



Administrative Compensation Plan Act 93

Approved by FCSD Board of School Directors on June 22, 2020



I. TERM OF COMPENSATION PLAN

Effective July 1, 2020 – June 30, 2025

II. DEFINITION

A. The term “Administrator” shall include the following positions for the purpose of this plan:

1. Elementary Level Principal
2. Secondary Level Principal
 - a. Senior High Principal
 - b. Junior High Principal
 - c. Assistant Principal
3. Director of Pupil Services
4. Director of Curriculum and Instruction
5. Any other PDE Certified Administrative Position created by the Fort Cherry School District Board of Education

B. These positions will be classified as twelve (12) month positions (including 260 days).

Administrators will be granted the following paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year’s Eve, New Year’s Day, Good Friday, Memorial Day, and July 4th. If a holiday falls on a Saturday and/or Sunday, then the paid holiday may be granted the Friday before or the Monday after.

III. THE MANAGEMENT TEAM: A PHILOSOPHY

A. The Management Team is defined as including these groups:

1. The Board of School Directors
2. The Superintendent, any Substitute/Acting Superintendent, and other Commissioned Officers
3. PDE Certified District Administrators

- B. The key to making the management team work is the Superintendent. The Superintendent serves as the "linking pin" between the policy-making team (the Board of Education and Superintendent) and the administrative team (the Superintendent and the Administrators). In working with the Board of School Directors, the Superintendent needs to protect the important administrative prerogatives of one's Principals and Directors. In working with the Administrators, one needs to involve them in decision making without giving up the necessary prerogatives of the policy team.

The Fort Cherry School District Board of Education understands the importance of formally recognizing and maintaining an effective Fort Cherry Administrative Team. Administrative activities and attitudes affect morale, motivation, and performance of both the students and the staff. Therefore, it is the stated policy of the Board of Education to maintain an effective Management Team to strengthen the administration and educational programs and improve communications, decision-making, conflict resolution, and other relationships among the members of the team.

While the Management Team concept places emphasis upon the shared responsibility and authority, nothing in this policy is intended to limit the responsibility and authority of the Board ultimately to make decisions as prescribed by law.

IV. MEET AND DISCUSS PROCEDURES

- A. Under the Management Team Philosophy, during the term of this plan, the Administrative Group may request a meet and discuss meeting with the Board of Education to address concerns involving this agreement or any other business pertinent to the operation of the district.
- B. Such a request should be in writing addressed to the Superintendent who will relay the information to the Board and/or Administration. Such requests should be made with as much advanced notice as possible, but in no case, less than forty-eight (48) hours.

V. COMPENSATION PLAN

A. THE EVALUATION AND RATING PROCESS

- 1. Utilization of PDE evaluation system will be the main component of evaluative measures, specific rubrics according to the State Department will be referenced.

2. **TERMS:** For the purpose of clarity of presentation and understanding, terms commonly utilized in the context of administrator evaluation and rating are intended to have the following meanings:
 - a. Anecdotal Record – a written account giving the factual details of a specific incident or event made contemporaneously with the observation or occurrence of that incident or event.
 - b. Formative Report – a written document describing an aspect or aspects of employee performance, which is considered for the purpose of a summative report.
 - c. Summative Report – a concluding written report and assessment of employee performance; a rating report would represent the most common example.
 - d. Rating – a summative report of employee performance for a given interval of time.
 - e. Satisfactory Rating – an appraisal that an employee meets expected standard of performance.
 - f. Unsatisfactory Rating – an appraisal that an employee fails to meet expected standard of performance.
 - g. Distinguished Evaluation – an appraisal that an employee consistently and substantially exceeds expected standards of performance.

B. PROCESS INVOLVED

1. The supervision, evaluation, and rating of administrators typically involve the following process:
 - a. Observations – The most common means of supervision and evaluation observation of the employee's performance. The duration and/or frequency of the observation of any employee also are within the discretion of the Administration and/or Board of Education. Observations of employees may be conducted at any time. If an observation results in the perception of information likely to be important to the summative rating, an anecdotal record should be prepared.

- b. Plan of Improvement – Where an employee exhibits a weakness in attempting to meet expected standards of performance, the observing or evaluating administrator(s) should identify the performance deficiency to the employee and provide recommendations for improvement of performance or remediation of the deficiency. Such information may be communicated to the employee orally or by means of a written plan of improvement. The development of a written plan of improvement may consider previous evaluations, prior plans of improvement, observations, parental/community and/or student concerns and any prior written communications to the employee. A plan of improvement may be provided at any time during the evaluation and rating process and may be initially provided at the time of issuance of an employee rating.
 - c. Formal Ratings – Based upon formative reports and anecdotal records, the Superintendent will formally rate the employee as either satisfactory or unsatisfactory for the relevant interval of employee performance for the purpose of meeting the requirements of the Public School Code. A formal rating will be reflected in an evaluation form chosen by the Superintendent or Substitute Superintendent. The rating shall rate the employee as satisfactory or unsatisfactory. The Superintendent or Substitute Superintendent shall designate unsatisfactory performance in any of the four categories by placing a check in the block opposite the category designation. The designation of a deficiency in a single category need not always result in a total rating of unsatisfactory, although a deficiency in a single category may be sufficiently serious to warrant a total rating of unsatisfactory. An unsatisfactory rating must be approved by the Superintendent and be supported by anecdotal records.
 - d. Compensation Evaluations – For the purpose of determining eligibility for salary increases pursuant to this compensation plan, administrative employees also will be evaluated as unsatisfactory, satisfactory, or distinguished.
2. An unsatisfactory evaluation will result in no pay increase. A satisfactory evaluation will result in a pay increase of \$2500 per calendar year. A distinguished evaluation will result in an additional stipend of \$1000 for the given calendar year.
 3. The Board, at its sole discretion, may provide merit incentive bonuses that would not be added to base pay, for increases in academic

achievements, such as, but not limited to PVAAS, PSSS, Keystone, or the like.

C. PROTECTION

If any School Administrator, while acting in a prudent manner in the discharge of one's responsibilities, is complained against or sued, the Board will provide legal counsel and render all necessary assistance to the School Administrator in one's defense consistent with the district's obligation under state law. It shall be the responsibility of the School Administrator to bring any such complaint to the attention of the Superintendent in writing as soon as possible.

D. TUITION REIMBURSEMENT

1. The Board shall reimburse each school Administrator for tuition in the amount of one hundred percent of the first eighteen (18) credits per year, at the University of Pittsburgh rate, for furthering their education in the field of educational administration, or other related fields of education. In order to be eligible for reimbursement, the administrator must obtain prior approval by the Superintendent of the course(s) and submit evidence of successful completion. (B- or better grade or P if class is pass/fail.)
2. Administrators receiving tuition reimbursement agree to remain in service in the district for two (2) full school term (July 1 through June 30) following completion of the course for which the district has reimbursed tuition. If an Administrator receives tuition reimbursement, but leaves the district for any reason prior to fulfilling this requirement, the Administrator will be required to pay back the entire reimbursement amount (made within the preceding two (2) full school terms) to the district within 30 days.

E. EDUCATIONAL COMPENSATION

Any administrator that earns a doctorate degree from an accredited university will receive a one (1) time stipend of \$3,000 upon submission of completed documentation.

F. LEAVES

1. No approved leave of absence shall be considered a termination or breach of contract of employment. An employee on an approved leave of absence shall be returned to the same position at the same school or schools where previously employed. For purposes of furlough or demotion, the employee shall have the right to return to one's

position only to the extent one would have remained in such position had the leave of absence not been taken.

2. An Administrator on approved leave shall continue one's membership in the School Employees' Retirement Association. The School District shall pay when required into the School Employees' Retirement Fund on the behalf of each such Administrator the full amount of the contribution required by law to be paid by and on account of such person so that retirement rights shall be in no way affected by such leave of absence.

3. BENEFITS DURING LEAVES

- a. Paid Leaves – All benefits shall continue as if the Administrator were in daily attendance.
- b. Unpaid Leaves – The Administrator shall have the right to pay the full cost of the benefits to retain all applicable fringe benefits.

4. SERVICE INCREMENTS

- a. Paid Leaves – All Administrators shall receive service increments as if they were in daily attendance.
- b. Unpaid Leaves – If the Administrator works more than ninety-three (93) days in any year, one shall receive one's increment.

5. SABBATICAL LEAVES

As restricted by the Pennsylvania Public School Code of 1949 only.

6. BEREAVEMENT LEAVE

1. Administrators shall be granted up to four (4) days of leave at any one (1) time without loss of salary in the event of a death in the professional employee's immediate family.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, grandchild, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

2. Administrators shall be granted up to one (1) day leave at any one (1) time without loss of salary in the event of a death of any professional employee's near relative.

A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

7. DOCTORAL LEAVE

Administrators covered by provisions of this salary/benefit plan shall be eligible for a doctoral leave of absence with full pay during the period of July 1 through December 31 of a single school year. In order to qualify for the doctoral leave of absence, an Administrator:

- a. Must be a student in good standing in a doctoral program at an accredited university.
- b. Must have completed successfully all applicable requirements for the doctoral degree with the exception of the residency and the dissertation.
- c. Must have secured approval from one's dissertation committee for the dissertation project.
- d. Must have completed a minimum of three (3) years of satisfactory service as an Administrator in the district.
- e. Will receive the doctorate within six (6) months following completion of the doctoral leave of absence.
- f. Must agree to return to service in the district for a minimum of three (3) full school terms (July 1 – June 30) following completion of the doctoral leave of absence. Any Administrator failing to return to service for three (3) full school terms will be required to reimburse the entire salary gained while on leave.

8. MILITARY LEAVE

As governed in the School Code.

9. JURY DUTY, ELECTION OFFICE LEAVE, AND LEGAL LEAVE

Leave, with pay, shall be granted to administrators called for jury duty, serve as a witness, or who participate as an election official. The Administrator shall reimburse the district the amount of any fees paid for such service, exclusive of mileage and maintenance expenses.

Administrators shall be entitled to leave time necessary for appearance in any legal proceeding connected with the employee's

employment with the school's system or in any other school related legal proceeding, if the employee is required by law to attend, provided the employee is not the plaintiff.

10. FAMILY AND MEDICAL LEAVE

The District shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations. Nothing in this Agreement shall be construed to lessen or diminish the rights guaranteed under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in this Agreement or are guaranteed by statute, except as specifically provided herein. Any leaves required by the FMLA, however, shall run concurrently with other leaves as provided in this Agreement to the extent permitted by the FMLA.

11. PERSONAL LEAVE

Four (4) days of personal leave will be granted to all Administrators per year cumulative to seven (7) days to be used at the discretion of the Administrator. Any additional days unused beyond the yearly cumulative carry over will transfer to sick days.

12. ILLNESS AND INJURY

- a. An Administrator who is prevented by illness (which shall include disability resulting from pregnancy) or accidental injury from following one's occupation shall receive as pay for each day of absence, up to thirteen (13) days in the same school year in which the illness or accidental injury occurs, the same wage payment said Administrator would have received had said person actually performed one's duties during said period.
- b. Any unused portion of the aforesaid thirteen (13) days absence period may be accumulated in the Board's school district from year to year. Such absence time with pay as may have been accumulated in the Board's school district may be applied in any one or more subsequent school years in the event the Administrator is prevented by illness or accidental injury from following one's occupation. Accumulated sick leave from other school districts may be transferred to the Fort Cherry School District as provided by the Pennsylvania School Code of 1949, as amended and any additional discretion allowed by the Board.

c. In the case of accidental injury while on the job, the Administrator must file a claim for Worker's Compensation within three (3) working days of the accident. If there develops a period of time during which the Administrator is not compensated by the Worker's Compensation Carrier, the Administrator will be permitted to use accumulated sick leave for those periods of non-compensation. An Administrator shall not lose any sick leave days or salary because of an injury resulting from an assault by a student or any Fort Cherry Employee, if said person acted in a proper professional manner as determined by a committee composed of one (1) Superintendent (or designee), one (1) Administrator, and one (1) Board Member.

13. UNPAID LEAVE OF ABSENCE

Leaves without pay shall be granted for the following purposes:

Any Administrator who is unable to fulfill one's job responsibility because of personal illness or disability, as evidenced by a physical statement, and who has exhausted all sick leave and sabbatical leave shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year from the established date of the exhaustion of the above described leaves. At the exhaustion of sick leave and sabbatical leave, if available, the Administrator has the option to assume payments for the benefits provided during the unpaid leave of absence.

G. MEDICAL BENEFITS

Administrators' medical benefits will coincide with the benefit package granted to professional employees under the collective bargaining agreement.

The buy-out provision of the Fort Cherry School District Major Medical/Prescription Drug Program (the program) for current Administrators, those employed on or before May 1, 2015, may remain at a rate of 80% of the program for which the employee is eligible. That amount will be included in regular pay.

The buy-out provision of the Fort Cherry School District Major Medical/Prescription Drug Program (the program) for Administrators hired after May 1, 2015 is the buy-out reimbursement for the professional employees, which is single rate of the professional employee collective bargaining agreement.

In order to participate in the buy-out program, the employee must be covered under a similar health program. If for some reason the employee desires to be reinstated in the District health program, the normal rate of premium co-pay will be deducted from the employee's pay.

Any additional medical, dental, or vision benefits to and co-payments for the professional employees during the length of this agreement shall automatically be included in this agreement for Administrators.

H. VACATIONS

Each twelve (12) month Administrator shall be entitled to twenty (20) paid vacation days per year. A maximum of five (5) days may be carried over each year. Any additional days unused beyond the yearly cumulative carry over will transfer to sick days.

I. LIFE INSURANCE

The Board shall provide a term life insurance policy in the amount of \$100,000 for each Administrator.

J. PROFESSIONAL MEMBERSHIP

The Board shall provide membership dues for Administrators wishing to join either NAESP or NASSP and/or ASCD. An Administrator could substitute another professional organizational membership. However, the cost shall not exceed membership dues for the aforementioned organization.

K. MILEAGE

The district shall allow mileage to Administrators for distance incurred as a result of required/requested/pre-approved (by Superintendent) administrative duties performed for the district. The current IRS allowance shall be used for reimbursement purposes.

L. ANY BENEFITS

Any benefits that may be awarded to the professional employees through the collective bargaining process may be added to this agreement upon agreement with the School Board of Directors.

M. PROTECTION OF ADMINISTRATORS, STUDENTS, AND PROPERTY

1. REASONABLE FORCE

An Administrator may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

2. WORK RELATED INJURIES

Absence because of injury incurred in the course of the professional employee's employment shall not be charged against the employee's sick day leave. If the employee elects not to take sick leave, he or she will not be paid for the day.

3. PROTECTION OF EMPLOYEE

A. The Board shall establish a fund of one thousand dollars (\$1,000) annually for the purpose of reimbursement of Administrators for any loss, damage, or destruction of personal property of such employee incurred while in acting in the discharge of his/her duties and while on School District property. Allowance for such damage may not exceed the actual cash value of such personal property.

By no means shall the maximum amount of such fund exceed one thousand dollars (\$1,000) annually. If, during any school year the total of this fund should be exhausted, no further reimbursement shall be made to any Administrator suffering a loss. Any amount that is not distributed shall "rollover" into the next school year to an amount not to exceed two thousand dollars (\$2,000), which shall be available for distribution in that year. The maximum amount of the school district's obligation to contribute to the fund in any one (1) year shall be one thousand dollars (\$1,000) and the amount of the fund shall not exceed two thousand dollars (\$2,000) in any one (1) year. In order to obtain reimbursement, an Administrator must submit the original receipts to verify the loss or damage for the school district to maintain in its permanent records. Under no circumstances shall an Administrator be reimbursed from the fund, if the employee elects to be reimbursed by insurance or from some other source.

B. The Board shall adopt a policy relative to the dispensing and administration of medication to students in the event a school nurse or designee is not available.

N. ADMINISTRATIVE HOURS

Attendance at Board meetings is not mandatory in lieu of a monthly written report to the Superintendent's Office. If the Board of School Directors requires the presence of an Administrator at its regular meeting or work session, notification to the Administrator should be given through the Superintendent's office.

O. CLEARANCES

The District will reimburse the Administrative employee any costs associated with gaining state mandated clearances upon submission of receipt showing no record/no conviction findings.

P. RETIREMENT AND EARLY RETIREMENT BONUSES

In the event an Administrator retires during the length of this agreement; the Fort Cherry School Board/District agrees to the following:

1. The retirement must be a voluntary from the PA Public School Retirement System.
2. The Administrator shall give written notice to the Superintendent, as per teacher contract or board discretion.
3. During the period between retirement and attaining age sixty-five (65), when the Administrator becomes eligible for Medicare health benefits or for health benefits under a comparable "state health benefit plan" as defined by the Equal Employment Opportunity Commission's ADEA Regulation, the eligible retired employee may continue participation in the District's Hospitalization Program or obtain of their own insurance carrier, the District will pay up to six hundred (\$600) per month to the insurance carrier and the retired Administrator paying the remainder of the premium .

4. Administrator bonus will be based on years of tenure in the District:

0-3	\$5000
4-10	\$10,000
11-15	\$15,000
16-20	\$20,000
21+	\$25,000

5. Pay \$75.00 for each day of unused sick leave.

TERM OF AGREEMENT

The Term of Agreement for the following compensation plan shall **begin July 1, 2020 and shall continue in full force and effect until June 30, 2025.**

Approved this 22nd day of June, 2020.

Fort Cherry School District
Board of School Directors
McDonald, Pennsylvania 15057

Jeanine Miller
President of School Board

Dale
Administrative Spokesperson

ATTEST Jessica
Secretary to the School Board