<ul style="list-style-type: none"> <li>Typically limits listening to questions during staff meetings.</li> <li>Staff meetings occasionally include open discussions.</li> <li>Staff members have limited opportunity for one-to-one meeting with principal.</li> <li>The principal knows staff members but does not consistently recognize personal and individual contributions.</li> </ul>	<ul style="list-style-type: none"> <li>Staff meetings consist of the reading of announcements with little or no interaction.</li> <li>Little or no two-way communication with staff.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

2.2 Two-way communication with parents	In addition to proficient criteria, <ul style="list-style-type: none"> <li>Clear evidence of parent-centered communication, including open forums, focus groups, surveys, appointments, and extensive use of technology.</li> <li>Data suggests that parents feel empowered and supportive of educational objectives.</li> </ul>	<ul style="list-style-type: none"> <li>Conducts frequent interactions with parents, including newsletters, personal briefings, appointments, calls, and the use of technology (voice mail, hot lines, e-mail, Web sites, presentation software) where appropriate.</li> <li>Clear evidence of decisions based on input from parents.</li> <li>Promotes the school's accomplishment through the media and central administration.</li> </ul>	<ul style="list-style-type: none"> <li>Only routine interaction with parents is in evidence.</li> </ul>	<ul style="list-style-type: none"> <li>Little or no evidence of two-way communication with parents.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increases

**Sample Evaluation Instrument**

Name  
Location/Date

PART A: LEADERSHIP DIMENSION

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
<b>3.0 Faculty Development</b>				
3.1 Understanding of faculty proficiencies and needs for further development.	In addition to proficient criteria, <ul style="list-style-type: none"> <li>The principal has also demonstrated a record of professional development opportunities linked to the needs of each faculty member.</li> <li>The principal personally participates in professional development to demonstrate a commitment to lifelong learning.</li> </ul>	<ul style="list-style-type: none"> <li>The principal has created learning plans for the faculty based upon identified needs.</li> <li>Professional development activities reflect the prioritized needs of these plans.</li> </ul>	<ul style="list-style-type: none"> <li>The principal is aware of differentiated needs of faculty members, but there are few instances of differentiated professional development.</li> </ul>	<ul style="list-style-type: none"> <li>Professional development is typically “one size fits all” and there is little or no evidence of recognition of individual faculty needs.</li> </ul>
3.0 to 4.0		2.0 to 2.9		1.0 to 1.9
				Below 1.0

Comments: \_\_\_\_\_

3.2 Personal participation in leading professional development.	In addition to proficient criteria, <ul style="list-style-type: none"> <li>The principal is also an active participant in teacher-led professional development.</li> <li>Through a commitment of time and intellect, the principal is a learner and is willing to learn from colleagues on a regular basis.</li> <li>The principal shares learning experiences with other leaders and colleagues throughout the system.</li> </ul>	<ul style="list-style-type: none"> <li>The principal devotes faculty meetings to professional development, not announcements.</li> <li>The principal personally leads professional development several times each year.</li> </ul>	<ul style="list-style-type: none"> <li>The principal sometimes devotes faculty meetings to professional development and occasionally shares personal learning experience with colleagues.</li> </ul>	<ul style="list-style-type: none"> <li>The principal displays little or no evidence of new learning.</li> </ul>
3.0 to 4.0		2.0 to 2.9		1.0 to 1.9
				Below 1.0

Comments: \_\_\_\_\_

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increase

**Sample Evaluation Instrument**

Name \_\_\_\_\_

Location/Date \_\_\_\_\_

**PART A: LEADERSHIP DIMENSION**

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
<b>4.0 Management</b>				
4.3 Choices for time/task management reflect a focus on the most important priorities.	In addition to proficient criteria, <ul style="list-style-type: none"> <li>The principal allocates his/her time to ensure that the district achieves its strategic priorities.</li> <li>The principal prioritizes daily tasks which are updated regularly and as priorities change.</li> </ul>	<ul style="list-style-type: none"> <li>The priorities of the organization and the priorities of the principal are closely matched.</li> <li>The principal has a documented history of managing projects and meeting deadlines.</li> </ul>	<ul style="list-style-type: none"> <li>The principal is aware of organizational priorities but the daily operations frequently intrude.</li> </ul>	<ul style="list-style-type: none"> <li>The principal is unaware of or indifferent to organizational priorities.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

4.2 Ensure a Safe School Environment	In addition to proficient criteria, <ul style="list-style-type: none"> <li>The principal institutionalizes values, norms, and practices that promote and enhance shared responsibility among all members of the school community for student achievement through positive climate.</li> <li>The principal facilitates members of the school community in ongoing refinement of their commitment to developing and sustaining an environment that supports the physical, emotional, intellectual, and social well-being of all.</li> </ul>	<ul style="list-style-type: none"> <li>The principal communicates regularly with members of the school community so that they are aware of these expectations and understand their roles in maintaining school safety.</li> <li>The principal implements a range of collaborative activities and processes that contribute to the maintenance of the site as a safe, attractive, warm, and nurturing environment for adults and students.</li> <li>The principal works with students and staff to internalize responsibility for school safety and climate.</li> <li>The principal supports staff and students in exercising leadership to create such an environment.</li> </ul>	<ul style="list-style-type: none"> <li>The principal ensures that appropriate policies, plans, and monitoring activities are in place to maintain the school as a safe environment.</li> </ul>	<ul style="list-style-type: none"> <li>The principal does not ensure a safe school environment</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

APPENDIX B: Part 1-Sample Evaluation Rubric for Base Pay Increases

**Sample Evaluation Instrument**

Name \_\_\_\_\_

Location/Date \_\_\_\_\_

**PART A: LEADERSHIP DIMENSION**

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
<b>4.0 Management</b>				
4.3 Student Discipline	In addition to proficient criteria, <ul style="list-style-type: none"> <li>• Students are self-directed and make a safe learning environment a top priority as demonstrated by their actions.</li> </ul>	<ul style="list-style-type: none"> <li>• The principal makes student-centered responsibility the cornerstone of disciplinary decisions making and provides ongoing opportunities for all students to be heard regarding their physical and emotional safety.</li> </ul>	<ul style="list-style-type: none"> <li>• The principal develops and implements school-wide discipline plans.</li> </ul>	<ul style="list-style-type: none"> <li>• The principal does not develop or implement school-wide discipline plans.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_  
 \_\_\_\_\_

APPENDIX C: Part 2-Sample Evaluation Rubric for Merit Pay Increases

**Sample Evaluation Instrument**

**Name**

**Location/Date**

**PART A: LEADERSHIP DIMENSION**

<i>Leadership Dimension</i>	<i>Exemplary</i>	<i>Proficient</i>	<i>Progressing</i>	<i>Not Meeting Standards</i>
<b>1.0 Student Achievement</b>				
1.1 Student achievement goals and results	<p>In addition to proficient criteria,</p> <ul style="list-style-type: none"> <li>Consistent record of improved student achievement on multiple indicators of student success.</li> <li>Student success occurs not only on the overall averages, but in each group of historically disadvantaged students.</li> <li>Explicit use of previous data indicates that the leader has focused on improving performance.</li> </ul>	<ul style="list-style-type: none"> <li>Goals and strategies reflect a clear relationship between the actions of teachers and leaders and the impact on student achievement</li> <li>Average of the student population improves as does the achievement of each group of students who have previously been identified as needing improvement.</li> </ul>	<ul style="list-style-type: none"> <li>Has established goals related to student achievement that are specific and measurable, but these efforts have yet to result in improved student achievement.</li> </ul>	<ul style="list-style-type: none"> <li>Focuses more on student characteristics than on the actions of the teachers and leaders in the system.</li> <li>Goals are neither measurable nor specific.</li> <li>Has not taken decisive action to change time, teacher assignment, curriculum, leadership practices, or other variables in order to improve student achievement.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

1.2 Use of student achievement data to make instructional leadership decisions in teacher assignment, course content, schedule, and student curriculum based on specific needs for improved student achievement.	<p>In addition to proficient criteria,</p> <ul style="list-style-type: none"> <li>There is clear evidence of the use of data from state, district, building and classroom data to make specific and observable changes in teaching, curriculum and leadership decision.</li> <li>Empowers teaching and administrative staff to draw inferences from data. The principal regularly shares with teachers both successes and failures based on local data analysis.</li> <li>Faculty meetings and professional development meetings are focused on the locally produced academic reports, and there is clear evidence of changes in leadership, teaching, and curriculum as a response to these analyses.</li> </ul>	<ul style="list-style-type: none"> <li>Uses multiple data sources, including state and district assessments.</li> <li>Systematically examines data at the subscale level to find strengths and challenges.</li> <li>Can specifically document examples of decisions and evidence of changes in teaching, assignment, curriculum, assessment, and intervention that have been made on the basis of data analysis.</li> </ul>	<ul style="list-style-type: none"> <li>Is aware of state and district results and has discussed those results with staff, but has not linked specific decisions to the data.</li> <li>Participation in data-driven decision-making workshops, and limited evidence of changes based on data.</li> </ul>	<ul style="list-style-type: none"> <li>Fails to use data, no changes in schedule, instruction, curriculum, or leadership compared to the previous year.</li> </ul>
	3.0 to 4.0	2.0 to 2.9	1.0 to 1.9	Below 1.0

Comments: \_\_\_\_\_

APPENDIX D: Sample Evaluation Instrument Summary Page

**Sample Evaluation Instrument**

Name  
Location/Date

PART 1: LEADERSHIP – Base Pay Performance Evaluation

(Maximum Points = 28)

Points Earned

\_\_\_\_\_ ÷ 28 = \_\_\_\_\_

Total Points Part 1: \_\_\_\_\_

PART 2: LEADERSHIP – Student Achievement- Merit Pay

(Maximum Points = 12)

Points Earned

\_\_\_\_\_ ÷ 12 = \_\_\_\_\_

Total Points Part 2: \_\_\_\_\_

I have reviewed and discussed this evaluation.

\_\_\_\_\_

Administrator Signature

Date

\_\_\_\_\_

Evaluator Signature

Date

## Notes

## Appendix C

### ***DEPUTY SUPERINTENDENT AND CHIEF ACADEMIC OFFICER EVALUATION TOOL Leadership Standards***

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**Standard 1 - SHARED VISION.** An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.

**Standard 2 - CULTURE OF LEARNING.** An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

**Standard 3 - DECISION MAKING.** An education leader promotes personalized student success by accessing and using appropriate data to inform decision making at all levels of the system.

**Standard 4 – MANAGEMENT.** An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.

**Standard 5 - FAMILY AND COMMUNITY.** An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

**Standard 6 – ETHICS.** An education leader promotes the personalized student success by operating in a fair and equitable manner with personal and professional integrity.

**Standard 7 – ADVOCACY.** An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

**Standard 8 - PERSONAL AND PROFESSIONAL GROWTH.** An education leader promotes the personalized student success by supporting professional growth of self and others through practice and inquiry.

**Standard 9 - OBJECTIVE PERFORMANCE STANDARDS.** Section 1073.1 of the Public School Code of 1949 provides that “the employment contract for a district superintendent shall include objective performance standards mutually agreed to in writing by the board of school directors and the district superintendent.” The objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.



**Standard 1 (SHARED VISION) An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \* In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs.
- \* Uses research and/or best practices in improving the educational program.
- \* Aligns and implements the educational program, plans, actions and resources with the district's vision and goals.
- \* Provides leadership for major initiatives and change efforts.
- \* Communicates effectively to various stakeholders regarding progress with school improvement plan goals.
- \* Constructively handles dissent and disagreements within the organization.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one):    4        3        2        1

**Standard 2 (CULTURE OF LEARNING) An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \* Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- \* Articulates the desired school/system culture and shows evidence about how it is reinforced.
  
- \* Systematically and fairly recognizes and celebrates accomplishments of staff and students.
- \* Creates a system that prioritizes the needs of the staff in terms of professional development leading to improved student learning.
- \* Oversees the evaluation of staff and ongoing coaching for improvement.
- \* Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- \* Is highly visible and engaged in the classrooms, schools and student activities.
- \* Delegates appropriately to encourage the empowerment of staff.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one):    4        3        2        1

**Standard 3 (DECISION MAKING) An education leader promotes personalized student success by accessing and using appropriate data to inform decision-making at all levels of the system.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \*Decisions are made after acquiring the best information possible.
- \*Decisions are consistently made in a timely manner appropriate to the situation.
- \*Decisions are consistently made based upon the needs of the students.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4      3      2      1

**Standard 4 (MANAGEMENT) An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \* Complies with state and federal mandates and local board policies.
- \* Has system in place to recruit, select, induct and retain staff to support quality instruction.
- \* Addresses current and potential issues in a timely manner.
- \* Manages fiscal and physical resources responsibly, efficiently and effectively.
- \* Maximizes instructional time by effectively designing and managing operational procedures.
- \* Communicates effectively with both internal and external audiences about the operation of the school/system.
- \* Has systems in place to monitor budget.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4      3      2      1

**Standard 5 (FAMILY AND COMMUNITY) An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \* Engages families and community by promoting shared responsibility for student learning and support of the education system.
- \* Facilitates the connections of students and families to the health and social services that support a focus on learning.
- \* Mobilizes community resources to support individual student success.
- \* Collaboratively establishes a culture that welcomes and honors families and seeks ways to engage them in student learning.
- \* Evaluates staff and provides ongoing coaching for improvement.
- \* Promotes collaboration with all stakeholders.
- \* Is easily accessible and approachable to all stakeholders.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one): 4      3      2      1

**Standard 6 (ETHICS) An education leader promotes the personalized student success by operating in a fair and equitable manner with personal and professional integrity.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \* Models values, beliefs and attitudes that inspire others to higher levels of performance.
- \* Fosters and maintains supportive professional relationships with staff.
- \* Demonstrates appreciation for and sensitivity to diversity within the school community.
- \* Is respectful of divergent opinions and of different points of view within the boundaries of the values and mission of the organization.
- \* Acts in accordance with the letter and spirit of the law.
- \* Meets commitments, verbal, written and implied.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one):    4       3       2       1

**Standard 7 (ADVOCACY) An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \* Collaborates with community agencies and other decision makers to improve students' well-being.
- \* Advocates for policies and practices to improve the welfare of students.
- \* Communicates with all constituencies to advance the mission and goals of the district.
- \* Communicates with all constituencies to advance the mission of public education.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one):    4       3       2       1

**Standard 8 (PERSONAL AND PROFESSIONAL GROWTH) An education leader promotes the personalized student success by supporting professional growth of self and others through practice and inquiry.**

*Below are examples of behaviors that indicate success in meeting this standard:*

- \*Engages in periodic quality reflection and self-evaluation.
- \*Seeks feedback from others internal and external to the school community.
- \*Sets personal and professional job-related goals that are connected to the system’s mission, vision and goals.
- \*Participates in professional development opportunities to extend and expand upon one’s knowledge, skills and competencies, including performance coaching if appropriate.
  
- \*Arranges for the personal and professional development of others within the system, including the school board.
- \*Reads professionally and seeks to stay abreast of current education and leadership research and theory.
- \*Engages in activities to promote personal well-being.
- \*Seeks to ensure that the resources for the above are available.
- \*Uses current research and theory about effective schools and leadership to develop and revise his/her professional growth plan.

Rate on a scale of 1 to 4 where 4 is high and 1 is low (circle one):    4       3       2       1



**Standard 9 (OBJECTIVE PERFORMANCE STANDARDS)** Objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.

It is suggested that five or fewer standards be used annually to keep the focus on the district’s most critical items. Note: Section 1073.1 requires that the board to post the mutually agreed to objective performance standards on the school district’s website. Upon completion of the annual performance assessment, the board shall post the date of the assessment and whether or not the superintendent met the agreed-to objective performance standards. It does NOT require the evaluation itself to be posted.

d:

*Below are criteria that should be considered when developing objective performance standards.*

- \* Standards must be clear and readily understandable so as to leave little room for misunderstanding by both the superintendent and members of the board.
- \* Standards must be within the scope of the superintendent’s control. They must only be held accountable for matters that are within their direct control.
- \* Standards must be focused on district priorities by limiting the number of objective performance standards to the most important priority areas. PASA suggests no more than 5.
- \* Standards must be directly aligned with the goals of the district as approved in board- approved documents such as the district’s mission and vision statements, strategic plan, superintendent’s job description or board policies.
- \* Standards should be designed to stretch, but not exceed, the capacity of the district in terms of time, talent and resources.
- \* Standards must be readily measurable as determined through available quantitative data and/or through observation of activities/behavior.
- \* Standards must have a clear timeframe for achievement – or reasonable benchmarks to measure progress.

**Objective Performance Standards**

**Met/Did  
Not Meet**

1.		
2.		
3.		
4.		
5.		

**Evaluation Summary**

**Rating**

**Standard 1 - SHARED VISION**

\_\_\_\_\_

**Standard 2 - CULTURE OF LEARNING**

\_\_\_\_\_

**Standard 3 - DECISION MAKING**

\_\_\_\_\_

**Standard 4 – MANAGEMENT**

\_\_\_\_\_

**Standard 5 - FAMILY AND COMMUNITY**

\_\_\_\_\_

**Standard 6 – ETHICS**

\_\_\_\_\_

**Standard 7 – ADVOCACY**

\_\_\_\_\_

**Standard 8 - PERSONAL AND PROFESSIONAL GROWTH**

\_\_\_\_\_

**Standard 9 - OBJECTIVE PERFORMANCE STANDARDS: (Met/Did Not Meet)**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_