

ACT 93 EVALUATION AND COMPENSATION PLAN



EFFECTIVE DATES
JULY 1, 2019 THROUGH JUNE 30, 2025

CARLYNTON SCHOOL DISTRICT
435 Kings Highway
Carnegie, PA

Made this 22nd day of June, 2021 in accordance with Act 93, between the Carlynton Board of School Directors and the Carlynton Administrators.

The Carlynton Board of School Directors believes that a thorough and efficient school system is vital in providing the best educational program for the pupils of the District. It is, therefore, incumbent upon the Board to pursue a policy with its Administrators that is in keeping with efficiency, quality and fairness, which includes a management team concept, meet and discuss procedures, evaluation procedures, compensation plan, and a fringe benefit program.

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

- A. Building Level Leader
 - a. Elementary Principal
 - b. Junior/Senior High School Assistant Principal
 - c. Junior/Senior High School Principal
- B. District Level Leader
 - a. Director of Curriculum, Instruction, & Assessment
 - b. Director of Special Education & Pupil Services
 - c. Director of Maintenance & Facilities*
 - d. Supervisor of Information Technology*
- C. Act 93 Members at Large
 - a. Assistant Director of Fiscal Affairs and Budget*

*non-professional positions

Job descriptions are written statements of the job content for each Act 93 Employee in the Carlynton School District. Job descriptions are dynamic and are subject to review and/or revision. A job description review may be initiated by the employee or the employee's supervisor. The review may be required for additions, deletions, or alterations to the current areas of responsibilities and related duties. The mid-year and end of year evaluation conferences provide the opportunity for the employee and their supervisor to review the job description.

I. Management Team Concept

The management team concept is a means whereby educational policies and administrative procedures that govern the District's educational program and other operations are arrived at through shared responsibility. Final legal authority, however, must ultimately rest with the Board of Education.

II. Meet and Discuss Procedures

Personnel defined as administrative under Act 93 have the right to “meet and discuss” with the Board if they so request. It is understood and agreed by the Board that the Act requires that a majority of those defined as “administration” in the District may request the right to “meet and discuss” in “good faith.”

III. Term

The term of this agreement begins July 1, 2019 and expires on June 30, 2025.

IV. Performance Evaluation of Building Level Leaders

The evaluation process is one in which the supervisor, in joint effort with the employee, assesses the major areas of responsibility in terms of expected results, and uses these results as a means of evaluation using the Pennsylvania Effectiveness System in Act 82 of 2012 and revisions outlined in Act 13 of 2020. The Principal Effectiveness Evaluation Assessment Rubric uses the following:

- 1) Observation and Practice - 70%
 - a) Evaluator Assessment enables the supervisor to examine the strengths and areas of needed improvement for those whom they supervise.
 - i) Employee Self-Assessment is a valuable exercise to assist in the completion of the Observation and Practice Score.
 - ii) Shall include a portfolio of evidence and written assessment that details successful completion of all areas of the employee’s job description.
- 2) Building Level Data - 10%
 - a) As defined by Act 13 and related to Academic Achievement (State Assessments), Academic Growth (PVAAS), Attendance, and Graduation.
- 3) Performance Goals - 20%
 - a) As defined by the PVAAS and growth correlation score

Performance Rating Scale

The Educator Effectiveness Act of 2012 and revisions under Act 13 of 2020 includes the use of the Future Ready Index and Academic Growth data (PVAAS) to evaluate principals. These data are generally not available until October of each year for the preceding school year, therefore, building level leaders shall be issued a provisional rating by June 30 of each school year. These data will not be used for evaluation if they are not provided by the state. Final ratings shall be issued to building level leaders after performance and growth data are applied to the provisional ratings. The Final Ratings shall be shared with the individual employees by December 30 in each year of this Agreement.

Provisional and Final Ratings Criteria:

1. Distinguished - Performance shows high achievement of instructional leadership in areas of responsibility as demonstrated in the evaluation process. Established performance goals must be approved, documented, and achieved. A rating of Distinguished demonstrates high achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012 and Act 13 of 2020.
2. Proficient - Performance shows attainment of position description areas of responsibility and overall demonstration of leadership and management skills and performance that meets the high standards of the Carlynton School District as demonstrated in the evaluation process. A rating of Proficient demonstrates the educator has met the expectations of achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012 and Act 13 of 2020.
3. Needs Improvement - Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of efficiencies and is motivated to improve. A rating of Satisfactory Needs Improvement demonstrates the educator has not met the expectations of achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012 and Act 13 of 2020.
4. Unsatisfactory - Lack of improvement on previously identified deficiencies or performance demonstrates serious deficiencies in attainment of established standards for the position description. Individual consistently demonstrates poor performance and judgment in meeting school district expectations. A rating of Unsatisfactory demonstrates the educator has serious deficiencies and is failing in their impact on achievement and effective leadership as defined by the Principal Effectiveness Rubric and Act 82 of 2012 and Act 13 of 2020.

Annual Evaluation Process

The evaluation process is one in which the supervisor, in a joint effort with the employee, assesses the major areas of responsibility using the Principal Effectiveness Rubric, the employees job description, building level data, and performance goals. The evaluation process involves the following steps:

1. Review previous year's performance and discuss performance goals and expectations for the upcoming school year by June 30 of each year.
2. Finalize performance goals for upcoming school year by July 31 of each year.
3. Conduct interim mid-year review to provide feedback on employee's performance, which includes the Principal Effectiveness Rubric, performance goals, and job description between December 1 and January 31 of each year.
4. The employee conducts a written self-evaluation using the Principal Effectiveness Rubric, performance goals, and job description by May 15 of each year.

5. The supervisor completes a narrative evaluation based on the employee's performance in relation to the Principal Effectiveness Rubric, performance goals, and job description then issues a provisional rating by June 20 of each year.
6. The supervisor issues a final evaluation by incorporating building level data using the PDE 82-2 by December 31 of each year.

Whenever an Employee is rated unsatisfactory or needs improvement, the evaluator, in consultation with the Superintendent, will list areas of deficiency and develop an improvement plan. Employees who believe that their performance evaluation has been inaccurately assessed, shall have an appeal to their supervisor, next to the Superintendent, and finally to the Board. The Board will have the final decision on all appeals. Appeals must be initiated in writing within a ten-day period of receipt of the final evaluation.

The Superintendent will develop a procedure to collect evidence related to the areas identified above. Any relevant state or federal law or statute shall supersede the tools and procedures used for evaluation in the Carlynton School District.

V. Performance Evaluation Criteria for District Level Leaders

Final Ratings Criteria:

1. Distinguished - Performance shows high achievement of leadership in areas of responsibility as demonstrated in the evaluation process. Established performance goals must be approved, documented, and achieved. A rating of Distinguished demonstrates high achievement and effective leadership.
2. Proficient - Performance shows attainment of position description areas of responsibility and overall demonstration of leadership and management skills and performance that meets the high standards of the Carlynton School District as demonstrated in the evaluation process. A rating of Proficient demonstrates the employee has met the expectations of achievement.
3. Needs Improvement - Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of efficiencies and is motivated to improve. A rating of Satisfactory Needs Improvement demonstrates the leader has not met the expectations of achievement and effective leadership.
4. Unsatisfactory - Lack of improvement on previously identified deficiencies or performance demonstrates serious deficiencies in attainment of established standards for the position description. Individual consistently demonstrates poor performance and judgment in meeting school district expectations. A rating of Unsatisfactory demonstrates the employee has serious deficiencies and is failing in their impact on achievement and effective leadership.

The Superintendent will develop a procedure to collect evidence used to evaluate District Level Leaders. Any relevant state or federal law or statute shall supersede the tools and procedures used for evaluation in the Carlynton School District.

The evaluation process is one in which the supervisor, in a joint effort with the employee, assesses the major areas of responsibility in terms of expected results, and uses these data as a means of evaluation in combination with District level data, the Future Ready Index, and Principal's Effectiveness Rubric when applicable. The evaluation process involves the following steps:

1. Review previous year's performance and discuss performance goals and expectations for the upcoming school year by June 30 of each year.
2. Finalize performance goals for upcoming school year by July 31 of each year.
3. Conduct interim mid-year review to provide feedback on employee's performance, which includes performance goals, job description, and elements of the Principal's Effectiveness Rubric where applicable between December 1 and January 31 of each year.
4. The employee conducts a self-evaluation using performance goals, job description, and elements of the Principal's Effectiveness Rubric where applicable by May 15 of each year.
5. The supervisor completes a narrative evaluation based on the employee's performance in relation to the performance goals, job description, and elements of the Principal's Effectiveness Rubric where applicable then issues a provisional rating by June 20 of each year.
6. The supervisor issues a final evaluation by December 31 of each year.

Whenever an Employee is rated unsatisfactory or needs improvement, the evaluator, in consultation with the Superintendent, will list areas of deficiency and develop an improvement plan. Employees who believe that their performance evaluation has been inaccurately assessed, shall have an appeal to their supervisor, next to the Superintendent, and finally to the Board. The Board will have the final decision on all appeals. Appeals must be initiated in writing within a ten-day period of receipt of the final evaluation.

VI. Performance Evaluation Criteria for Members at Large

Final Ratings Criteria:

1. Distinguished - Performance shows high achievement in areas of responsibility as demonstrated in the evaluation process. Established performance goals must be approved, documented, and achieved. A rating of Distinguished demonstrates high achievement and effective leadership.
2. Proficient - Performance shows attainment of position description areas of responsibility and overall demonstration management skills and performance that meets the high standards of the Carlynton School District as demonstrated in the evaluation process. A rating of Proficient demonstrates the employee has met the expectations of achievement.
3. Needs Improvement - Performance shows deficiencies in attainment of established standards of the position description, and requires improvement in order to meet school district expectations; individual is aware of efficiencies and is motivated to improve. A rating of Satisfactory Needs Improvement

demonstrates the employee has not met the expectations of achievement and effective leadership.

4. Unsatisfactory - Lack of improvement on previously identified deficiencies or performance demonstrates serious deficiencies in attainment of established standards for the position description. Individual consistently demonstrates poor performance and judgment in meeting school district expectations. A rating of Unsatisfactory demonstrates the employee has serious deficiencies and is failing in their impact on moving the organization forward.

The Superintendent will develop a procedure to collect evidence used to evaluate Members at Large. Any relevant state or federal law or statute shall supersede the tools and procedures used for evaluation in the Carlynton School District.

The evaluation process is one in which the supervisor, in a joint effort with the employee, assesses the major areas of responsibility in terms of expected results, and uses these data as a means of evaluation in combination with District level data. The evaluation process involves the following steps:

1. Review previous year's performance and discuss performance goals and expectations for the upcoming school year by June 30 of each year.
2. Finalize performance goals for upcoming school year by July 31 of each year.
3. Conduct interim mid-year review to provide feedback on employee's performance, which includes performance goals and job description between December 1 and January 31.
4. The employee conducts a self-evaluation using performance goals and job description by May 15 of each year.
5. The supervisor completes a narrative evaluation based on the employee's performance in relation to the performance goals and job description then issues a provisional rating by June 20 of each year.
6. The supervisor issues a final evaluation by December 31 of each year.

Whenever an Employee is rated unsatisfactory or needs improvement, the evaluator, in consultation with the Superintendent, will list areas of deficiency and develop an improvement plan. Employees who believe that their performance evaluation has been inaccurately assessed, shall have an appeal to their supervisor, next to the Superintendent, and finally to the Board. The Board will have the final decision on all appeals. Appeals must be initiated in writing within a ten-day period of receipt of the final evaluation.

VII. Compensation Plan

A salary range for each Act 93 position is outlined below. This range shall be in effect beginning July 1, 2021 and shall establish a minimum salary, a target salary, and maximum salary. Any employee whose salary reaches the maximum salary shall not receive compensation beyond the established amount without authorization of the Board of Education at their sole discretion.

A new employee may be placed within the range outlined dependent upon experience, education, or other desirable attributes at the sole discretion of the Superintendent and subject to School Board approval.

Position	Minimum Salary	Target Salary	Maximum Salary
Elementary School Principal	\$75,000	\$105,000	\$115,000
Junior Senior High School Assistant Principal	\$75,000	\$92,000	\$110,000
Junior Senior High School Principal	\$90,000	\$118,000	\$128,000
Director of Special Education & Pupil Services	\$85,000	\$110,000	\$120,000
Director of Curriculum, Assessment, and Instruction	\$85,000	\$110,000	\$120,000
Director of Maintenance and Facilities	\$50,000	\$80,000	\$90,000
Supervisor of Information Technology	\$50,000	\$75,000	\$90,000
Assistant Director of Fiscal Affairs and Budget	\$40,000	\$50,000	\$60,000

Salary Increases for Act 93 Employees are based upon provisional ratings issued to employees by June 30 of each year. The salary increases outlined in the chart below shall be in effect beginning July 1, 2021, shall not be retroactive, and shall use the language outlined in the Additional Compensation section below to calculate salaries for the 2021/2022 school year.

July Salary Adjustments	Below Salary Target	At Salary Target to 105% above Target	Above 105% of Salary Target	At Maximum Salary
Distinguished/ Proficient	2.50%	1.75%	1.00%	Salary Freeze
Needs Improvement	1.00%	0.75%	0.25%	Salary Freeze
Unsatisfactory	Salary Freeze	Salary Freeze	Salary Freeze	Salary Freeze

Newly hired Act 93 employees who begin their duties after the beginning of the fiscal year, July 1, shall have their salary increase prorated based on the percentage of the year they worked.

Additional Compensation

Current Act 93 employees will receive an additional \$116.67 for each month they were employed beginning July 1, 2018 through June 30, 2020 in the form of a stipend. The stipend amount paid to the employee will be added to their 2020/2021 final salary to calculate their 2021/2022 salary.

VIII. Fringe Benefits

The documented fringe benefits contained herein will not be reduced or modified and are intended to remain in effect from year to year.

1. Term Life insurance: The District will provide and pay for term life insurance equal to the employee's salary up to a maximum of \$50,000. Optional life insurance may be purchased but paid for by the employee equivalent to salary up to a maximum of \$70,000 consistent with the insurance carrier's regulations.
2. Health/Major Medical, Dental, Prescription/Vision/Disability: Each employee will receive the same health care benefits as the professional employees as provided by the Allegheny County Schools Health Insurance Consortium covered under the current Collective Bargaining Agreement with the Carlynton Federation of Teachers. Employees will contribute to the cost of their health care benefits at the same rate as the professional staff as outlined in the current Collective Bargaining Agreement with the Carlynton Federation of Teachers.
3. Sick Leave: Each employee will be provided with twelve (12) sick leave days per year contingent upon the completion of each work year. In the event that illness or disability prevents the completion of the work year, those covered by this plan will receive all sick leave days allocated for the entire year. Sick leave eligibility will be provided for those members on approved sabbatical leave of absence. No sick leave will be provided to those covered on unpaid leaves of absence.
4. Work Year: Each employee will be required to work approximately 260 days annually.
5. Vacation: All Act 93 Employees, as defined by this Agreement will receive twenty (20) days of vacation annually calculated from July 1 to June 30 each year. Vacation days shall be prorated for an employee who works less than one full year between July 1 and June 30. If an employee is unable to use all of his or her accrued vacation benefits by September 1 of the year following the earning of the vacation, the employee will be

paid a per diem rate for up to five (5) days not used in the preceding year. In addition, another five (5) days may be converted in to sick days. Any other vacation days not used will be lost. The use of vacation days must be approved in advance by the Superintendent.

6. Expense Allowance: Act 93 Employees attending conventions, workshops, meetings, or who join professional organizations will be provided with an expense allowance not to exceed five hundred (\$500) dollars with preapproval by the Superintendent. All above expenses must be vouchered and submitted to the Superintendent on the District's form (this provision does not cover National Conventions approved by the Board).
7. Unused Sick Leave: Act 93 Employees will be provided with payment of sixty-five (\$65) dollars times the number of unused sick leave days accumulated in the District at the time of death or retirement at superannuation under PSERS requirements.
8. Severance Pay: The voluntary retirement as defined as an employee capable of superannuation under the PSERS requirements or death of any administrator covered by this plan shall entitle the employee or legal heirs to receive from the District severance pay as follows:
 - a. One month's salary for each seven (7) years of service with the District. Periods between the seven (7) year increments shall entitle the employee to a prorated share of each month's salary (e.g.: Nine years of service shall entitle the administrator to 1 2/7 month's salary).
 1. One month's salary for each six (6) years of service with the District for Act 93 employees having more than twenty years of service. The twenty years of service must have been in the Carlynton School District. Periods of less than six years shall entitle the employee to a prorated share of a month's salary. Employees qualifying for this benefit will not receive the benefit outlined in paragraph 8.a above.
 - b. Employment must be severed with the District for eligibility of benefits in paragraph 8.a above. This provision shall not preclude the Board from employing an Act 93 Employee as a substitute, part-time employee or as consultant after actual termination.
 - c. Retirement Insurance: The District will provide a paid-up life insurance policy for five thousand (\$5,000) dollars to any Act 93 Employee retiring from service with the District. Retirement is

defined by the PSERS parameters of superannuation. A ten (10) year minimum service with the District is required for eligibility.

- d. Health Care: During the period between retirement and either attaining age sixty-five (65) or becoming eligible to receive Medicare and/or Medicaid benefits, the retired employee and his/her family (if applicable) will, at the expense of the District, be provided with the same health care coverage as provided to the teaching staff by the Allegheny County Schools Health Insurance Consortium covered under the current Collective Bargaining Agreement with the Carlynton Federation of Teachers. The retiree will be responsible for the same health insurance co-payments as paid by the teaching staff at Carlynton School District as outlined in the current Collective Bargaining Agreement with the Carlynton Federation of Teachers. In the event of the employee's death prior to attaining age sixty-five (65) or becoming eligible for Medicare, the employee's spouse will be entitled to continue his/her above enumerated coverages under the school district plan at his/her own expense.

All former, present and future Carlynton administrators covered by the healthcare shall be required to pay the full PSERS reimbursable rate to the school district as a condition of continuation in the plans.

- e. An employee who is discharged for appropriate cause identified in the Pennsylvania School Code shall not be eligible for any severance benefits.
 - f. Reassignment to the classroom will place the employee under the terms and conditions of the collective bargaining agreement of the Carlynton Federation of Teachers.
- 9. Unused Vacation: Act 93 Employees will be provided with payment of sixty-five (\$65) dollars times the number of unused vacation days accumulated in the District at the time of death or retirement defined by the PSERS parameters of superannuation while in service to the Carlynton School District. If the employee owes the District monies for back tuition, unused vacation days will be applied toward that back tuition upon the resignation or retirement, as defined by the PSERS parameters of superannuation, of the employee.
 - 10. Mileage Reimbursement: Reimbursement for use of private vehicles will be at the standard mileage rate for business miles established by the Internal Revenue Service.

11. Personal/Emergency Days: Act 93 Employees shall be entitled to four (4) personal/emergency days per year. Employees may carry over to the following year two (2) days of personal/emergency time, which are not used. A maximum of six (6) personal/ emergency days may be available if accumulated in any one school year. All unused personal/emergency days over six (6) will be converted to sick days. Employees will be provided with payment of sixty-five (\$65) dollars times the number of unused personal/ emergency days accumulated in the District at the time of death, resignation, or retirement, as defined by the PSERS parameters of superannuation, while in service to the Carlynton School District. If the employee owes the District monies for back tuition upon resignation or retirement, defined by the PSERS parameters of superannuation, unused personal/emergency days will be applied toward that debt.

12. College Tuition Reimbursement

- a. Only courses at the graduate level offered by an accredited college or university will be considered for reimbursement.
- b. Courses considered for reimbursement must be related to the field of education.
- c. All courses considered for reimbursement must be preapproved in writing by the Superintendent.
- d. The employee must earn a grade of “B” or better to receive reimbursement and must be documented by an official transcript from the college or university.
- e. The rate of reimbursement will be \$600 per credit with a maximum of 12 credits per year and a maximum annual payment of \$6,000 per year. The year will be from July 1 through June 30. This rate of reimbursement will take effect for eligible coursework enrollment beginning July 1, 2021 and is not subject to retroactive reimbursement for coursework taken in previous years.
- f. The employee must stay in employment with the Carlynton School District for five (5) years from the date they receive the reimbursement or a pay back is required on the following schedule on page 13.

Leave Between	% Payback by Employee
Prior to one year	100%
One to two years	80%
Two to three years	60%
Three to four years	40%
Four to five years	20%
After five years	0%

- i. College tuition payback by the employee to the District will first be deducted from the employee's unused sick and accrued vacation time, if any, before the administrator pays the remaining balance out of pocket.

13. Bereavement Leave

- a. Act 93 Employees shall be granted one (1) day paid leave when absent because of the death of a near relative as defined by Section 1154(c) of the Pennsylvania School Code.
- b. Act 93 Employees shall be granted not in excess of five (5) days paid leave when absent because of the death in the immediate family of said employee as immediate family is defined in Section 1154(b) of the Pennsylvania School Code. In addition to the code definition, grandchild shall be considered immediate family.

Executed this 22nd day of June, 2021.

Jim Schriver
School Board President

Lauren Baughman
Act 93 Representative

Jude Frank
School Board Treasurer

Marsha Burleson
Act 93 Representative