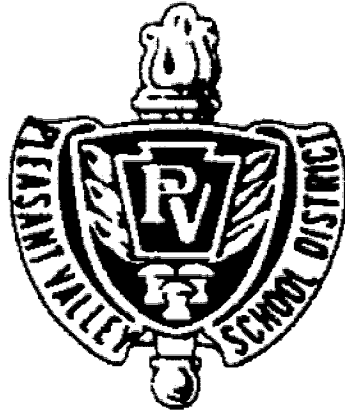


PLEASANT VALLEY SCHOOL DISTRICT
Brodheadsville, PA 18322



ACT 93

Administrator Compensation Plan
FOR:

2018 – 2019

2019 – 2020

2020 – 2021

The Pleasant Valley School District will not discriminate in its educational programs, activities, or employment practices, based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, or any other legally protected classification.

For information regarding civil rights or grievance procedures, contact the Title IX/Section 504 Coordinator at Pleasant Valley School District Administration Building, Rte. 115, Brodheadsville, PA 18322. Telephone: 570-402-1000, ext. 1209.

PLEASANT VALLEY SCHOOL DISTRICT
Brodheads ville, PA 18322

ADMINISTRATOR COMPENSATION PLAN

For The

2018 – 2019

2019 – 2020

2020 – 2021


School Years

For

Act 93 Administrators

Administrative Representative:

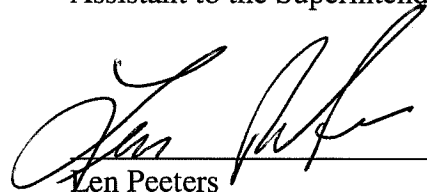
Date: 10/31/18



Ken Newman
Assistant to the Superintendent

Board of Education:


Date: 10/30/18



Len Peeters
School Board President

Attest:

Date: 10/31/18



Susan Famularo
School Board Secretary

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PLEASANT VALLEY SCHOOL DISTRICT
Brodheadsville, PA 18322

ADMINISTRATOR COMPENSATION PLAN

For The

2018 – 2019

2019 – 2020

2020 – 2021

School Years

As per Act 93 of 1984, 24 P.S. 1164, "School Administrator" shall mean "any employee of the school district entity below the rank of district superintendent, executive director, director of vocational-technical school, assistant district superintendent or assistant executive director, but including the rank of first level supervisor, who by virtue of assigned duties is not in a bargaining unit of public employees as created under the Act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act."

At Pleasant Valley, this Agreement would include, but not be limited to, all individuals serving in the capacity of:

Assistant to the Superintendent
High School Principal
High School Associate Principal
High School Assistant Principal
Middle School Principal
Middle School Assistant Principal
Elementary Principal
Elementary Assistant Principal
Director of Food Services
Mathematics Supervisor
Reading Supervisor
Special Education Director
Special Education Supervisor
Director of Support Services
Director of Maintenance
Cyber Academy Coordinator /
Technology Services
Network Administrator
Coordinator of Child Accounting
ACCESS Coordinator
Accountant

Administrative Assistant to the Business
Manager
Director of Curriculum and Instruction
Director of Technology

SALARY COMPENSATION

Administrator Compensation Plan Duration

2018 – 2019 / 2019 – 2020 / 2020 – 2021

This is an Administrator Compensation Plan approved by the Pleasant Valley School Board on *September 27, 2018*, including a Salary Compensation Plan for all administrators and supervisors (hereinafter known as "administrators"). Salary determinations for the term of this Agreement are defined as follows:

Administrators will receive a salary increase of 3.5 % for the 2018-2019 and 2019-2020 and 2020-2021 school year.

Prior to July 1 of each year of this Agreement, the superintendent of schools shall formally evaluate each administrator. Any administrator who receives a rating of below satisfactory by the superintendent shall not receive the salary increase as stated above. On February 1 following the annual evaluation, the affected administrator shall be re-evaluated by the superintendent. In the event said administrator receives a rating of satisfactory or better at that time, he/she shall receive the salary increase effective immediately which shall not be retroactive. In the event said administrator is again rated below satisfactory, then he/she will not be eligible until July 1 of the next fiscal year for a salary increase based upon the subsequent evaluation of said administrator. Undistributed salary increases shall not be distributed to any other administrator for any reason whatsoever and remain the property of the district.

In the event a new administrator is hired by the district, his/her salary shall be determined by the Board of Education in accordance with the Public School Code of 1949, as amended.

The superintendent may recommend to the Board, a salary adjustment increment in any year of this Agreement, if he/she feels the salary proposed for a particular administrator is not warranted or inappropriate for the position and duties of said administrator.

Any administrator earning a Doctorate degree from a fully accredited college or university shall receive a salary increase of \$4,000.00. For classwork past the certificate required for their specific job (principals certificate, reading supervisors certificate, etc) and if the administrator is enrolled in an approved doctoral program the salary increase will be given in the following increments at the time of receipt of official transcripts verifying credits. The full amount shall not exceed or be less than \$4,000 at the awarding of the degree regardless of the total number of credits taken:

30 credits-\$2,000
Ed.D./Ph.D.- \$2,000

Non-professional support staff supervisors will receive a \$750 salary increase upon matriculation to an Associate Degree in an appropriate and approved area.

I. INSURANCE

1. Health and Medical Insurance

Administrators shall receive a benefit plan of family medical coverage equal to the plan as set forth within the Board and PVEA, as provided for in the negotiated Agreement between those parties. The administrators covered by this Administrator Compensation Plan will also contribute an amount equal to ten dollars (\$10) more than negotiated employee contribution contained in the PVEA professional staff Collective Bargaining Agreement.

2. Dental Insurance

Administrators shall receive a benefit plan of family dental coverage equal to the plan as provided for in the negotiated Agreement between the Board and PVEA.

3. Group Term Life Insurance/Additional Purchase Provision

Life Insurance for administrators shall equal two times their annual salary up to a maximum of \$150,000.00. Each administrator shall receive a minimum of \$100,000.00 in life insurance coverage. Administrators shall have the right to purchase additional increments of life insurance coverage in accordance with the policy provisions at their own expense at rates determined by the district.

4. Disability/Income Protection Plan

A disability/income protection plan insurance for administrators shall provide equal or superior coverage and quality as that set forth in the current Pennsylvania School Board Association long term disability insurance plan.

5. Insurance Benefits for Retired Employees

All eligible retired Act 93 administrators shall receive single coverage health insurance at the level for all professional staff for up to 10 years or until an individual becomes eligible for Medicare, whichever comes first, with premiums paid by the district. An eligible retired Act 93 administrator will be required to pay for any eligible dependent coverage that he/she elects. In order to be eligible for health insurance coverage after retirement, an Act 93 administrative employee must have either twenty (20) years of total service in the Pleasant Valley School District or a total of ten (10) years of administrative service in the Pleasant Valley School District.

Retirement Compensation may be utilized by administrators hired prior to July 1, 2015 for the purpose of health and/or long-term care insurance payments upon retirement from the Pleasant Valley School District. The amount of compensation shall equal the number of years of service to the Pleasant Valley School District divided by Thirty Five (35) then multiplied by the eligible employee's calculated sabbatical exchange escrow amount.

6. Family Vision Coverage

Administrators shall receive a benefit of Family Vision Coverage equal to or better than the current plan.

II. LEAVES OF ABSENCE

1. Sick Leave

- a) Twelve month administrative employees will receive Fifteen (15) sick days at the beginning of each fiscal year. These may accumulate with no maximum cap. Each school year, up to five (5) sick days may be used to care for a sick child, newborn or other member of the employee's immediate family household or an employee's parent who may live outside the employee's household.
- b) The parties hereby agree to meet and discuss the possible establishment of an administrative sick day "bank".
- c) Sick Leave Incentive: Each administrator will be entitled to receive an incentive based on the number of unused sick days from the afforded fifteen (15) days issued each year. This will be calculated June 30th each year based on the chart below. Payment will be made with the first pay in the new agreement year. Unused sick days will continue to accumulate.

Sick Leave Incentive Chart		
Unused sick days		Incentive
10 or more		\$300
8-9		\$225
6-7		\$140

2. Personal Leave

- a) Each administrator shall be entitled to three (3) personal days per school year.
- b) Unused personal days may be accumulated and carried over from year-to-year up to a maximum of five (5) days by informing the school district business manager, in writing, no later than June 1 of each school year. In the event the business manager does not receive notification as aforementioned, all unused non-accumulated personal days will be credited to an individual's sick days.

3. Vacation

- a) Each administrator shall receive twenty (20) days of vacation leave during the school year. An administrator may accumulate a total maximum of thirty (30) days of vacation leave. Any unused non-accumulated vacation days shall be credited to an individual's sick days.
- b) A statement of annual accumulated sick and vacation leave time shall be issued to administrator by July 1 of each school.
- c) Any new administrators hired after the effective date of this Administrator Compensation Plan who have the need to use leave days in advance of having earned said days, shall make an application to the superintendent of schools, who may award additional days, if the request is warranted, at his/her discretion.
- d) Consecutive vacation days exceeding 2 weeks may only be taken if approved by the superintendent prior to the date of leave.

4. Child Bearing/Child Rearing Leave

Each administrator shall be entitled to child bearing/child rearing leave in accordance with district policy provisions and any other applicable federal or state statutes, laws and judicial decisions.

5. Sabbatical Leave

Administrators shall be granted sabbatical leave in accordance with the provisions set forth in Sections 1166, 1167, 1168, 1169, 1170, and 1171 of the Pennsylvania Public School Code of 1949, as amended, upon recommendation of the superintendent of schools and approval of the Board of Education.

6. Bereavement Leave

Each administrator shall be permitted three (3) days of paid leave for the death of an immediate family member. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, near relative who resides in the same household, or any other person with whom the employee has made his/her home. One (1) day shall be allowed for the death of a near relative. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. Additional days may be granted by the superintendent, if in his/her judgment, the days are warranted. In addition, each administrator shall be entitled to use up to three (3) days of unused sick days for bereavement leave.

7. Jury Duty Leave

Each administrator shall be entitled to receive jury duty leave in the event said administrator is called upon to serve on a jury in the state or federal courts of the Commonwealth of Pennsylvania. Salaries and benefits for such administrators shall continue during the term of such leave, as long as said administrator reimburses the school district the amount received from said courts as payment for jury duty.

III. OTHER BENEFITS

1. Education Reimbursement

In order to encourage professional growth and training for the administrative staff, the school district shall pay tuition in accordance with the following guidelines:

- a) Courses taken for which reimbursement is claimed shall be submitted to the superintendent of schools for his/her approval prior to registering for the course.
- b) Payment to the administrator shall be an advance at the rate of 100% of the actual tuition cost incurred to a limit of \$800 per doctoral credit, \$500 per graduate level credit, for up to 12 credits per fiscal year, which shall not include other fees and costs charged to the administrator by the college or university.
- c) Courses taken shall be from an accredited college or university.
- d) In order to be eligible for reimbursement and/or not be required to refund the tuition advancement, each administrator must earn in said course a grade of B or better.
- e) Administrators shall be responsible to purchase all required textbooks at his/her own expense. The District shall not purchase textbooks for the professional library.
- f) *With regard to requests for undergraduate credit reimbursement, such requests by Act 93 members shall be reviewed on a case by case basis. Such reimbursement shall be made through an MOU so long as the credits being taken are in the specific field or assignment of the individual seeking such reimbursement.*
- g) The administrator must remain an employee of the School District in any capacity for a term of thirty-six (36) consecutive months following completion of the course work, otherwise the cost of said course shall be returned to the district as follows:

<u>Time Period</u>	<u>Amount of Repayment</u>
Less than but not equal to one (1) year	100%
One year but less than two (2) years	66%
Two years but less than three (3) years	33%
Greater than or equal to three (3) years	Zero

The payback period shall begin on the date of the submission of the transcript/grades to the superintendent.

In the event an administrative position is eliminated and no other position is available for the administrator within the district, the administrator shall not be subject to the payback provision of Section III.1 (f).

Section III.1 (f) shall be in effect under-any of the following circumstances:

- An administrator is terminated for cause; or
- An administrator voluntarily resigns; or
- An administrative position is eliminated and the affected administrator declines a position offered within the district; or
- An administrator voluntarily retires

2. Dues of Approved Professional Organizations

The school district shall pay professional association dues not to exceed \$400 per year for the membership of each administrator in said association of his/her choice, subject to approval by the superintendent of schools that the association is directly related to the position held by said administrator.

3. Severance/Termination

Upon retirement from the Pleasant Valley School District, the employee's monetary compensation disbursement for unused sick and vacation days will be placed directly into one of the school district's approved Enhanced TSA Programs in the retiree's name. The Board of Education will pay to each employee retiring and eligible to receive a pension from the Public School Employees Retirement System sixty (\$60) dollars per day if the employee has 50% or less than PV-earned sick days and seventy (\$70) dollars per day if the employee has more than 50% of PV-earned sick days. Unused vacation days will be paid at the retiree's per-diem rate.

Upon non-retirement separation from Pleasant Valley School District, compensation for unused vacation days will be made directly to the employee. Unused sick days will not be reimbursable.

4. Payment of Salary

Administrators shall be paid bi-weekly with the pay dates concurrent with the payment of all PVEA members.

5. Mileage/Telephone Reimbursement

- a) Mileage shall be reimbursed to administrators in an amount in accordance with the rules and regulations of the Internal Revenue Code. Travel within the confines of the Brodheadsville campus shall not be reimbursed.
- b) Telephone calls made by an administrator from his/her home for school purposes shall be reimbursed upon submission of the necessary and appropriate documentation.

6. Home/Car Vandalism

The district shall pay the cost incurred by the administrator due to vandalism to the home or car of said administrator provided the vandalism is related to the employment and duties performed by said administrator. The applicable insurance deductible shall not exceed \$500 per occurrence. In the event that an incident of vandalism occurs as aforementioned, a committee consisting of the superintendent, a Board member, and another administrator shall meet to determine whether or not the vandalism is related to the employment and duties of the administrator.

7. Personnel Files

Examination of personnel files of an administrator can only be conducted by the Board of Education as an entire body with the superintendent of schools after prior notification to the administrator and with good cause shown for said review. A notation of the date and time and the individuals reviewing said file shall be recorded and contained therein.

8. Liability Clarification

The school district shall provide a defense and pay all costs and fees associated therewith in the event a person shall institute legal action against an administrator which has arisen from the performance of his/her regular and customary duties as set forth in their job description and approved by the Board of Education. In the event any court of competent jurisdiction shall determine liability by any such administrator, the district shall indemnify and hold such administrator harmless, which includes the payment of legal costs, damages, awards, etc. Such indemnification shall not include liability for any intentional negligent act.

9. General Provisions

- a) All the benefits contained in this Administrator Compensation Plan between the school district and the administrators are in addition to any such benefits incorporated within the PVEA Collective Bargaining Agreement, excluding items in Provision 13 contained herein.
- b) Any additional and/or improved benefit received by other employees of the district as negotiated that are not specifically set forth in this Administrator Compensation Plan/or that do not reduce the benefits specifically stated in this Administrator Compensation Plan, are said to be inclusive, excluding items in Provision 13 contained herein and excluding the Commissioned and Contracted Officers contracts.
- c) All other decisions of the School Board affecting compensation and benefits of those administrators covered by this Administrator Compensation Plan, contained in any approved board policy, shall apply.

10. Administrator Compensation Plan Extension

If, at the expiration of this Administrator Compensation Plan, a new plan has not been approved by the Board of Education, all benefits and salary compensation shall continue until the new Administrator Compensation Plan has been approved by the district.

11. Subsequent Laws and Regulations

In the event any laws, statutes or regulations are enacted subsequent to the date of this Administrator Compensation Plan, the contents of which are inconsistent with any terms or conditions herewith, the provisions of said new law shall take precedence and be controlling the interpretation of this Administrator Compensation Plan.

12. Strike

Administrators are hereby prohibited individually, jointly or severally from participating in any strike, "sick out", "walk out", or any other labor disruption under any circumstances while this Administrator Compensation Plan or extensions thereof are in effect.

13. Other

The following provisions shall be exempt from Provisions 9(a) and 9(b) contained herein:

- a) Total salary compensation package.
- b) Education Reimbursement Provision 1(a-f).
- c) Personnel File Provision 7.
- d) Strike Provision 12.

14. Merit Pay

There will be a \$5,000 pool established annually for the purpose of merit pay. Merit pay will be disbursed on the basis of an above-satisfactory evaluation or a performance rating of 2.0 or higher on the PDE form 82. The annual total sum of \$5,000 shall not be exceeded. The merit pay shall be awarded as a stipend. If an administrator submits their Letter of Retirement 60 days prior to date in which they plan to retire and would be entitled to Merit Pay that year, the Merit Pay would be awarded as a stipend in one lump sum.

15. Longevity Compensation

Longevity compensation will be based on years of service to the Pleasant Valley School District and will be added to the base salary at a rate of \$1000 for every three (3) above satisfactory years of service or 3 years of a performance rating of 2.0 or higher on the PDE form 82.

16. Evaluation

Each member of the Act 93 group will be evaluated annually by the school district superintendent or his/her designee.

17. Comparative Salary Alignment Commitment Agreement

**PLEASANT VALLEY SCHOOL DISTRICT
Brodheadsville, Pennsylvania 18322**

COMPARATIVE SALARY ALIGNMENT COMMITMENT AGREEMENT

THIS AGREEMENT, entered into this day of , by and between
the PLEASANT VALLEY BOARD OF DIRECTORS, (hereinafter referred to as “Board”)
and hereinafter referred to as “Administrator”.

WITNESSETH:

WHEREAS, the Board is aware of the benefits in retaining Administrators
employed by the Pleasant Valley School District, (hereinafter referred to as “District”) in
order to provide consistent and qualified administration of the buildings, the facility and
education of students; and

WHEREAS, the Administrator desires to make a commitment to the District to
remain employed in order to promote academic achievement for all such students in the
District; and

WHEREAS, the Board has offered and the Administrator accepted additional
compensation for services rendered to the District and a further commitment for future
school years as set forth in this Agreement.

NOW THEREFORE, the parties intending to be legally bound hereby to agree as
follows:

1. The Board hereby agrees to pay and the Administrator agrees to accept the
amount of \$ to be added to the base salary of the Administrator who shall be
employed in the position of .

2. The Administrator hereby agrees to remain employed by the District without interruption until at least .

3. The parties mutually agree that in order to be eligible for the additional compensation, the Administrator will be offered this agreement upon initial hiring or must have been rated satisfactory in the school year prior to the year commencing with the execution of this agreement.

4. In the event the Administrator is promoted to another position within the District, the Board agrees to offer a renewal of the salary benefit as set forth in this agreement to the Administrator for such new position.

5. The Administrator hereby agrees to continue his/her commitment of employment with the District for a period of three (3) school years or any portion thereof as specified in paragraph 2 above and defined in paragraph 8 below, subsequent to the execution of this Agreement. In the event the Administrator resigns his/her present position with the District, the Administrator hereby agrees to pay to the District \$ for failure to continue his/her service with the District as aforementioned. This obligation for repayment shall not occur if the Administrator retires from the District, or is terminated for cause either by agreement or by hearing before the Board.

6. In the event the Administrator is required to pay the sum of \$ for his/her failure to complete the terms and conditions of this Agreement, such amount shall be paid, in full, within twelve (12) calendar months from the date the Administrator resigns his/her position with the District. The Administrator further agrees to execute a Judgment Note in the amount due and owing to the District, without interest, acknowledging the repayment as required by this Agreement.

7. In the event the Administrator elects a medical or sabbatical leave during the term of this Agreement, the Administrator agrees to return to service for a cumulative total of three (3) years under the terms and conditions of this Agreement.

8. For newly hired Administrators and for the purpose of this agreement the calculated three (3) year period shall always end on a June 30th date. If hired between July 1st and December 31st the year calculation will be based on that portion of a year counting as one (1) full year. Example: Hire date of 9/30/04 = Agreement fulfillment date of 6/30/07. If hired between January 1st and June 30th the year calculation will be based on that portion of a year not being counted in the term of the Agreement. Example: Hire date of 3/1/05 = Agreement fulfillment date of 6/30/08.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**PLEASANT VALLEY SCHOOL DISTRICT
BOARD OF DIRECTORS**

President

Secretary

Administrator

Witness