

December 20, 2023

**Via Federal Express/Priority Overnight**

Ms. Carmela Ciliberti  
208 Ferguson Street  
New London, PA 19352

Re: Ciliberti v. Avon Grove School District, OOR Docket No. 2023-1904

Dear Ms. Ciliberti:

The Avon Grove School District ("District") is in receipt of Appeals Officer Eiler's November 21, 2023 Final Determination in the above-captioned matter. Consistent with the Order, enclosed please find the following documents:

- 1) Page 3, Item a(i): A copy of the employment agreement for Dr. Marchese is enclosed.
- 2) Page 3, Item b(i): A copy of the following employment agreements are enclosed: Dr. Marchese, Dr. DeShong, Dr. Harvey, Ms. Kraft, Mr. Carsley, and all Act 93 employees.
- 3) Page 3, Item c(i): A copy of the following employment agreements are enclosed: Dr. Marchese and Ms. Kraft.
- 4) Page 3, Item d: An attestation is enclosed.
- 5) Page 3, Item f: An attestation is enclosed.
- 6) Page 2, Poster Display, Item a: A copy of the redacted screenshots are enclosed.

Ms. Carmela Ciliberti  
December 20, 2023  
Page 2

The receipt these documents should bring this matter to conclusion. Thank you.

Very truly yours,



Amanda J. Sundquist

AJS/akf  
Enclosures

cc: Daniel R. Carsley, Open Records Officer, Avon Grove School District  
Blake Eilers, Esquire, Appeals Officer, Office of Open Records

**ITEM # 1**

**AVON GROVE SCHOOL DISTRICT**

**EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS**

**ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of November 2021 by and between the Board of School Directors of the Avon Grove School District (hereinafter referred to as the “Board”) with offices located at 375 South Jennersville Road, West Grove, Pennsylvania 19390 and Dr. M. Christopher Marchese (hereinafter referred to as “Superintendent” or “Dr. Marchese”).

**ARTICLE II – PREAMBLE**

**WHEREAS**, the Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on the 18<sup>th</sup> day of November 2021, has appointed the Superintendent in accordance with the Pennsylvania Public School Code of 1949 (the “School Code”).

**WHEREAS**, Dr. Marchese hereby accepts said employment as Superintendent of Schools of the Avon Grove School District for a term of five (5) years.

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

**NOW, THEREFORE** the parties intending to be legally bound and in consideration of the mutual covenants herein contained do hereby agree as follows:

**ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT**

- 3.01 The Board does hereby employ Dr. Marchese in the capacity of Superintendent of the School District for a term of five (5) years commencing on July 1, 2022 and ending no later than June 30, 2027. Dr. Marchese agrees to accept said employment for such term.
- 3.02 This Agreement shall terminate immediately upon the expiration of the term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with Article VII; (3) unless earlier terminated pursuant to the provisions of the Pennsylvania School Code; or (4) it is allowed to renew automatically pursuant to the terms of section 1073(b) of the School Code.

#### **ARTICLE IV - RESPONSIBILITIES OF THE SUPERINTENDENT**

- 4.01 Superintendent is also responsible for all duties specifically enumerated in the job description set forth in Exhibit "A", attached hereto and incorporated herein by reference.
- 4.02 The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Superintendent further agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. The Superintendent further agrees to devote his entire time, skill, labor, and attention to his employment during the term of this Agreement provided, however, that the Superintendent, with prior consultation with and permission from the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities and obligations which do not interfere with the performance of his duties. Any activities for which the Superintendent receives compensation shall be conducted during time when he is not being compensated by the District.

#### **ARTICLE V - SUPERINTENDENT EVALUATION SYSTEM**

- 5.01 The performance of the District Superintendent shall be assessed against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards:

*Student Growth and Achievement:* Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to PSSA, PVAAS, and other locally determined measures.

*Organizational Leadership:* Superintendent has worked collaboratively with the Board to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

*District Operations and Financial Management:* Superintendent manages effectively, ensuring completion of activities associated with the annual budget;

overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

*Communication and Community Relations:* Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

*Human Resource Management:* Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

*Professionalism:* Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

## 5.02 Assessment and Evaluation of Performance

The Superintendent is evaluated on each of six agreed-to Objective Performance Standards and Annual Goals, as set forth in Section 5.01. Ratings shall be provided in the rubric in Appendix B using scores of 4 for Distinguished; 3 for Proficient; 2 for Needs Improvement; and 1 for Failing.

The key performance indicators under each objective performance standard may undergo an annual review by the Superintendent and the Board of School Directors. Modifications to the key performance indicators may occur by mutual agreement of the Superintendent and the Board of School Directors to address the current nature of challenges, issues and needs facing the District.

Any Board Member wishing to internally rate the Superintendent as Failing, in any evaluation category or subcategory, must inform the full Board in an executive session on or before April 15 of the evaluation year. The category or subcategory designated by a Board Member as Failing must be justified quantifiably by the Board Member. The Board shall meet in personnel executive session to discuss specific matters relating to the internal evaluation forms, including but not limited to any Failing scoring. The overall internal numerical averages based on all scores submitted may be considered by the Board as a factor in the final evaluation scoring. The ultimate numerical scoring shall be determined by a majority of the School Board; however, such ultimate scoring as determined by a Board majority shall not be more than  $\frac{1}{4}$  point higher, or lower, than the numerical averages of all scores submitted.

All ratings must be submitted no later than May 31 annually. Any final rating that is submitted outside of this timeline will be disqualified without option for replacement from the rater's composite score.

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 on the District's publicly accessible Internet website.

If a majority of the School Board determines, as part of the internal personnel review process, that the Superintendent should meet with any individual Board Member who rated the Superintendent as Failing in any evaluation category or subcategory, then such meeting shall take place with the subject Board Member, a Board Member selected by the subject Board Member, the Board President, the Superintendent, and a representative of the Superintendent's choice to discuss the stated concerns. Following such internal meeting and feedback, a specific outline or program improvement may be implemented, as the full Board may authorize in its discretion.

No later than June 30th the Superintendent and the Board of School Directors will meet to discuss the Superintendent's performance relative to the Objective Performance Assessment Rubric as listed in Part 1 of Appendix "B". This annual performance assessment shall be conducted in an Executive Session limited to members of the Board of School Directors and the Superintendent.

The evaluation instrument and method listed in Appendix "B" shall be utilized for the annual performance assessment and shall be understood that this instrument and method require the Board to speak in one voice as an entire Board when the final assessment is communicated to the Superintendent. In the event the Board consensus determines that the performance of the Superintendent is "Failing" in any respect, it shall describe, in writing, the unsatisfactory performance.

A copy of the final evaluation shall be delivered to the Superintendent no later than July 31st annually. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Superintendent's response(s) shall be private and in no matter become public knowledge or conversation, except as otherwise required by State or Federal law or Court Order, or in the event of litigation between the District and the Superintendent. Notwithstanding the foregoing, the District shall comply with its obligations under School Code Section 1073.1(b.1), 24 P.S. 10-1073(b.1), by publishing required information on its publicly accessible Internet website.

### 5.03 Performance Incentive Standards

Beginning July 1, 2022, the Performance Incentive Standards Tool, objective evaluation instrument and method listed in Part 2 of Appendix "B" shall be utilized for the assessment of

Performance Incentive Standards. The Board and Superintendent shall be required annually to set the Superintendent's individual performance goals mutually with the Superintendent Board of School Directors before August 31. The weight of each mutually agreeable performance incentive will be agreed upon to the total nearest 10% incentive payment. The Superintendent shall be provided with three (3) review sessions no later than November 15, February 15, May 15 during the annual review period for purposes of updating the Board of School Directors regarding progress towards the goals. Each review period in which the Superintendent demonstrates successful progress as defined by stated benchmarks, the Board may determine an amount/percentage of each individual performance goal incentive earned towards completion of the entire goal. The final review of the performance incentive goal shall occur by way of presentation by the Superintendent to the Board of School Directors in an executive session no later than June 30th of the current school year for which the performance incentive goals are being evaluated. The final review and overall assessment shall be communicated to the Superintendent by the Board in writing no later than July 31st.

The annual performance assessment shall be used for such purposes as the Board may reasonably determine, including but not limited to, the following:

1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill;
2. To discuss and establish objective performance standards for the ensuing year; and
3. To establish an amount of the performance incentive payment payable to the Superintendent. Notwithstanding the foregoing, the District shall comply with its obligations under School Code Section 1073.1(b.1), 24 P.S. 10-1073(b.1), by publishing required information on its publicly accessible Internet website.

The evaluation will be conducted in accordance with the calendar developed and agreed upon by the Board and Superintendent. Failure to meet any aspect in terms of the Superintendent's evaluation timeline which is outlined in section 5.02 and/or 5.03 will result in a proficient rating and an additional 1% added to the annual adjustment. The Board and Superintendent agree to a seven (7) day grace period regarding timeline adherence.



**ARTICLE VI – TOTAL COMPENSATION AND BENEFITS**

**SALARY**

- 6.01 Effective July 1, 2022, the Board agrees to set the Superintendent’s base annual salary at \$236,432.00 in accordance with the policy of the Board governing salary payments to other professional employees of the District.
- 6.02 Beginning July 1, 2023, and every July 1 thereafter during the term of this Agreement, and provided that the Superintendent is rated at least at a "Proficient" level, the Superintendent's Base Salary, as set forth in paragraph 6.01 above shall be increased by the following:

July 1, 2023	2.00%
July 1, 2024	2.25%
July 1, 2025	2.25%
July 1, 2026	2.50%

Beginning in the 2022 – 2023 year, if the Superintendent is rated as "Distinguished" on his annual evaluation, he shall receive an additional salary increase of a percentage of his annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Superintendent’s base salary for that year.

July 1, 2022 – June 30, 2023	.5 %
July 1, 2023 – June 30, 2024	.5 %
July 1, 2024 – June 30, 2025	.5 %
July 1, 2025 – June 30, 2026	.5 %
July 1, 2026 – June 30, 2027	.5 %

- 6.03 Salary Adjustment. Salary increases under paragraph 6.02 will only be awarded based on an overall performance evaluation of "Proficient" or "Distinguished" requiring the Board to speak in one voice as an entire Board.
- 6.04 Performance Incentive Standards. In addition to his annual salary, the Superintendent shall be eligible for an annual performance incentive payment, as set forth in paragraph 5.03. More particularly, if the Superintendent meets the annual performance incentive standards as mutually agreed to by the Board and Superintendent and stated annually in Part 2 of Appendix

“B”, the Superintendent shall receive an incentive payment, not to exceed ten percent (10%) of his base salary for the prior year for actual and objective work performance standards or a specific achievement.

Such payment for the attainment of the performance incentive goals shall be made on or before the second pay in August following the school year in which the performance standards or achievements are met. The incentive payment shall not be a permanent adjustment to the base salary, but will be credited as retirement-covered compensation towards PSERS for the calendar year in which it was paid.

The Superintendent may elect to have all or part of the incentive payment distributed to the following: the Superintendent’s 403(b) or 457(b) Retirement Accounts, the Superintendent’s Health Savings Account, the Superintendent’s 529 accounts, or through a one-time cash payment. All deposits or payments made on behalf of the District to the Superintendent are subject to IRS regulations and requirements.

#### ADDITIONAL BENEFITS

6.05 For the duration of this Agreement, the Superintendent shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93) Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020-June 30, 2024) is attached as Exhibit “C”. Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.

If an excise tax should be instituted during the term of this Agreement, the Board under the Patient Protection and Affordable Healthcare Act (ACA) will either modify or eliminate the plans named above and offer plan options below the excise tax threshold.

6.06 The Superintendent shall be granted twenty-eight (28) vacation days, annually on July 1, all of which shall be available to the Superintendent. He may carry over up to ten (10) unused vacation days from any year to the next and no more. The carryover of unused vacation days shall not be cumulative. The Superintendent shall be permitted to take vacation days at any time, provided that the Assistant Superintendent, Business Manager or Director of Personnel is working within the District during days when school is in session. The Business Manager shall be responsible for maintaining written documentation of the Superintendent’s earned and accrued vacation days. Any unused or not carried over vacation days will be paid for at the end of the school year at his current per diem rate. This pay shall be treated in all respects as additional compensation for days worked beyond the 260 day required by this Agreement.

- 6.07 The Superintendent shall be permitted up to three (3) days per year for personal business, with pay.
- 6.08 The Superintendent may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his home.
- 6.09 The Superintendent shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). The Superintendent may work one (1) day, or use either one (1) vacation day or one (1) personal day, but not a sick day, bereavement day, or family illness day between Christmas and New Years to receive the remaining days of that time period as compensatory time.
- 6.10 In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Superintendent until the long term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to the Superintendent, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of the Superintendent to return to his or her duties, the School District may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Superintendent shall agree upon the physician, from a mutually agreed to list of physicians, who shall conduct the examination. The examination shall be done at the expense of the School District.
- 6.11 The Superintendent shall be provided long-term disability insurance at 66 2/3% of salary, with an \$8,000 monthly benefit cap and a 60-day elimination period.
- 6.12 In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the

Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his home.

Two (2) days of absence without loss of salary shall be allowed for the day of the funeral of a near relative, provided that the Superintendent attends the funeral. The phrase "near relative" shall mean the Superintendent's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

- 6.13 The Superintendent shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.
- 6.14 The Superintendent is authorized to join appropriate professional organizations to be paid for by the School District.
- 6.15 The School District shall reimburse the Superintendent the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Superintendent's choosing and subject to approval of the Board. The Superintendent shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Superintendent shall make the District whole for all graduate school course work reimbursement if the Superintendent's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:
1. Grade level A or B, or a 4.0 - 100% or 3.0, on a scale of 4 or (P)
  2. Grade level C, or a 2.0 or less, - 0% On a scale of 4 or (P)
  3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.
- 6.16 The School District shall provide term life insurance equal to two and one half (2 ½) times the Superintendent's annual salary rounded to the nearest thousand dollars (\$1,000.00).
- 6.17 The Superintendent is authorized to incur reasonable professional expenses, within Board approved budgetary allotments for the Superintendent's office, in the discharge of his duties,

including but not limited to, expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels and similar items related to his employment. The Board shall pay or reimburse the Superintendent for all such expenses upon presentation of an account of such expenditures and documentation of same.

## **POST-RETIREMENT BENEFITS**

### **6.18 Post-Service Insurances**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for the Superintendent when he retires directly from the Avon Grove School District into the Pennsylvania Retirement System. However, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate for the retiree when he is eligible for Medicare and for his spouse when she is eligible for Medicare.

Accumulated Sick Leave.

Accumulated unused sick leave will be paid to the Superintendent at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District. At the Superintendent's discretion, this payment will be deposited into his 403(b) or 457(b) account.

## **ARTICLE VII - SEPARATION FROM EMPLOYMENT**

### **TERMINATION**

7.01 Throughout the term of this contract, the Superintendent shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania. In the event the Superintendent is discharged from employment, this contract shall be terminated, with no additional benefits provided.

7.02 The Board shall give the Superintendent ample notice if it decides not to reappoint the Superintendent. To this end, the Board shall notify the Superintendent, in writing, no later than 365 calendar days prior to the end of this Agreement of its intent not to reappoint him. The Superintendent must call to the attention and advise the Board President and Director of Human Resources of his desire to be reappointed and of the 365 day deadline, as set forth above, in writing 380 calendar days prior to the end of this Agreement.

7.03 The parties intend that this Agreement shall continue for its full duration. However, the Superintendent may resign from his position as Superintendent provided that he advise the

Board, in writing, at least 180 calendar days in advance of his proposed termination date. Notwithstanding the preceding, if Superintendent's proposed resignation is due to a serious health condition not reasonably expected to improve, a physical or mental disability, or a similar unanticipated event that affects his ability to perform under this Agreement, then at the discretion of the Board the 180 day notice period can be waived and may be replaced with a 90 day notice period.

If the Superintendent resigns pursuant to this Section 7.03, the District shall pay and provide to the Superintendent the compensation and benefits the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement. No salary severance or "buyout" is provided for in this Agreement.

#### **ARTICLE VIII - OTHER CONTRACTUAL TERMS**

8.01 All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendments to such Act or to any recodification of such Act. All references to the Administrative Compensation Plan shall refer to any amendments made by the Board during the term of this Agreement.

8.02 Modification of Agreement - Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Superintendent and approved by the Board, and executed by an authorized officer of the Board.

Termination, buyout and severance provisions may not be modified during the Term of the Agreement or in the event this Agreement is terminated prematurely.

8.03 The Board agrees that it shall provide or cause to be provided legal counsel, defend, indemnify and hold harmless the Superintendent from any and all complaints, demands claims, suits, actions, judgments and legal proceedings whatsoever brought against Superintendent in his individual capacity which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board or in his official capacity as agent and employee of the Board, or any other allegation of negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person, which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board; provided that the above provision shall not apply to discipline or discharge proceedings by the Board or to illegal or criminal activity, nor shall Board's provision of legal counsel constitute an admission of Board or School District liability for the action(s) of the Superintendent

complained of. Nothing herein shall be construed as a waiver of the District's obligation set forth in Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S. § 8541 et. seq.

- 8.04 The Superintendent shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the parties, their successors or assigns.
- 8.05 It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the Pennsylvania School Code and the laws of the Commonwealth of Pennsylvania, and that this Agreement shall be construed accordingly.
- 8.06 If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.
- 8.07 The Board on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.
- 8.08 Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.
- 8.09 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.
- 8.10 This Agreement shall be construed, governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.
- 8.11 This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof. Each of these 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 only by a written instrument executed by these parties.

**IN WITNESS WHEREOF** and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

AVON GROVE SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President of the Board  
Dr. Dorothy Linn

WITNESS:

\_\_\_\_\_  
Superintendent  
Dr. M. Christopher Marchese



# EXHIBIT “A”

# Job Description

Title: Superintendent

Qualifications:

1. Relevant prior experience
2. Pennsylvania Letter of Eligibility
3. Doctorate Degree
4. Record of high academic performance

Reports to: Board of School Directors

Supervises: All administrative and supervisory personnel in the district

Job Function: To inspire, lead, guide and direct every member of the administrative, instructional and supportive service teams in setting and achieving the highest standard of excellence so that each individual student enrolled in our district may be provided with a complete, valuable, meaningful and personally rewarding education.

Further, to oversee and administer the use of all district facilities, property and funds with a maximum of efficiency and an ever-present, overriding concern for their impact upon each individual student's education.

Responsibilities:

1. Attends and participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.
2. Serves as ex officio member of committees.
3. Administers as chief school executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the Board.
4. Advises the Board on the need for new or revised policies and sees that all policies of the Board are implemented.
5. Prepares and submits to the Board recommendations relative to all matters requiring Board actions, placing before the Board such necessary and helpful facts, information and reports as needed to ensure the making of informed decisions.
6. Acts on own discretion if emergency action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as possible, and recommends policy in order to provide guidance in the future.
7. Reports to the Board such matters as deemed material to the understanding and proper management of the schools, or as Board may request.
8. Makes all administrative decisions within the school necessary to the proper function of the school district.
9. Makes such rules and gives such instructions to school employees and students as may be necessary to implement Board policy.

10. Delegates at own discretion to other employees of the Board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the superintendent of final responsibility for the action taken under such delegation.
11. Formulates school objectives, policies, plans and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its duty of legislation for the schools.
12. Recommends to the Board for its adoption; all courses of study, curriculum guides and major changes in texts and time schedules to be used in the schools.
13. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communication to be made to the Board.
14. Assists the Board in employee negotiations.
15. Secures and nominates for employment the best qualified and most competent employees.
16. Assigns and transfers employees as the interest of the district may dictate and reports such action to the Board for information and record.
17. Recommends to the Board for final action; the promotion, salary changes, demotion or dismissal of any employee.
18. Directs the preparation of the annual budget by the Board and administers the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted Board policies.
19. Represents the district in its dealing with other school systems, institutions, agencies and community organizations.
20. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences and by other appropriate means and keeps the Board informed of trends in education.
21. Represents the schools before the public, and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs and successes of the schools.
22. Confers periodically with professional and lay groups concerning the school program and transmits to the Board suggestions gained from such conferences.
23. Performs such other tasks as may, from time to time, be assigned by the Board.

# EXHIBIT “B”

Avon Grove  
School District

Superintendent  
Evaluation  
System

## Avon Grove School District Superintendent Evaluation System

### **PART A: Objective Performance Assessment Rubric**

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the Superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; Professionalism; and Annual Goals. A form of his evaluation tool was initially developed by PSBA (Pennsylvania School Boards Assoc.) in accordance with best practice and has been adopted by the Avon Grove School District, with revisions taking into account the District's own procedural and operation perspectives.

The Superintendent is evaluated on each of six agreed-to Objective Performance Standards and Annual Goals, as set forth below, in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; and Professionalism. Ratings shall be provided in the rubric below using scores of 4 for Distinguished; 3 for Proficient; 2 for Needs Improvement; and 1 for Failing.

Any Board Member wishing to internally rate the Superintendent as Failing, in any evaluation category or subcategory, must inform the full Board in an executive session on or before April 15 of the evaluation year. The category or subcategory designated by a Board Member as Failing must be justified quantifiably by the Board Member. The Board shall meet in personnel executive session to discuss specific matters relating to the internal evaluation forms, including but not limited to any Failing scoring. The overall internal numerical averages based on all scores submitted may be considered by the Board as a factor in the final evaluation scoring. The ultimate numerical scoring shall be determined by a majority of the School Board; however, such ultimate scoring as determined by a Board majority shall not be more than  $\frac{1}{4}$  point higher, or lower, than the numerical averages of all scores submitted.

All ratings must be submitted no later than May 31 annually. Any final rating that is submitted outside of this timeline will be disqualified without option for replacement from the rater's composite score.

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 on the District's publicly accessible Internet website.

If a majority of the School Board determines, as part of the internal personnel review process, that the Superintendent should meet with any individual Board Member who rated the Superintendent as Failing in any evaluation category or subcategory, then such meeting shall take place with the subject Board Member, a Board Member selected by the subject Board Member, the Board President, the Superintendent, and a representative of the Superintendent's choice to discuss the stated concerns. Following such internal meeting and feedback, a specific outline or program improvement may be implemented, as the full Board may authorize in its discretion.

The evaluation will be conducted in accordance with the calendar developed and agreed upon by the Board and Superintendent. Failure to meet any aspect in terms of the Superintendent's evaluation timeline will result in a proficient rating and an additional 1% added to the annual adjustment. The Board and Superintendent agree to a seven (7) day grace period regarding timeline adherence.

## Avon Grove School District Superintendent Evaluation System

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<b>Distinguished</b> <b>Range (3.50 – 4.00)</b>	<ul style="list-style-type: none"><li>• Performance is clearly outstanding</li><li>• Performance is superior, far exceeding expectations</li><li>• Performance is exceptional on a regular or continuous basis – the superintendent far outperforms relative to minimum expectations</li></ul>
<b>Proficient</b> <b>Range (2.50 – 3.49)</b>	<ul style="list-style-type: none"><li>• Adequately performs all functions within the role, meeting or occasionally exceeding expectations</li><li>• Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance</li></ul>
<b>Needs Improvement</b> <b>Range (1.50 – 2.49)</b>	<ul style="list-style-type: none"><li>• Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies</li><li>• Performance is less than adequate on a periodic or frequent basis – the superintendent may be developing within the position, but needs to improve to be considered proficient</li></ul>
<b>Failing</b> <b>Range (1.00 – 1.49)</b>	<ul style="list-style-type: none"><li>• Performance is below acceptable levels</li><li>• Fails to meet most expectations associated with the role of superintendent – substantial professional improvement is needed before the superintendent can be considered proficient in the role</li></ul>

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The Superintendent is evaluated on each of six *Objective Performance Standards and annual goals*. All nine Board members have an equal voice in the Superintendent's evaluation.

---

**Superintendent's Name**

---

**Evaluator's Name**

**School Year**

## Avon Grove School District Superintendent Evaluation System

Using the ratings described above, place an "X" in the appropriate box indicating the superintendent's performance in each area.

<u>Objective Performance Standard</u>				
<p><b>Student Growth and Achievement</b></p> <p><i>Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors. Annual or other district performance objectives are articulated and clearly achieved under the direction of the superintendent relative to PSSA, PVAAS, and other locally determined measures.</i></p> <p><u>Key Performance Indicators</u></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on PSSA tests and has actively developed successful strategies for improvement				
Monitors, oversees, and encourages use of PVAAS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

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

\_\_\_\_\_

\_\_\_\_\_



## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>				
<p><b>Organizational Leadership –</b></p> <p><i>Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.</i></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/superintendent relationship including appropriate roles and responsibilities				
Ensures compliance with all applicable local, state, and federal laws/regulations				

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

\_\_\_\_\_

\_\_\_\_\_

## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>District Operations and Financial Management</b></p> <p><i>Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the superintendent regarding all financial and budgeting issues				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning expectations				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Communication and Community Relations</b>  <i>Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the board to build support in the community for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the board and coordinates the flow of information from administrators to board committees in a manner consistent with Board Operating Guidelines				

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

\_\_\_\_\_

\_\_\_\_\_

## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>				
<p><b>Human Resource Management</b></p> <p><i>Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of superintendent evaluation goals with that of key personnel				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

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

\_\_\_\_\_

\_\_\_\_\_

## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>				
<p><b>Professionalism</b></p> <p><i>Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community.</i></p> <p><i>Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</i></p> <p><u>Key Performance Indicators</u></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
Demonstrates recognition and understanding of public education's role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self-reflection				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Performance Evaluation Form**

**Formative Assessment**

Based on your perceptions of the superintendent's performance noted above:

What are the superintendent's major strengths?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

In what areas do you see a need for improvement?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What resources should be made available in order to support improvement strategies, or what steps should the superintendent take in order to improve performance in areas identified for improvement?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Avon Grove School District Superintendent Performance Evaluation Form**

**Part B: Performance Incentive Standards Tool**

This form provides the superintendent with an opportunity to update the Board on the status of annual performance incentive standards. The annual performance incentive standards should be mutually determined at the beginning of the evaluation cycle by the board/superintendent team. Annual performance incentive standards may support personal professional development for the superintendent, or may be derived from the long and short term priorities and needs within the district.

**Performance Incentive Standard #1**

**INDIVIDUAL GOAL STATEMENT:** \_\_\_\_\_

<b><u>Activities</u></b> <i>What activities will be implemented throughout the year to support attainment of the goal</i>	<b><u>Timeline</u></b> <i>When will the work be completed? What are the intended benchmarks?</i>	<b><u>Anticipated Products/ Benchmarks</u></b> <i>What concrete products or evidence will result from the attainment of the goal?</i>	<b><u>Individuals/Groups Involved</u></b> <i>Who are the individuals that must participate in the activities to support attainment of the goal?</i>	<b><u>Evaluation</u></b> <i>What is the status of the work?</i>

**How would you rate the superintendent’s performance in achieving desired annual goals for the district?**

<b>Distinguished</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Failing</b>
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# EXHIBIT “C”



# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.



## Tuition Assistance

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

**ITEM # 2**

**AVON GROVE SCHOOL DISTRICT**

**EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS**

**ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of November 2021 by and between the Board of School Directors of the Avon Grove School District (hereinafter referred to as the “Board”) with offices located at 375 South Jennersville Road, West Grove, Pennsylvania 19390 and Dr. M. Christopher Marchese (hereinafter referred to as “Superintendent” or “Dr. Marchese”).

**ARTICLE II – PREAMBLE**

**WHEREAS**, the Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on the 18<sup>th</sup> day of November 2021, has appointed the Superintendent in accordance with the Pennsylvania Public School Code of 1949 (the “School Code”).

**WHEREAS**, Dr. Marchese hereby accepts said employment as Superintendent of Schools of the Avon Grove School District for a term of five (5) years.

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

**NOW, THEREFORE** the parties intending to be legally bound and in consideration of the mutual covenants herein contained do hereby agree as follows:

**ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT**

- 3.01 The Board does hereby employ Dr. Marchese in the capacity of Superintendent of the School District for a term of five (5) years commencing on July 1, 2022 and ending no later than June 30, 2027. Dr. Marchese agrees to accept said employment for such term.
- 3.02 This Agreement shall terminate immediately upon the expiration of the term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with Article VII; (3) unless earlier terminated pursuant to the provisions of the Pennsylvania School Code; or (4) it is allowed to renew automatically pursuant to the terms of section 1073(b) of the School Code.



#### **ARTICLE IV - RESPONSIBILITIES OF THE SUPERINTENDENT**

- 4.01 Superintendent is also responsible for all duties specifically enumerated in the job description set forth in Exhibit "A", attached hereto and incorporated herein by reference.
- 4.02 The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Superintendent further agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. The Superintendent further agrees to devote his entire time, skill, labor, and attention to his employment during the term of this Agreement provided, however, that the Superintendent, with prior consultation with and permission from the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities and obligations which do not interfere with the performance of his duties. Any activities for which the Superintendent receives compensation shall be conducted during time when he is not being compensated by the District.

#### **ARTICLE V - SUPERINTENDENT EVALUATION SYSTEM**

- 5.01 The performance of the District Superintendent shall be assessed against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards:

*Student Growth and Achievement:* Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to PSSA, PVAAS, and other locally determined measures.

*Organizational Leadership:* Superintendent has worked collaboratively with the Board to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

*District Operations and Financial Management:* Superintendent manages effectively, ensuring completion of activities associated with the annual budget;

overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

*Communication and Community Relations:* Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

*Human Resource Management:* Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

*Professionalism:* Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

## 5.02 Assessment and Evaluation of Performance

The Superintendent is evaluated on each of six agreed-to Objective Performance Standards and Annual Goals, as set forth in Section 5.01. Ratings shall be provided in the rubric in Appendix B using scores of 4 for Distinguished; 3 for Proficient; 2 for Needs Improvement; and 1 for Failing.

The key performance indicators under each objective performance standard may undergo an annual review by the Superintendent and the Board of School Directors. Modifications to the key performance indicators may occur by mutual agreement of the Superintendent and the Board of School Directors to address the current nature of challenges, issues and needs facing the District.

Any Board Member wishing to internally rate the Superintendent as Failing, in any evaluation category or subcategory, must inform the full Board in an executive session on or before April 15 of the evaluation year. The category or subcategory designated by a Board Member as Failing must be justified quantifiably by the Board Member. The Board shall meet in personnel executive session to discuss specific matters relating to the internal evaluation forms, including but not limited to any Failing scoring. The overall internal numerical averages based on all scores submitted may be considered by the Board as a factor in the final evaluation scoring. The ultimate numerical scoring shall be determined by a majority of the School Board; however, such ultimate scoring as determined by a Board majority shall not be more than  $\frac{1}{4}$  point higher, or lower, than the numerical averages of all scores submitted.

All ratings must be submitted no later than May 31 annually. Any final rating that is submitted outside of this timeline will be disqualified without option for replacement from the rater's composite score.

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 on the District's publicly accessible Internet website.

If a majority of the School Board determines, as part of the internal personnel review process, that the Superintendent should meet with any individual Board Member who rated the Superintendent as Failing in any evaluation category or subcategory, then such meeting shall take place with the subject Board Member, a Board Member selected by the subject Board Member, the Board President, the Superintendent, and a representative of the Superintendent's choice to discuss the stated concerns. Following such internal meeting and feedback, a specific outline or program improvement may be implemented, as the full Board may authorize in its discretion.

No later than June 30th the Superintendent and the Board of School Directors will meet to discuss the Superintendent's performance relative to the Objective Performance Assessment Rubric as listed in Part 1 of Appendix "B". This annual performance assessment shall be conducted in an Executive Session limited to members of the Board of School Directors and the Superintendent.

The evaluation instrument and method listed in Appendix "B" shall be utilized for the annual performance assessment and shall be understood that this instrument and method require the Board to speak in one voice as an entire Board when the final assessment is communicated to the Superintendent. In the event the Board consensus determines that the performance of the Superintendent is "Failing" in any respect, it shall describe, in writing, the unsatisfactory performance.

A copy of the final evaluation shall be delivered to the Superintendent no later than July 31st annually. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Superintendent's response(s) shall be private and in no matter become public knowledge or conversation, except as otherwise required by State or Federal law or Court Order, or in the event of litigation between the District and the Superintendent. Notwithstanding the foregoing, the District shall comply with its obligations under School Code Section 1073.1(b.1), 24 P.S. 10-1073(b.1), by publishing required information on its publicly accessible Internet website.

### 5.03 Performance Incentive Standards

Beginning July 1, 2022, the Performance Incentive Standards Tool, objective evaluation instrument and method listed in Part 2 of Appendix "B" shall be utilized for the assessment of

Performance Incentive Standards. The Board and Superintendent shall be required annually to set the Superintendent's individual performance goals mutually with the Superintendent Board of School Directors before August 31. The weight of each mutually agreeable performance incentive will be agreed upon to the total nearest 10% incentive payment. The Superintendent shall be provided with three (3) review sessions no later than November 15, February 15, May 15 during the annual review period for purposes of updating the Board of School Directors regarding progress towards the goals. Each review period in which the Superintendent demonstrates successful progress as defined by stated benchmarks, the Board may determine an amount/percentage of each individual performance goal incentive earned towards completion of the entire goal. The final review of the performance incentive goal shall occur by way of presentation by the Superintendent to the Board of School Directors in an executive session no later than June 30th of the current school year for which the performance incentive goals are being evaluated. The final review and overall assessment shall be communicated to the Superintendent by the Board in writing no later than July 31st.

The annual performance assessment shall be used for such purposes as the Board may reasonably determine, including but not limited to, the following:

1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill;
2. To discuss and establish objective performance standards for the ensuing year; and
3. To establish an amount of the performance incentive payment payable to the Superintendent. Notwithstanding the foregoing, the District shall comply with its obligations under School Code Section 1073.1(b.1), 24 P.S. 10-1073(b.1), by publishing required information on its publicly accessible Internet website.

The evaluation will be conducted in accordance with the calendar developed and agreed upon by the Board and Superintendent. Failure to meet any aspect in terms of the Superintendent's evaluation timeline which is outlined in section 5.02 and/or 5.03 will result in a proficient rating and an additional 1% added to the annual adjustment. The Board and Superintendent agree to a seven (7) day grace period regarding timeline adherence.

**ARTICLE VI – TOTAL COMPENSATION AND BENEFITS**

**SALARY**

- 6.01 Effective July 1, 2022, the Board agrees to set the Superintendent’s base annual salary at \$236,432.00 in accordance with the policy of the Board governing salary payments to other professional employees of the District.
- 6.02 Beginning July 1, 2023, and every July 1 thereafter during the term of this Agreement, and provided that the Superintendent is rated at least at a "Proficient" level, the Superintendent's Base Salary, as set forth in paragraph 6.01 above shall be increased by the following:

July 1, 2023	2.00%
July 1, 2024	2.25%
July 1, 2025	2.25%
July 1, 2026	2.50%

Beginning in the 2022 – 2023 year, if the Superintendent is rated as "Distinguished" on his annual evaluation, he shall receive an additional salary increase of a percentage of his annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Superintendent’s base salary for that year.

July 1, 2022 – June 30, 2023	.5 %
July 1, 2023 – June 30, 2024	.5 %
July 1, 2024 – June 30, 2025	.5 %
July 1, 2025 – June 30, 2026	.5 %
July 1, 2026 – June 30, 2027	.5 %

- 6.03 Salary Adjustment. Salary increases under paragraph 6.02 will only be awarded based on an overall performance evaluation of "Proficient" or "Distinguished" requiring the Board to speak in one voice as an entire Board.
- 6.04 Performance Incentive Standards. In addition to his annual salary, the Superintendent shall be eligible for an annual performance incentive payment, as set forth in paragraph 5.03. More particularly, if the Superintendent meets the annual performance incentive standards as mutually agreed to by the Board and Superintendent and stated annually in Part 2 of Appendix

“B”, the Superintendent shall receive an incentive payment, not to exceed ten percent (10%) of his base salary for the prior year for actual and objective work performance standards or a specific achievement.

Such payment for the attainment of the performance incentive goals shall be made on or before the second pay in August following the school year in which the performance standards or achievements are met. The incentive payment shall not be a permanent adjustment to the base salary, but will be credited as retirement-covered compensation towards PSERS for the calendar year in which it was paid.

The Superintendent may elect to have all or part of the incentive payment distributed to the following: the Superintendent’s 403(b) or 457(b) Retirement Accounts, the Superintendent’s Health Savings Account, the Superintendent’s 529 accounts, or through a one-time cash payment. All deposits or payments made on behalf of the District to the Superintendent are subject to IRS regulations and requirements.

#### ADDITIONAL BENEFITS

6.05 For the duration of this Agreement, the Superintendent shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93) Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020-June 30, 2024) is attached as Exhibit “C”. Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.

If an excise tax should be instituted during the term of this Agreement, the Board under the Patient Protection and Affordable Healthcare Act (ACA) will either modify or eliminate the plans named above and offer plan options below the excise tax threshold.

6.06 The Superintendent shall be granted twenty-eight (28) vacation days, annually on July 1, all of which shall be available to the Superintendent. He may carry over up to ten (10) unused vacation days from any year to the next and no more. The carryover of unused vacation days shall not be cumulative. The Superintendent shall be permitted to take vacation days at any time, provided that the Assistant Superintendent, Business Manager or Director of Personnel is working within the District during days when school is in session. The Business Manager shall be responsible for maintaining written documentation of the Superintendent’s earned and accrued vacation days. Any unused or not carried over vacation days will be paid for at the end of the school year at his current per diem rate. This pay shall be treated in all respects as additional compensation for days worked beyond the 260 day required by this Agreement.

- 6.07 The Superintendent shall be permitted up to three (3) days per year for personal business, with pay.
- 6.08 The Superintendent may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his home.
- 6.09 The Superintendent shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). The Superintendent may work one (1) day, or use either one (1) vacation day or one (1) personal day, but not a sick day, bereavement day, or family illness day between Christmas and New Years to receive the remaining days of that time period as compensatory time.
- 6.10 In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Superintendent until the long term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to the Superintendent, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of the Superintendent to return to his or her duties, the School District may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Superintendent shall agree upon the physician, from a mutually agreed to list of physicians, who shall conduct the examination. The examination shall be done at the expense of the School District.
- 6.11 The Superintendent shall be provided long-term disability insurance at 66 2/3% of salary, with an \$8,000 monthly benefit cap and a 60-day elimination period.
- 6.12 In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the

Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his home.

Two (2) days of absence without loss of salary shall be allowed for the day of the funeral of a near relative, provided that the Superintendent attends the funeral. The phrase "near relative" shall mean the Superintendent's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

- 6.13 The Superintendent shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.
- 6.14 The Superintendent is authorized to join appropriate professional organizations to be paid for by the School District.
- 6.15 The School District shall reimburse the Superintendent the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Superintendent's choosing and subject to approval of the Board. The Superintendent shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Superintendent shall make the District whole for all graduate school course work reimbursement if the Superintendent's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:
1. Grade level A or B, or a 4.0 - 100% or 3.0, on a scale of 4 or (P)
  2. Grade level C, or a 2.0 or less, - 0% On a scale of 4 or (P)
  3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.
- 6.16 The School District shall provide term life insurance equal to two and one half (2 ½) times the Superintendent's annual salary rounded to the nearest thousand dollars (\$1,000.00).
- 6.17 The Superintendent is authorized to incur reasonable professional expenses, within Board approved budgetary allotments for the Superintendent's office, in the discharge of his duties,



including but not limited to, expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels and similar items related to his employment. The Board shall pay or reimburse the Superintendent for all such expenses upon presentation of an account of such expenditures and documentation of same.

## **POST-RETIREMENT BENEFITS**

### **6.18 Post-Service Insurances**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for the Superintendent when he retires directly from the Avon Grove School District into the Pennsylvania Retirement System. However, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate for the retiree when he is eligible for Medicare and for his spouse when she is eligible for Medicare.

Accumulated Sick Leave.

Accumulated unused sick leave will be paid to the Superintendent at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District. At the Superintendent's discretion, this payment will be deposited into his 403(b) or 457(b) account.

## **ARTICLE VII - SEPARATION FROM EMPLOYMENT**

### **TERMINATION**

7.01 Throughout the term of this contract, the Superintendent shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania. In the event the Superintendent is discharged from employment, this contract shall be terminated, with no additional benefits provided.

7.02 The Board shall give the Superintendent ample notice if it decides not to reappoint the Superintendent. To this end, the Board shall notify the Superintendent, in writing, no later than 365 calendar days prior to the end of this Agreement of its intent not to reappoint him. The Superintendent must call to the attention and advise the Board President and Director of Human Resources of his desire to be reappointed and of the 365 day deadline, as set forth above, in writing 380 calendar days prior to the end of this Agreement.

7.03 The parties intend that this Agreement shall continue for its full duration. However, the Superintendent may resign from his position as Superintendent provided that he advise the

Board, in writing, at least 180 calendar days in advance of his proposed termination date. Notwithstanding the preceding, if Superintendent's proposed resignation is due to a serious health condition not reasonably expected to improve, a physical or mental disability, or a similar unanticipated event that affects his ability to perform under this Agreement, then at the discretion of the Board the 180 day notice period can be waived and may be replaced with a 90 day notice period.

If the Superintendent resigns pursuant to this Section 7.03, the District shall pay and provide to the Superintendent the compensation and benefits the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement. No salary severance or "buyout" is provided for in this Agreement.

#### **ARTICLE VIII - OTHER CONTRACTUAL TERMS**

8.01 All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendments to such Act or to any recodification of such Act. All references to the Administrative Compensation Plan shall refer to any amendments made by the Board during the term of this Agreement.

8.02 Modification of Agreement - Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Superintendent and approved by the Board, and executed by an authorized officer of the Board.

Termination, buyout and severance provisions may not be modified during the Term of the Agreement or in the event this Agreement is terminated prematurely.

8.03 The Board agrees that it shall provide or cause to be provided legal counsel, defend, indemnify and hold harmless the Superintendent from any and all complaints, demands claims, suits, actions, judgments and legal proceedings whatsoever brought against Superintendent in his individual capacity which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board or in his official capacity as agent and employee of the Board, or any other allegation of negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person, which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board; provided that the above provision shall not apply to discipline or discharge proceedings by the Board or to illegal or criminal activity, nor shall Board's provision of legal counsel constitute an admission of Board or School District liability for the action(s) of the Superintendent

complained of. Nothing herein shall be construed as a waiver of the District's obligation set forth in Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S. § 8541 et. seq.

- 8.04 The Superintendent shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the parties, their successors or assigns.
- 8.05 It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the Pennsylvania School Code and the laws of the Commonwealth of Pennsylvania, and that this Agreement shall be construed accordingly.
- 8.06 If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.
- 8.07 The Board on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.
- 8.08 Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.
- 8.09 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.
- 8.10 This Agreement shall be construed, governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.
- 8.11 This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof. Each of these 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 only by a written instrument executed by these parties.

**IN WITNESS WHEREOF** and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

AVON GROVE SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President of the Board  
Dr. Dorothy Linn

WITNESS:

\_\_\_\_\_  
Superintendent  
Dr. M. Christopher Marchese

# EXHIBIT “A”

# Job Description

Title: Superintendent

Qualifications:

1. Relevant prior experience
2. Pennsylvania Letter of Eligibility
3. Doctorate Degree
4. Record of high academic performance

Reports to: Board of School Directors

Supervises: All administrative and supervisory personnel in the district

Job Function: To inspire, lead, guide and direct every member of the administrative, instructional and supportive service teams in setting and achieving the highest standard of excellence so that each individual student enrolled in our district may be provided with a complete, valuable, meaningful and personally rewarding education.

Further, to oversee and administer the use of all district facilities, property and funds with a maximum of efficiency and an ever-present, overriding concern for their impact upon each individual student's education.

Responsibilities:

1. Attends and participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.
2. Serves as ex officio member of committees.
3. Administers as chief school executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the Board.
4. Advises the Board on the need for new or revised policies and sees that all policies of the Board are implemented.
5. Prepares and submits to the Board recommendations relative to all matters requiring Board actions, placing before the Board such necessary and helpful facts, information and reports as needed to ensure the making of informed decisions.
6. Acts on own discretion if emergency action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as possible, and recommends policy in order to provide guidance in the future.
7. Reports to the Board such matters as deemed material to the understanding and proper management of the schools, or as Board may request.
8. Makes all administrative decisions within the school necessary to the proper function of the school district.
9. Makes such rules and gives such instructions to school employees and students as may be necessary to implement Board policy.

10. Delegates at own discretion to other employees of the Board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the superintendent of final responsibility for the action taken under such delegation.
11. Formulates school objectives, policies, plans and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its duty of legislation for the schools.
12. Recommends to the Board for its adoption; all courses of study, curriculum guides and major changes in texts and time schedules to be used in the schools.
13. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communication to be made to the Board.
14. Assists the Board in employee negotiations.
15. Secures and nominates for employment the best qualified and most competent employees.
16. Assigns and transfers employees as the interest of the district may dictate and reports such action to the Board for information and record.
17. Recommends to the Board for final action; the promotion, salary changes, demotion or dismissal of any employee.
18. Directs the preparation of the annual budget by the Board and administers the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted Board policies.
19. Represents the district in its dealing with other school systems, institutions, agencies and community organizations.
20. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences and by other appropriate means and keeps the Board informed of trends in education.
21. Represents the schools before the public, and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs and successes of the schools.
22. Confers periodically with professional and lay groups concerning the school program and transmits to the Board suggestions gained from such conferences.
23. Performs such other tasks as may, from time to time, be assigned by the Board.

# EXHIBIT “B”



Avon Grove  
School District

Superintendent  
Evaluation  
System

## Avon Grove School District Superintendent Evaluation System

### **PART A: Objective Performance Assessment Rubric**

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the Superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; Professionalism; and Annual Goals. A form of his evaluation tool was initially developed by PSBA (Pennsylvania School Boards Assoc.) in accordance with best practice and has been adopted by the Avon Grove School District, with revisions taking into account the District's own procedural and operation perspectives.

The Superintendent is evaluated on each of six agreed-to Objective Performance Standards and Annual Goals, as set forth below, in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; and Professionalism. Ratings shall be provided in the rubric below using scores of 4 for Distinguished; 3 for Proficient; 2 for Needs Improvement; and 1 for Failing.

Any Board Member wishing to internally rate the Superintendent as Failing, in any evaluation category or subcategory, must inform the full Board in an executive session on or before April 15 of the evaluation year. The category or subcategory designated by a Board Member as Failing must be justified quantifiably by the Board Member. The Board shall meet in personnel executive session to discuss specific matters relating to the internal evaluation forms, including but not limited to any Failing scoring. The overall internal numerical averages based on all scores submitted may be considered by the Board as a factor in the final evaluation scoring. The ultimate numerical scoring shall be determined by a majority of the School Board; however, such ultimate scoring as determined by a Board majority shall not be more than  $\frac{1}{4}$  point higher, or lower, than the numerical averages of all scores submitted.

All ratings must be submitted no later than May 31 annually. Any final rating that is submitted outside of this timeline will be disqualified without option for replacement from the rater's composite score.

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 on the District's publicly accessible Internet website.

If a majority of the School Board determines, as part of the internal personnel review process, that the Superintendent should meet with any individual Board Member who rated the Superintendent as Failing in any evaluation category or subcategory, then such meeting shall take place with the subject Board Member, a Board Member selected by the subject Board Member, the Board President, the Superintendent, and a representative of the Superintendent's choice to discuss the stated concerns. Following such internal meeting and feedback, a specific outline or program improvement may be implemented, as the full Board may authorize in its discretion.

The evaluation will be conducted in accordance with the calendar developed and agreed upon by the Board and Superintendent. Failure to meet any aspect in terms of the Superintendent's evaluation timeline will result in a proficient rating and an additional 1% added to the annual adjustment. The Board and Superintendent agree to a seven (7) day grace period regarding timeline adherence.

## Avon Grove School District Superintendent Evaluation System

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<b>Distinguished</b> <b>Range (3.50 – 4.00)</b>	<ul style="list-style-type: none"><li>• Performance is clearly outstanding</li><li>• Performance is superior, far exceeding expectations</li><li>• Performance is exceptional on a regular or continuous basis – the superintendent far outperforms relative to minimum expectations</li></ul>
<b>Proficient</b> <b>Range (2.50 – 3.49)</b>	<ul style="list-style-type: none"><li>• Adequately performs all functions within the role, meeting or occasionally exceeding expectations</li><li>• Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance</li></ul>
<b>Needs Improvement</b> <b>Range (1.50 – 2.49)</b>	<ul style="list-style-type: none"><li>• Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies</li><li>• Performance is less than adequate on a periodic or frequent basis – the superintendent may be developing within the position, but needs to improve to be considered proficient</li></ul>
<b>Failing</b> <b>Range (1.00 – 1.49)</b>	<ul style="list-style-type: none"><li>• Performance is below acceptable levels</li><li>• Fails to meet most expectations associated with the role of superintendent – substantial professional improvement is needed before the superintendent can be considered proficient in the role</li></ul>

---

The Superintendent is evaluated on each of six *Objective Performance Standards and annual goals*. All nine Board members have an equal voice in the Superintendent's evaluation.

---

**Superintendent's Name**

---

**Evaluator's Name**

**School Year**

## Avon Grove School District Superintendent Evaluation System

Using the ratings described above, place an "X" in the appropriate box indicating the superintendent's performance in each area.

<u>Objective Performance Standard</u>				
<p><b>Student Growth and Achievement</b></p> <p><i>Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors. Annual or other district performance objectives are articulated and clearly achieved under the direction of the superintendent relative to PSSA, PVAAS, and other locally determined measures.</i></p> <p><u>Key Performance Indicators</u></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on PSSA tests and has actively developed successful strategies for improvement				
Monitors, oversees, and encourages use of PVAAS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Organizational Leadership –</b>  <i>Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.</i>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/superintendent relationship including appropriate roles and responsibilities				
Ensures compliance with all applicable local, state, and federal laws/regulations				

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

\_\_\_\_\_

\_\_\_\_\_

## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>District Operations and Financial Management</b></p> <p><i>Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the superintendent regarding all financial and budgeting issues				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning expectations				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Communication and Community Relations</b>  <i>Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the board to build support in the community for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the board and coordinates the flow of information from administrators to board committees in a manner consistent with Board Operating Guidelines				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Human Resource Management</b>  <i>Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<u>Key Performance Indicators</u> Effectively works with the board to develop and monitor district policy and administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of superintendent evaluation goals with that of key personnel				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

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

\_\_\_\_\_

\_\_\_\_\_



## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>				
<p><b>Professionalism</b></p> <p><i>Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community.</i></p> <p><i>Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</i></p> <p><u>Key Performance Indicators</u></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
Demonstrates recognition and understanding of public education's role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self-reflection				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Performance Evaluation Form**

**Formative Assessment**

Based on your perceptions of the superintendent's performance noted above:

What are the superintendent's major strengths?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

In what areas do you see a need for improvement?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What resources should be made available in order to support improvement strategies, or what steps should the superintendent take in order to improve performance in areas identified for improvement?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Avon Grove School District Superintendent Performance Evaluation Form**

**Part B: Performance Incentive Standards Tool**

This form provides the superintendent with an opportunity to update the Board on the status of annual performance incentive standards. The annual performance incentive standards should be mutually determined at the beginning of the evaluation cycle by the board/superintendent team. Annual performance incentive standards may support personal professional development for the superintendent, or may be derived from the long and short term priorities and needs within the district.

**Performance Incentive Standard #1**

**INDIVIDUAL GOAL STATEMENT:** \_\_\_\_\_

<b><u>Activities</u></b> <i>What activities will be implemented throughout the year to support attainment of the goal</i>	<b><u>Timeline</u></b> <i>When will the work be completed? What are the intended benchmarks?</i>	<b><u>Anticipated Products/ Benchmarks</u></b> <i>What concrete products or evidence will result from the attainment of the goal?</i>	<b><u>Individuals/Groups Involved</u></b> <i>Who are the individuals that must participate in the activities to support attainment of the goal?</i>	<b><u>Evaluation</u></b> <i>What is the status of the work?</i>

**How would you rate the superintendent's performance in achieving desired annual goals for the district?**

<b>Distinguished</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Failing</b>
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# EXHIBIT “C”

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.



## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.



This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

**AVON GROVE SCHOOL DISTRICT  
EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT**

**ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of March 2022 by and between the Board of School Directors of the Avon Grove School District (hereinafter referred to as the "Board") with offices located at 375 South Jennersville Road, West Grove, Pennsylvania 19390 and Mr. Scott DeShong (hereinafter referred to as "Assistant Superintendent" or "Mr. DeShong")

**ARTICLE II – PREAMBLE**

**WHEREAS**, the Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on February 24, 2022 has appointed the Assistant Superintendent in accordance with the Pennsylvania Public School Code of 1949, as amended (the "School Code").

**WHEREAS**, Mr. DeShong hereby accepts said employment as Assistant Superintendent of the Avon Grove School District for a term of three (3) years.

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

**NOW, THEREFORE** the parties intending to be legally bound and in consideration of the mutual covenants herein contained do hereby agree as follows:

**ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT**

- 3.01 The Board does hereby employ Mr. DeShong in the capacity of Assistant Superintendent of the School District for a term of three (3) years commencing on March 1, 2022 and ending no later than February 28, 2025; Mr. DeShong agrees to accept said employment for such term.
- 3.02 This Agreement shall terminate immediately upon the expiration of the term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with Article VII; (3) unless earlier terminated pursuant to the provisions of the School Code; or (4) it is allowed to renew automatically pursuant to the terms of section 1073(b) of the School Code.

**ARTICLE IV - RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT**

- 4.01 Assistant Superintendent is responsible for all duties specifically enumerated in the job description set forth in Exhibit "A", attached hereto and incorporated herein by reference. The Assistant Superintendent and the Superintendent may administratively revise the job description from time to time.

- 4.02 The Assistant Superintendent covenants that he possesses all of the qualifications that are required by law to serve as an Assistant Superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Assistant Superintendent further agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. The Assistant Superintendent further agrees to devote his entire time, skill, labor, and attention to his employment during the term of this Agreement provided, however, that the Assistant Superintendent, with prior consultation with and permission from the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities and obligations which do not interfere with the performance of his duties. Any activities for which the Assistant Superintendent receives compensation shall be conducted during time when he is not being compensated by the District.

**ARTICLE V - ASSISTANT SUPERINTENDENT  
EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS AND ASSESSMENT**

- 5.01 Beginning with the 2022-23 school year, the performance of the District Assistant Superintendent shall be assessed against the objective performance standards listed below. The Board and Assistant Superintendent hereby mutually agree to the following performance standards:

*Student Growth and Achievement:* Assistant Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Assistant Superintendent relative to PSSA, PVAAS, and other locally determined measures.

*Organizational Leadership:* Assistant Superintendent works collaboratively with the Superintendent to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

*District Operations and Financial Management:* Assistant Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

*Communication and Community Relations:* Assistant Superintendent communicates with and effectively engages the staff, the Superintendent, Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

*Human Resource Management:* Assistant Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

*Professionalism:* Assistant Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Assistant Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

- 5.02 The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board of School Directors. Modifications may be made by the Superintendent and the Board of School Directors to address the current nature of challenges, issues and needs facing the District.
- 5.03 The Board and Superintendent shall evaluate the Assistant Superintendent annually in accordance with statutes, regulations and Board policy relating to the Assistant Superintendent evaluation. Each annual evaluation shall be conducted using the same process used to evaluate the Superintendent of Schools. The evaluation must be in writing and shall represent a consensus of the Board and Superintendent. The written performance assessment will be conducted no later than June 15th of each year of the term. Following each evaluation, the District shall post on its website information as to whether the Assistant Superintendent met the objective performance standards.
- 5.04 The evaluation instrument is outlined in Exhibit "B". The evaluation shall contain the following performance ratings: Distinguished, Proficient, Needs Improvement, and Failing.

#### **ARTICLE VI – TOTAL COMPENSATION AND BENEFITS SALARY**

- 6.01 For the period, March 1, 2022 to June 30, 2022, the Board agrees to compensate the Assistant Superintendent the amount of \$170,000 (prorated) to be paid in equal installments in accordance with the policy of the Board governing salary payments to other professional employees of the District.

For the period, July 1, 2022 to June 30, 2023, the Board agrees to compensate the Assistant Superintendent the annualized amount of \$174,675 to be paid in equal installments in accordance with the policy of the Board governing salary payments to other professional employees of the District.

- 6.02 Beginning July 1, 2023, and every July 1 thereafter during the term of this Agreement, and provided that the Assistant Superintendent is rated at least at a proficient level, the Assistant Superintendent 's Base Salary, as set forth in paragraph 6.01 above shall be increased over the previous year by:

July 1, 2023 = 2.25%

July 1, 2024 = 2.5%

- 6.03 Salary increases under paragraph 6.02 shall only be awarded based on an overall performance evaluation of "Proficient" or "Distinguished" in all performance standard categories listed in Article V of this Agreement, as averaged numerically from all evaluations received from Board members and Superintendent submitting an evaluation. In the event the Assistant Superintendent receives two consecutive overall ratings of "Needs Improvement" during the term, the Board shall have the discretion as to any increase in Assistant Superintendent's salary regardless of performance evaluation rating.
- 6.04 During the 2022-23 and 2023-24 school years, the Board will allocate an amount of 1.5% of the annual salary of the Assistant Superintendent to earn a merit bonus based on performance if the Assistant Superintendent is rated as "Distinguished" by the Superintendent. This increase will be paid in a lump sum, on or before August 31 of the applicable school year and will become part of the Assistant Superintendent's base salary for that year.

#### **ADDITIONAL BENEFITS**

- 6.05 For the duration of this Agreement, the Assistant Superintendent shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93 Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020 – June 30, 2024) is attached as Exhibit "C". Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.
- 6.06 The Assistant Superintendent shall be granted twenty-two (22) paid vacation days, annually, all of which shall be available to the Assistant Superintendent as of July 1, 2022 and July 1 of each year thereafter through the end of this agreement. Effective, July 1, 2022, the Assistant Superintendent may carry over up to ten (10) unused vacation days from any year to the next and no more. The carryover of unused vacation days shall not be cumulative. The Assistant Superintendent shall be permitted to take vacation days at any time, provided that the Superintendent, Business Administrator or Director of Personnel is working within the District during days when school is in session. The Superintendent shall be responsible for maintaining written documentation of the Assistant Superintendent's earned and accrued vacation days. The Assistant Superintendent may elect to have the District buy back up to 10 vacation days annually, at his then-current per diem rate. The Assistant Superintendent may elect to have all or part of the vacation day buy back distributed to any or any combination of the following: The Assistant Superintendent's 403(b) or 457(b) Retirement Accounts, the Assistant Superintendent's Health Savings Account, or through a one-time cash payment. All deposits or payments made on behalf of the District to the Assistant Superintendent are subject to IRS regulations and requirements. Upon termination of employment, the Assistant Superintendent shall be paid at the current per diem basis for any accrued unused vacation days.

6.07 Effective, July 1, 2022, the Assistant Superintendent shall be permitted up to three (3) paid days per year for personal business.

6.08 Effective, July 1, 2022, the Assistant Superintendent shall earn one (1) day of sick leave per month, up to twelve (12) additional days of sick leave per year of the term. Unused sick leave shall be cumulative and accrue from year to year.

The Assistant Superintendent may use up to seven (7) days of accrued sick leave per year of this Agreement due to illness of a member of his immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the Assistant Superintendent's household, or any person with whom the administrator has made or is presently making his home.

6.09 The Assistant Superintendent shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). The Assistant Superintendent may work one (1) day, or use either one (1) vacation day or one (1) personal day, but not a sick day, bereavement day, or family illness day between Christmas and New Years to receive the remaining days of that time period as compensatory time.

6.10 In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the District shall provide up to sixty (60) short term disability days to the Assistant Superintendent until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to the Assistant Superintendent, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of the Assistant Superintendent to return to his duties, the School District may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Assistant Superintendent shall agree upon the physician, from a mutually agreed to list of physicians, who shall conduct the examination. The examination shall be done at the expense of the School District.

6.11 The Assistant Superintendent shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

6.12 1. In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Assistant Superintendent's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Assistant Superintendent's household; and (vii) any person with whom the Assistant Superintendent has made or is presently making his home.

2. Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Assistant Superintendent attends the funeral. The phrase "near relative" shall mean the Assistant Superintendent 's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

- 6.13 The Assistant Superintendent shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.
- 6.14 The Assistant Superintendent may receive Uncompensated Leave as set forth in Board policy.
- 6.15 The Assistant Superintendent may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.
- 6.16 The Assistant Superintendent shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.
- 6.17 The Assistant Superintendent is authorized to join appropriate professional organizations to be paid for by the School District.
- 6.18 The School District shall reimburse the Assistant Superintendent the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Assistant Superintendent 's choosing and subject to approval of the Board. The Assistant Superintendent shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Assistant Superintendent shall make the District whole for all graduate school course work reimbursement if the Assistant Superintendent 's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the School District. Reimbursement by the School District shall be governed by the following:
1. Grade level A or B, or a 4.0 - 100% or 3.0, on a scale of 4 or (P)
  2. Grade level C, or a 2.0 or less, - 0% On a scale of 4 or (P)
  3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.
- 6.19 The School District shall provide term life insurance for the Assistant Superintendent equivalent to two times (2x) her annual salary. Additional term life insurance will be made available with the cost to be paid by the Assistant Superintendent.



- 6.20 The Assistant Superintendent is authorized to incur reasonable professional expenses, within Board approved budgetary allotments for the Assistant Superintendent's office, in the discharge of her duties, including but not limited to, expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels and similar items related to her employment. The Board shall pay or reimburse the Assistant Superintendent for all such expenses upon presentation of an account of such expenditures and documentation of same.

#### **POST-RETIREMENT BENEFITS**

- 6.21 The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for the Assistant Superintendent, including coverage for eligible dependents, if he retires directly from the School District into PSERS during the term of this Agreement after having completed at least ten (10) years of service with the School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for any and all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree and his eligible dependents.

Accumulated sick leave available to the Assistant Superintendent under this Agreement shall, upon resignation or retirement from the District after at least ten (10) years of service in the District be paid to the Assistant Superintendent at the rate of One Hundred Dollars (\$100.00) per day for each day of accumulated sick leave, or the maximum rate per day for each day of accumulated sick leave in the Act 93 Agreement, whichever is greater.

#### **ARTICLE VII - SEPARATION FROM EMPLOYMENT**

##### **TERMINATION**

- 7.01 Throughout the term of this Agreement, the Assistant Superintendent shall be subject to discharge for valid reasons specified in the School Code. In the event the Assistant Superintendent is discharged from employment, this Agreement shall be terminated, with no additional benefits provided.
- 7.02 The Board shall give the Assistant Superintendent ample notice if it decides not to reappoint the Assistant Superintendent. To this end, the Board shall notify the Assistant Superintendent, in writing, no later than 180 calendar days prior to the end of this Agreement of its intent not to reappoint him. The Assistant Superintendent must call to the attention and advise the Board President and Superintendent of his desire to be reappointed and of the 180 day deadline, as set forth above, in writing 195 calendar days prior to the end of this Agreement.
- 7.03 The parties intend that this Agreement shall continue for its full duration. However, the Assistant Superintendent may resign from his position as Assistant Superintendent, provided that he advises the Board, in writing, at least 120 calendar days in advance of his proposed termination date. Notwithstanding the preceding, if Assistant Superintendent's proposed

resignation is due to a serious health condition not reasonably expected to improve, a physical or mental disability, or a similar unanticipated event that affects his ability to perform under this Agreement, then at the discretion of the Board the 120 day notice period can be waived and may be replaced with a 90 day notice period.

7.04 This Agreement does not provide for any severance or buy-out.

#### **ARTICLE VIII - OTHER CONTRACTUAL TERMS**

8.01 All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendments to such Act or to any recodification of such Act. All references to the Administrative Compensation Plan or Act 93 Agreement shall refer to Exhibit "C" attached hereto.

8.02 Modification of Agreement - Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Assistant Superintendent and approved by the Board, and executed by an authorized officer of the Board. Provisions related to termination, severance or buy-out shall not be amended during the term of this Agreement.

8.03 The Board agrees that it shall provide or cause to be provided legal counsel, defend, indemnify and hold harmless the Assistant Superintendent from any and all complaints, demands claims, suits, actions, judgments and legal proceedings whatsoever brought against Assistant Superintendent in his individual capacity which arose while the Assistant Superintendent was acting within the scope of his employment or at the direction of the Board or in his official capacity as agent and employee of the Board, or any other allegation of negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person, which arose while the Assistant Superintendent was acting within the scope of his employment or at the direction of the Board; provided that the above provision shall not apply to discipline or discharge proceedings by the Board, nor shall Board's provision of legal counsel constitute an admission of Board or School District liability for the action(s) of the Assistant Superintendent complained of.

8.04 The Assistant Superintendent shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the parties, their successors or assigns.

8.05 It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the School Code and the laws of the Commonwealth of Pennsylvania, and that this Agreement shall be construed accordingly.

8.06 If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from

the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

- 8.07 The Board on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.
- 8.08 Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.
- 8.09 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 validity of this Agreement.
- 8.10 This Agreement shall be construed, governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.
- 8.11 This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof. Each of these 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 only by a written instrument executed by these parties.

**IN WITNESS WHEREOF** and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

AVON GROVE SCHOOL DISTRICT



Secretary



President of the Board  
Dr. Dorothy Linn

WITNESS:



Assistant Superintendent  
Mr. Scott DeShong

# EXHIBIT "A"

**Position Title:** Assistant Superintendent, Secondary

**Job Classification:** Senior Management

**Qualifications:**

Education: Master's Degree plus post Master's study; Doctorate Preferred

Certification: Letter of Eligibility

Experience: Minimum of five (5) years as an Administrator.

**Reports To and Evaluated By:**

Per School Code.

**Supervises and Evaluates:**

The Assistant Superintendent, Secondary supervises and evaluates the Supervisors of Teaching and Learning, the Director of Technology, the Director of Pupil Services, and secondary principals.

**Principal Function:**

The Assistant Superintendent, Secondary shall be responsible for providing professional leadership in the development, organization, administration, supervision and evaluation in the areas of Teaching, Learning and Assessment, Technology, and Pupil Services to support the students' educational process in the Secondary Schools.

**Essential Duties and Responsibilities\*:**

1. Instructional Leader, Secondary Programs
  - Responsible for facilitating the development, implementation and evaluation of educational programs and activities and making recommendations for improvement.
  - Responsible for facilitating the professional staff with the essential instructional materials for carrying out an instructional program, which meets the needs of all students.
  - In conjunction with all direct reports, facilitates the development, implementation and monitoring of annual budgets to support the needs of all students.
  
2. Teaching and Learning, Secondary Programs
  - Provides oversight in the area of Teaching, Learning and Assessment.
  - Assists in planning and implementing staff development programs for professional personnel.
  - Serves as co-chairperson of the Board Curriculum Committee.
  - Organizes committees of teachers, administrators, and community members to evaluate educational programs, conduct on-going program reviews and select appropriate instructional materials for student and teacher use.

- Integrates instructional programs among the schools and articulates curricula between middle and high school grade levels.
  - Designs, recommends, and implements district approved pilot programs and disseminates and interprets the results to administrators, teachers, and staff, as appropriate.
  - Supervises the preparation and revision of planned courses of study.
  - With support from the Supervisor(s) of Teaching and Learning, and in alignment with state and national requirements, facilitates the development and implementation of the student assessment system.
  - Observes the in-class performance of teachers, and confers and consults with building principals and supervisors regarding their professional development.
3. Technology, Secondary Programs
- In conjunction with the Director of Technology, provides oversight for all instructional technology and educational data analysis in carrying out the district's technology plan.
  - Assists in planning and implementing staff development programs for professional staff.
4. Pupil Services, Secondary Programs
- In conjunction with the Director of Pupil Services provides oversight for all aspects of special education (including Gifted and Speech and Language Services), psychological, guidance and health service programs within the Avon Grove School District.
  - In conjunction with Director of Pupil Services, responsible for the District and state special education tracking system.
  - In conjunction with Director of Pupil Services and Supervisor of Special Education, ensures compliance with local, state, and federal special education laws, regulations, policies, and guidelines.
5. Research and Evaluation, Secondary Programs
- Directs, supervises, analyzes, evaluates, and coordinates the interpretation of and release of student test results.
  - Implements the district assessment system, meeting the requirements of state and national guidelines.
  - Monitors and reports to the Superintendent of Schools significant changes to the program that strengthen the district.
6. Federal Programs, Secondary
- Oversees federal assistance and federally-related programs and employees.
  - Works closely with the Assistant Business Manager and Controller in maintaining accurate accounts for all federally-related programs and projects.
7. District Enrollment Forecasting, Secondary
- In conjunction with the Business Manager, directs and supervises all aspects of Secondary enrollment projections for the Avon Grove School District.
  - Assists the office of the Business Manager in generating studies and reports relating to enrollment projections.
  - Assists the office of the Superintendent of Schools in all multi-year, long-range plans as defined by Secondary enrollment projections.
  - Ensures that all classes fall within appropriate class size ranges.

8. Policy Development

- Periodically reviews all policies associated with areas of responsibility to assure that policies are current and consistent with legal mandates and best practices.
- Makes recommendations to the Superintendent of Schools for changes in policy necessary to comply with current law and practice, and which assure the smooth operation of the District.
- Provides appropriate in-services to administration/staff regarding new policies, as needed or required by law.

9. Organizational Relationships

- Accountable to the Superintendent of Schools for the performance of assigned duties.
- Serves as a member of the Superintendent's Cabinet.
- Assumes the role of Acting Superintendent of Schools in the absence of the Superintendent of Schools.

10. Strategic Planning

- Serves as the internal co-facilitator for the district's strategic planning process.
- Works with action plan facilitators to chart progress toward completion of Strategic Plan.

11. Secondary Teaching and Learning Program Budget

- Develops the instructional budget to include essential funds to carry out the instructional program.
- Develops budgets to best utilize the allocated funds from state and Federal grants.
- Consistently monitors the budget to ensure that cost-saving measures are considered throughout the budget process.

12. Support of District

- Enthusiastically supports and administers all adopted school board policies and district-wide administrative regulations.
- Actively participates in all process-oriented changes suggested for school board policies and district-wide administrative regulations.
- Be thoroughly familiarized with and user of all Avon Grove computer and data processing systems.
- Interprets district's student services policies to students, staff and community.
- Keeps current in the developments and innovations in the area by reviewing the literature, attending professional meetings and conferences, and discussing developments and problems of mutual interest with other educators.
- Assists in planning and implementing staff development programs for professional personnel.
- Attends Board meetings and prepares reports for the Board as directed by the Superintendent of Schools.

13. Performs any other duties as assigned by the Superintendent of Schools.

\* This list is intended to be illustrative rather than complete, and serves to show major duties and responsibilities and differentiates the position from others in the district.

**Physical Necessities and Work Environment:**

Position requires sitting, standing, walking or moving throughout the building, often for extended periods of the workday. Must be able to hear (40 decibel loss maximum), verbally communicate, and have vision requirements of near acuity of 20 inches or less and far acuity of 20 feet or more with depth perception, accommodation and field vision. Required to move (push, pull, lift, carry, slide) office supplies weighing no more than 45 pounds. Requires use of either hand for fine manipulation, simple grasping and push/pull functions. Performs a variety of duties. Climbs stairs in and or around the building.

May occasionally bend and reach to secure records/files from desk, shelves, and filing cabinets. Requires use of either hand for simple grasping, fine manipulation, and push/pull functions. Subject to inside environmental conditions.

The position holder must be able to perform the essential job functions with or without reasonable accommodations. It is the responsibility of the employee to inform the Avon Grove School District's Director of Personnel of any and all reasonable accommodations that will be required.



# EXHIBIT “B”

## Avon Grove School District Assistant Superintendent Performance Evaluation Form

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the Assistant Superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; Professionalism; and Annual Goals. This evaluation tool was developed by PSBA (Pennsylvania School Boards Assoc.) in accordance with best practice and has been adopted by the Avon Grove School District.

<b>Distinguished</b> Range (3.50 – 4.00)	<ul style="list-style-type: none"><li>• Performance is clearly outstanding</li><li>• Performance is superior, far exceeding expectations</li><li>• Performance is exceptional on a regular or continuous basis – the Assistant Superintendent far outperforms relative to minimum</li></ul>
<b>Proficient</b> Range (2.50 – 3.49)	<ul style="list-style-type: none"><li>• Adequately performs all functions within the role, meeting or occasionally exceeding expectations</li><li>• Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance</li></ul>
<b>Needs Improvement</b> Range (1.50 – 2.49)	<ul style="list-style-type: none"><li>• Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies</li><li>• Performance is less than adequate on a periodic or frequent basis – the Assistant Superintendent may be developing within the position, needs to improve to be considered proficient</li></ul>
<b>Failing</b> Range (1.00 – 1.49)	<ul style="list-style-type: none"><li>• Performance is below acceptable levels</li><li>• Fails to meet most expectations associated with the role of Assistant Superintendent – substantial professional improvement is before the Assistant Superintendent can be considered proficient in</li></ul>

The Assistant Superintendent is evaluated on each of six *Objective Performance Standards and annual goals*. All nine Board members have an equal voice in the Assistant Superintendent's evaluation.

---

**Assistant Superintendent's Name**

---

**Evaluator's Name**

**School Year**

## Avon Grove School District Assistant Superintendent Performance Evaluation Form

Using the ratings described above, place an "X" in the appropriate box indicating the Assistant Superintendent's performance in each area.

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>Student Growth and Achievement</b></p> <p><i>Assistant Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors. Annual or other district performance objectives are articulated and clearly achieved under the direction of the Assistant Superintendent relative to PSSA, PVAAS, and other locally determined measures.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on PSSA tests and has actively developed successful strategies for improvement including meeting annual requirements for Adequate Yearly Progress				
Monitors, oversees, and encourages use of PVAAS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

**How would you classify the Assistant Superintendent's overall performance in the area of Student Growth and Achievement?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>  <b>Organizational Leadership –</b>  <i>Assistant Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/Assistant Superintendent relationship				
Ensures compliance with all applicable local, state, and federal laws/regulations				

**How would you classify the Assistant Superintendent’s overall performance in the area of Organizational Leadership?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>  <b>District Operations and Financial Management</b>  <i>Assistant Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the Assistant Superintendent				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning expectations				

**How would you classify the Assistant Superintendent's overall performance in the area of District-wide Management?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>Communication and Community Relations</b></p> <p><i>Assistant Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.</i></p>				
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the board to build support in the community for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the board and coordinates the flow of information from administrators to board committees in a manner consistent with Board Operating Guidelines				

**How would you classify the Assistant Superintendent's overall performance in the area of Communication and Community Relations?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>Human Resource Management</b></p> <p><i>Assistant Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of Assistant Superintendent evaluation goals with that of key				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

**How would you classify the Assistant Superintendent's overall performance in the area of Human Resource Management?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>Professionalism</b></p> <p><i>Assistant Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Assistant Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</i></p>				
Demonstrates recognition and understanding of public education's role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of Assistant Superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the Assistant Superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self reflection				

**How would you classify the Assistant Superintendent's overall performance in the area of Professionalism?**

Distinguished	Proficient	Needs Improvement	Failing
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Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



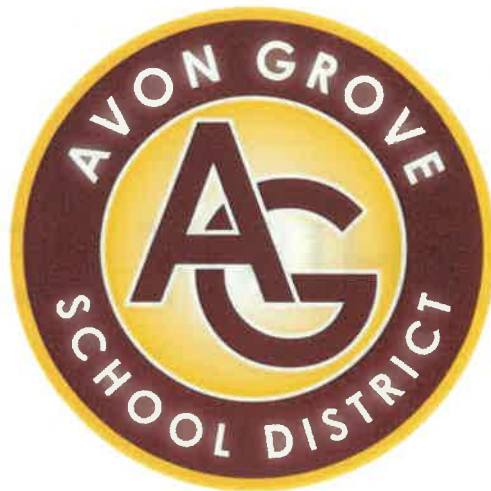
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Case No. 13-cv-00012-JSM

# EXHIBIT "C"

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as “Distinguished” on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.



## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or nephew; (v) son-in-law or daughter-in-law; and (vi) brother-in-law or sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

**AVON GROVE SCHOOL DISTRICT  
EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT**

**ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of March 2022 by and between the Board of School Directors of the Avon Grove School District (hereinafter referred to as the "Board") with offices located at 375 South Jennersville Road, West Grove, Pennsylvania 19390 and Dr. Nicole Harvey (hereinafter referred to as "Assistant Superintendent" or "Dr. Harvey")

**ARTICLE II – PREAMBLE**

**WHEREAS**, the Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on February 24, 2022 has appointed the Assistant Superintendent in accordance with the Pennsylvania Public School Code of 1949, as amended (the "School Code").

**WHEREAS**, Dr. Harvey hereby accepts said employment as Assistant Superintendent of the Avon Grove School District for a term of three (3) years.

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

**NOW, THEREFORE** the parties intending to be legally bound and in consideration of the mutual covenants herein contained do hereby agree as follows:

**ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT**

- 3.01 The Board does hereby employ Dr. Harvey in the capacity of Assistant Superintendent of the School District for a term of three (3) years commencing on March 1, 2022 and ending no later than February 28, 2025; Dr. Harvey agrees to accept said employment for such term.
- 3.02 This Agreement shall terminate immediately upon the expiration of the term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with Article VII; (3) unless earlier terminated pursuant to the provisions of the School Code; or (4) it is allowed to renew automatically pursuant to the terms of section 1073(b) of the School Code.

**ARTICLE IV - RESPONSIBILITIES OF THE ASSISTANT SUPERINTENDENT**

- 4.01 Assistant Superintendent is responsible for all duties specifically enumerated in the job description set forth in Exhibit "A", attached hereto and incorporated herein by reference. The Assistant Superintendent and the Superintendent may administratively revise the job description from time to time.
- 4.02 The Assistant Superintendent covenants that she possesses all of the qualifications that are required by law to serve as an Assistant Superintendent of a public school district under the laws



of the Commonwealth of Pennsylvania. The Assistant Superintendent further agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. The Assistant Superintendent further agrees to devote her entire time, skill, labor, and attention to her employment during the term of this Agreement provided, however, that the Assistant Superintendent, with prior consultation with and permission from the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities and obligations which do not interfere with the performance of her duties. Any activities for which the Assistant Superintendent receives compensation shall be conducted during time when she is not being compensated by the District.

**ARTICLE V - ASSISTANT SUPERINTENDENT  
EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS AND ASSESSMENT**

- 5.01 Beginning with the 2022-23 school year, the performance of the District Assistant Superintendent shall be assessed against the objective performance standards listed below. The Board and Assistant Superintendent hereby mutually agree to the following performance standards:

*Student Growth and Achievement:* Assistant Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Assistant Superintendent relative to PSSA, PVAAS, and other locally determined measures.

*Organizational Leadership:* Assistant Superintendent works collaboratively with the Superintendent to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

*District Operations and Financial Management:* Assistant Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

*Communication and Community Relations:* Assistant Superintendent communicates with and effectively engages the staff, the Superintendent, Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

*Human Resource Management:* Assistant Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

*Professionalism:* Assistant Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Assistant Superintendent additionally works to individually reflect upon her effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

- 5.02 The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board of School Directors. Modifications may be made by the Superintendent and the Board of School Directors to address the current nature of challenges, issues and needs facing the District.
- 5.03 The Board and Superintendent shall evaluate the Assistant Superintendent annually in accordance with statutes, regulations and Board policy relating to the Assistant Superintendent evaluation. Each annual evaluation shall be conducted using the same process used to evaluate the Superintendent of Schools. The evaluation must be in writing and shall represent a consensus of the Board and Superintendent. The written performance assessment will be conducted no later than June 15th of each year of the term. Following each evaluation, the District shall post on its website information as to whether the Assistant Superintendent met the objective performance standards.
- 5.04 The evaluation instrument is outlined in Exhibit "B". The evaluation shall contain the following performance ratings: Distinguished, Proficient, Needs Improvement, and Failing.

#### **ARTICLE VI – TOTAL COMPENSATION AND BENEFITS SALARY**

- 6.01 For the period, March 1, 2022 to June 30, 2022, the Board agrees to compensate the Assistant Superintendent the amount of \$170,000 (prorated) to be paid in equal installments in accordance with the policy of the Board governing salary payments to other professional employees of the District.

For the period, July 1, 2022 to June 30, 2023, the Board agrees to compensate the Assistant Superintendent the annualized amount of \$174,675 to be paid in equal installments in accordance with the policy of the Board governing salary payments to other professional employees of the District.

- 6.02 Beginning July 1, 2023, and every July 1 thereafter during the term of this Agreement, and provided that the Assistant Superintendent is rated at least at a proficient level, the Assistant Superintendent 's Base Salary, as set forth in paragraph 6.01 above shall be increased over the previous year by:

July 1, 2023 = 2.25%

July 1, 2024 = 2.5%

- 6.03 Salary increases under paragraph 6.02 shall only be awarded based on an overall performance evaluation of "Proficient" or "Distinguished" in all performance standard categories listed in Article V of this Agreement, as averaged numerically from all evaluations received from Board members and Superintendent submitting an evaluation. In the event the Assistant Superintendent receives two consecutive overall ratings of "Needs Improvement" during the term, the Board shall have the discretion as to any increase in Assistant Superintendent 's salary regardless of performance evaluation rating.
- 6.04 During the 2022-23 and 2023-24 school years, the Board will allocate an amount of 1.5% of the annual salary of the Assistant Superintendent to earn a merit bonus based on performance if the Assistant Superintendent is rated as "Distinguished" by the Superintendent. This increase will be paid in a lump sum, on or before August 31 of the applicable school year and will become part of the Assistant Superintendent 's base salary for that year.

#### **ADDITIONAL BENEFITS**

- 6.05 For the duration of this Agreement, the Assistant Superintendent shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93 Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020 – June 30, 2024) is attached as Exhibit "C". Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.
- 6.06 The Assistant Superintendent shall be granted twenty-two (22) paid vacation days, annually, all of which shall be available to the Assistant Superintendent as of July 1, 2022 and July 1 of each year thereafter through the end of this agreement. Effective, July 1, 2022, the Assistant Superintendent may carry over up to ten (10) unused vacation days from any year to the next and no more. The carryover of unused vacation days shall not be cumulative. The Assistant Superintendent shall be permitted to take vacation days at any time, provided that the Superintendent, Business Administrator or Director of Personnel is working within the District during days when school is in session. The Superintendent shall be responsible for maintaining written documentation of the Assistant Superintendent 's earned and accrued vacation days. The Assistant Superintendent may elect to have the District buy back up to 10 vacation days annually, at her then-current per diem rate. The Assistant Superintendent may elect to have all or part of the vacation day buy back distributed to any or any combination of the following: The Assistant Superintendent 's 403(b) or 457(b) Retirement Accounts, the Assistant Superintendent's Health Savings Account, or through a one-time cash payment. All deposits or payments made on behalf of the District to the Assistant Superintendent are subject to IRS regulations and requirements. Upon termination of employment, the Assistant Superintendent shall be paid at the current per diem basis for any accrued unused vacation days.
- 6.07 Effective, July 1, 2022, the Assistant Superintendent shall be permitted up to three (3) paid days per year for personal business.

- 6.08 Effective, July 1, 2022, the Assistant Superintendent shall earn one (1) day of sick leave per month, up to twelve (12) additional days of sick leave per year of the term. Unused sick leave shall be cumulative and accrue from year to year.

The Assistant Superintendent may use up to seven (7) days of accrued sick leave per year of this Agreement due to illness of a member of her immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the Assistant Superintendent's household, or any person with whom the administrator has made or is presently making her home.

- 6.09 The Assistant Superintendent shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). The Assistant Superintendent may work one (1) day, or use either one (1) vacation day or one (1) personal day, but not a sick day, bereavement day, or family illness day between Christmas and New Years to receive the remaining days of that time period as compensatory time.

- 6.10 In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the District shall provide up to sixty (60) short term disability days to the Assistant Superintendent until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to the Assistant Superintendent, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of the Assistant Superintendent to return to her duties, the School District may require the Assistant Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Assistant Superintendent shall agree upon the physician, from a mutually agreed to list of physicians, who shall conduct the examination. The examination shall be done at the expense of the School District.

- 6.11 The Assistant Superintendent shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

- 6.12 1. In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Assistant Superintendent's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Assistant Superintendent's household; and (vii) any person with whom the Assistant Superintendent has made or is presently making her home.

2. Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Assistant Superintendent attends the funeral. The phrase "near

relative” shall mean the Assistant Superintendent’s: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

- 6.13 The Assistant Superintendent shall be entitled to five (5) Family Illness Days per school term to care for any member of their “immediate family” as previously defined in this plan.
- 6.14 The Assistant Superintendent may receive Uncompensated Leave as set forth in Board policy.
- 6.15 The Assistant Superintendent may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.
- 6.16 The Assistant Superintendent shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.
- 6.17 The Assistant Superintendent is authorized to join appropriate professional organizations to be paid for by the School District.
- 6.18 The School District shall reimburse the Assistant Superintendent the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Assistant Superintendent’s choosing and subject to approval of the Board. The Assistant Superintendent shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Assistant Superintendent shall make the District whole for all graduate school course work reimbursement if the Assistant Superintendent’s separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the School District. Reimbursement by the School District shall be governed by the following:
1. Grade level A or B, or a 4.0 - 100% or 3.0, on a scale of 4 or (P)
  2. Grade level C, or a 2.0 or less, - 0% On a scale of 4 or (P)
  3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.
- 6.19 The School District shall provide term life insurance for the Assistant Superintendent equivalent to two times (2x) her annual salary. Additional term life insurance will be made available with the cost to be paid by the Assistant Superintendent.
- 6.20 The Assistant Superintendent is authorized to incur reasonable professional expenses, within Board approved budgetary allotments for the Assistant Superintendent’s office, in the discharge

of her duties, including but not limited to, expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels and similar items related to her employment. The Board shall pay or reimburse the Assistant Superintendent for all such expenses upon presentation of an account of such expenditures and documentation of same.

#### **POST-RETIREMENT BENEFITS**

- 6.21 The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for the Assistant Superintendent, including coverage for eligible dependents, if she retires directly from the School District into PSERS during the term of this Agreement after having completed at least ten (10) years of service with the School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for any and all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree and her eligible dependents.

Accumulated sick leave available to the Assistant Superintendent under this Agreement shall, upon resignation or retirement from the District after at least ten (10) years of service in the District be paid to the Assistant Superintendent at the rate of One Hundred Dollars (\$100.00) per day for each day of accumulated sick leave, or the maximum rate per day for each day of accumulated sick leave in the Act 93 Agreement, whichever is greater.

#### **ARTICLE VII - SEPARATION FROM EMPLOYMENT**

##### **TERMINATION**

- 7.01 Throughout the term of this Agreement, the Assistant Superintendent shall be subject to discharge for valid reasons specified in the School Code. In the event the Assistant Superintendent is discharged from employment, this Agreement shall be terminated, with no additional benefits provided.
- 7.02 The Board shall give the Assistant Superintendent ample notice if it decides not to reappoint the Assistant Superintendent. To this end, the Board shall notify the Assistant Superintendent, in writing, no later than 180 calendar days prior to the end of this Agreement of its intent not to reappoint her. The Assistant Superintendent must call to the attention and advise the Board President and Superintendent of her desire to be reappointed and of the 180 day deadline, as set forth above, in writing 195 calendar days prior to the end of this Agreement.
- 7.03 The parties intend that this Agreement shall continue for its full duration. However, the Assistant Superintendent may resign from her position as Assistant Superintendent, provided that she advises the Board, in writing, at least 120 calendar days in advance of her proposed termination date. Notwithstanding the preceding, if Assistant Superintendent's proposed resignation is due to a serious health condition not reasonably expected to improve, a physical or mental disability, or a similar unanticipated event that affects her ability to perform under

this Agreement, then at the discretion of the Board the 120 day notice period can be waived and may be replaced with a 90 day notice period.

7.04 This Agreement does not provide for any severance or buy-out.

#### **ARTICLE VIII - OTHER CONTRACTUAL TERMS**

8.01 All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendments to such Act or to any recodification of such Act. All references to the Administrative Compensation Plan or Act 93 Agreement shall refer to Exhibit "C" attached hereto.

8.02 Modification of Agreement - Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Assistant Superintendent and approved by the Board, and executed by an authorized officer of the Board. Provisions related to termination, severance or buy-out shall not be amended during the term of this Agreement.

8.03 The Board agrees that it shall provide or cause to be provided legal counsel, defend, indemnify and hold harmless the Assistant Superintendent from any and all complaints, demands claims, suits, actions, judgments and legal proceedings whatsoever brought against Assistant Superintendent in her individual capacity which arose while the Assistant Superintendent was acting within the scope of her employment or at the direction of the Board or in her official capacity as agent and employee of the Board, or any other allegation of negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person, which arose while the Assistant Superintendent was acting within the scope of her employment or at the direction of the Board; provided that the above provision shall not apply to discipline or discharge proceedings by the Board, nor shall Board's provision of legal counsel constitute an admission of Board or School District liability for the action(s) of the Assistant Superintendent complained of.

8.04 The Assistant Superintendent shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the parties, their successors or assigns.

8.05 It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the School Code and the laws of the Commonwealth of Pennsylvania, and that this Agreement shall be construed accordingly.

8.06 If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

- 8.07 The Board on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.
- 8.08 Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.
- 8.09 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 validity of this Agreement.
- 8.10 This Agreement shall be construed, governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.
- 8.11 This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof. Each of these 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 only by a written instrument executed by these parties.

**IN WITNESS WHEREOF** and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

AVON GROVE SCHOOL DISTRICT



Secretary

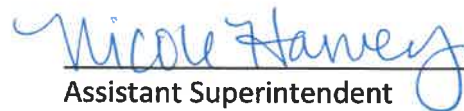


President of the Board

Dr. Dorothy Linn

WITNESS:





Assistant Superintendent

Dr. Nicole Harvey



# EXHIBIT "A"

**Position Title:** Assistant Superintendent, Elementary

**Job Classification:** Senior Management

**Qualifications:**

Education: Master's Degree plus post Master's study; Doctorate Preferred  
Certification: Letter of Eligibility  
Experience: Minimum of five (5) years as an Administrator.

**Reports To and Evaluated By:**

Per School Code.

**Supervises and Evaluates:**

The Assistant Superintendent, Elementary supervises and evaluates the Supervisors of Teaching and Learning, the Director of Technology, the Director of Pupil Services, and elementary principals.

**Principal Function:**

The Assistant Superintendent, Elementary shall be responsible for providing professional leadership in the development, organization, administration, supervision and evaluation in the areas of Teaching, Learning and Assessment, Technology, and Pupil Services to support the students' educational process in the Elementary Schools.

**Essential Duties and Responsibilities\*:**

1. Instructional Leader, Elementary Programs
  - Responsible for facilitating the development, implementation and evaluation of educational programs and activities and making recommendations for improvement.
  - Responsible for facilitating the professional staff with the essential instructional materials for carrying out an instructional program, which meets the needs of all students.
  - In conjunction with all direct reports, facilitates the development, implementation and monitoring of annual budgets to support the needs of all students.
  
2. Teaching and Learning, Elementary Programs
  - Provides oversight in the area of Teaching, Learning and Assessment.
  - Assists in planning and implementing staff development programs for professional personnel.
  - Serves as co-chairperson of the Board Curriculum Committee.
  - Organizes committees of teachers, administrators, and community members to evaluate educational programs, conduct on-going program reviews and select appropriate instructional materials for student and teacher use.

- Integrates instructional programs among the schools and articulates curricula between elementary and intermediate grade levels.
  - Designs, recommends, and implements district approved pilot programs and disseminates and interprets the results to administrators, teachers, and staff, as appropriate.
  - Supervises the preparation and revision of planned courses of study.
  - With support from the Supervisor(s) of Teaching and Learning, and in alignment with state and national requirements, facilitates the development and implementation of the student assessment system.
  - Observes the in-class performance of teachers, and confers and consults with building principals and supervisors regarding their professional development.
3. Technology, Elementary Programs
- In conjunction with the Director of Technology, provides oversight for all instructional technology and educational data analysis in carrying out the district's technology plan.
  - Assists in planning and implementing staff development programs for professional staff.
4. Pupil Services, Elementary Programs
- In conjunction with the Director of Pupil Services provides oversight for all aspects of special education (including Gifted and Speech and Language Services), psychological, guidance and health service programs within the Avon Grove School District.
  - In conjunction with Director of Pupil Services, responsible for the District and state special education tracking system.
  - In conjunction with Director of Pupil Services and Supervisor of Special Education, ensures compliance with local, state, and federal special education laws, regulations, policies, and guidelines.
5. Research and Evaluation, Elementary Programs
- Directs, supervises, analyzes, evaluates, and coordinates the interpretation of and release of student test results.
  - Implements the district assessment system, meeting the requirements of state and national guidelines.
  - Monitors and reports to the Superintendent of Schools significant changes to the program that strengthen the district.
6. Federal Programs, Elementary
- Oversees federal assistance and federally-related programs and employees.
  - Works closely with the Assistant Business Manager and Controller in maintaining accurate accounts for all federally-related programs and projects.
7. District Enrollment Forecasting, Elementary
- In conjunction with the Business Manager, directs and supervises all aspects of Elementary enrollment projections for the Avon Grove School District.
  - Assists the office of the Business Manager in generating studies and reports relating to enrollment projections.
  - Assists the office of the Superintendent of Schools in all multi-year, long-range plans as defined by Elementary enrollment projections.
  - Ensures that all classes fall within appropriate class size ranges.

8. Policy Development

- Periodically reviews all policies associated with areas of responsibility to assure that policies are current and consistent with legal mandates and best practices.
- Makes recommendations to the Superintendent of Schools for changes in policy necessary to comply with current law and practice, and which assure the smooth operation of the District.
- Provides appropriate in-services to administration/staff regarding new policies, as needed or required by law.

9. Organizational Relationships

- Accountable to the Superintendent of Schools for the performance of assigned duties.
- Serves as a member of the Superintendent's Cabinet.
- Assumes the role of Acting Superintendent of Schools in the absence of the Superintendent of Schools.

10. Strategic Planning

- Serves as the internal co-facilitator for the district's strategic planning process.
- Works with action plan facilitators to chart progress toward completion of Strategic Plan.

11. Elementary Teaching and Learning Program Budget

- Develops the instructional budget to include essential funds to carry out the instructional program.
- Develops budgets to best utilize the allocated funds from state and Federal grants.
- Consistently monitors the budget to ensure that cost-saving measures are considered throughout the budget process.

12. Support of District

- Enthusiastically supports and administers all adopted school board policies and district-wide administrative regulations.
- Actively participates in all process-oriented changes suggested for school board policies and district-wide administrative regulations.
- Be thoroughly familiarized with and user of all Avon Grove computer and data processing systems.
- Interprets district's student services policies to students, staff and community.
- Keeps current in the developments and innovations in the area by reviewing the literature, attending professional meetings and conferences, and discussing developments and problems of mutual interest with other educators.
- Assists in planning and implementing staff development programs for professional personnel.
- Attends Board meetings and prepares reports for the Board as directed by the Superintendent of Schools.

13. Performs any other duties as assigned by the Superintendent of Schools.

\* This list is intended to be illustrative rather than complete, and serves to show major duties and responsibilities and differentiates the position from others in the district.

**Physical Necessities and Work Environment:**

Position requires sitting, standing, walking or moving throughout the building, often for extended periods of the workday. Must be able to hear (40 decibel loss maximum), verbally communicate, and have vision requirements of near acuity of 20 inches or less and far acuity of 20 feet or more with depth perception, accommodation and field vision. Required to move (push, pull, lift, carry, slide) office supplies weighing no more than 45 pounds. Requires use of either hand for fine manipulation, simple grasping and push/pull functions. Performs a variety of duties. Climbs stairs in and or around the building.

May occasionally bend and reach to secure records/files from desk, shelves, and filing cabinets. Requires use of either hand for simple grasping, fine manipulation, and push/pull functions. Subject to inside environmental conditions.

The position holder must be able to perform the essential job functions with or without reasonable accommodations. It is the responsibility of the employee to inform the Avon Grove School District's Director of Personnel of any and all reasonable accommodations that will be required.

# EXHIBIT “B”

## Avon Grove School District Assistant Superintendent Performance Evaluation Form

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the Assistant Superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; Professionalism; and Annual Goals. This evaluation tool was developed by PSBA (Pennsylvania School Boards Assoc.) in accordance with best practice and has been adopted by the Avon Grove School District.

<b>Distinguished</b> Range (3.50 – 4.00)	<ul style="list-style-type: none"><li>• Performance is clearly outstanding</li><li>• Performance is superior, far exceeding expectations</li><li>• Performance is exceptional on a regular or continuous basis – the Assistant Superintendent far outperforms relative to minimum</li></ul>
<b>Proficient</b> Range (2.50 – 3.49)	<ul style="list-style-type: none"><li>• Adequately performs all functions within the role, meeting or occasionally exceeding expectations</li><li>• Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance</li></ul>
<b>Needs Improvement</b> Range (1.50 – 2.49)	<ul style="list-style-type: none"><li>• Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies</li><li>• Performance is less than adequate on a periodic or frequent basis – the Assistant Superintendent may be developing within the position, needs to improve to be considered proficient</li></ul>
<b>Failing</b> Range (1.00 – 1.49)	<ul style="list-style-type: none"><li>• Performance is below acceptable levels</li><li>• Fails to meet most expectations associated with the role of Assistant Superintendent – substantial professional improvement is before the Assistant Superintendent can be considered proficient in</li></ul>

The Assistant Superintendent is evaluated on each of six *Objective Performance Standards and annual goals*. All nine Board members have an equal voice in the Assistant Superintendent's evaluation.

---

**Assistant Superintendent's Name**

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**Evaluator's Name**

**School Year**

## Avon Grove School District Assistant Superintendent Performance Evaluation Form

Using the ratings described above, place an "X" in the appropriate box indicating the Assistant Superintendent's performance in each area.

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>Student Growth and Achievement</b></p> <p><i>Assistant Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors. Annual or other district performance objectives are articulated and clearly achieved under the direction of the Assistant Superintendent relative to PSSA, PVAAS, and other locally determined measures.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on PSSA tests and has actively developed successful strategies for improvement including meeting annual requirements for Adequate Yearly Progress				
Monitors, oversees, and encourages use of PVAAS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

**How would you classify the Assistant Superintendent's overall performance in the area of Student Growth and Achievement?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

\_\_\_\_\_

\_\_\_\_\_



**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>  <b>Organizational Leadership –</b>  <i>Assistant Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/Assistant Superintendent relationship				
Ensures compliance with all applicable local, state, and federal laws/regulations				

**How would you classify the Assistant Superintendent’s overall performance in the area of Organizational Leadership?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>  <b>District Operations and Financial Management</b>  <i>Assistant Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the Assistant Superintendent				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning expectations				

**How would you classify the Assistant Superintendent's overall performance in the area of District-wide Management?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>Communication and Community Relations</b></p> <p><i>Assistant Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the board to build support in the community for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the board and coordinates the flow of information from administrators to board committees in a manner consistent with Board Operating Guidelines				

**How would you classify the Assistant Superintendent's overall performance in the area of Communication and Community Relations?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>				
<p><b>Human Resource Management</b></p> <p><i>Assistant Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of Assistant Superintendent evaluation goals with that of key				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

**How would you classify the Assistant Superintendent's overall performance in the area of Human Resource Management?**

<b>Distinguished</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Failing</b>
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Comments: \_\_\_\_\_

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\_\_\_\_\_

**Avon Grove School District Assistant Superintendent Performance Evaluation Form**

<u>Objective Performance Standard</u>  <b>Professionalism</b>  <i>Assistant Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Assistant Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</i>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Demonstrates recognition and understanding of public education's role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of Assistant Superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the Assistant Superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self reflection				

**How would you classify the Assistant Superintendent's overall performance in the area of Professionalism?**

Distinguished	Proficient	Needs Improvement	Failing
---------------	------------	-------------------	---------

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

THE STATE OF TEXAS  
COUNTY OF DALLAS

NOTARY PUBLIC - DALLAS, TEXAS

# EXHIBIT "C"

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

Candidates with 5 years experience:

Midpoint salary

Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or nephew; (v) son-in-law or daughter-in-law; and (vi) brother-in-law or sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000



## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

## Employment Agreement

Avon Grove Board of School Directors  
And  
Wendi Lee Kraft

AGREEMENT is made on the date last signed by either party hereto between the Avon Grove School District (hereinafter referred to as the "School District") and Wendi Lee Kraft (hereinafter referred to as the "Director of Personnel").

### Recitals

WHEREAS, the School District desires to hire the Director of Personnel pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Director of Personnel desires to be employed by the School District in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

### **Period of Employment**

1. Wendi Lee Kraft's employment as the Director of Personnel under this Agreement shall begin on July 1, 2021.
2. Employment of the Director of Personnel under this Agreement shall expire on June 30, 2026.
3. Prior to the expiration date stated for this Agreement, this Agreement may be terminated only by:
  - a) Resignation of the Director of Personnel upon sixty (60) calendar days written notice to the Board,
  - b) Written mutual agreement of the parties, or
  - c) Discharge of the Director of Personnel for the causes and under the causes and under the procedures stated in Section 514 of the Public School Code of 1949, as amended.
4. The Board will provide a notice in writing at least 150 calendar days in advance of the expiration of this Agreement of the Board's intent to renew or not renew this Agreement.

### **Salary and Benefits**

The initial annual salary of the Director of Personnel shall be **\$168,072.00**

A. The Board will provide salary increase as defined below.

July 1, 2022 – June 30, 2023	2%
July 1, 2023 – June 30, 2024	2.25%
July 1, 2024 – June 30, 2025	2.25%
July 1, 2025 – June 30, 2026	2.5%

Beginning in the 2021 – 2022 year, if the Director of Personnel is rated as “Distinguished” on an evaluation rubric developed by the Superintendent of Schools she shall receive an additional salary increase of a percentage of her annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Director of Personnel’s base salary for that year.

July 1, 2021 – June 30, 2022	.5%
July 1, 2022 – June 30, 2023	.5%
July 1, 2023 – June 30, 2024	.5%
July 1, 2024 – June 30, 2025	.75%
July 1, 2025 – June 30, 2026	1.0%

**Fringe Benefits**

For the duration of this Agreement, the Director of Personnel shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93 Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020 – June 30, 2024) is attached as Exhibit “A”. Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.

The Director of Personnel shall be granted the following vacation days and personal days during the term of this contract:

7/1/2021 – 6/30/2022	22 days plus 3 personal days
7/1/2022 – 6/30/2023	22 days plus 3 personal days
7/1/2023 – 6/30/2024	22 days plus 3 personal days

7/1/2024 – 6/30/2025 22 days plus 3 personal days

7/1/2025 – 6/30/2026 27 days

Each year, after the Director of Personnel uses 14 vacation days, she is eligible to cash out five vacation days, which will be deposited by the District into her 403(b) account.

Upon termination of employment, The Director of Personnel will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days. At the Director of Personnel's discretion, portions of this payment can be in cash or deposited into her 403(b) account, or a HSA account which the Director of Personnel will retain after her termination date.

Upon entry into this contract, the Director of Personnel may carry all accrued but unused vacation days into the 2021-2020 school year. However, beginning on July 1, 2022, in no situation shall more than thirty (35) paid vacation days be credited to her account, taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

### **Health Insurance**

The Director of Personnel and her eligible dependents shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. All benefits will be provided at no premium cost to the Director of Personnel.

#### Medical Coverage -

The HD1/HC1 with Integrated Prescription plan will be offered to the Director of Personnel with a 0% employee share.

#### Dental Coverage -

The Board shall provide group Dental Care Insurance for the Director of Personnel her eligible dependents.

#### **Dental benefits shall include the following:**

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics,	100%

Prosthodontics	
Periodontics	100%
Annual program	\$1,000
maximum per covered individual	
Dependent Orthodontics	100%
Lifetime Orthodontics	\$1,000
Maximum	

#### Vision Coverage –

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for the Director of Personnel and her eligible dependents.

#### **Service Termination**

Post-service Insurances for the Director of Personnel.

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for the Personnel Director when she retires directly from the Avon Grove School District into the Pennsylvania Retirement System. District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate for the retiree when she is eligible for Medicare and for her spouse when he is eligible for Medicare.

Accumulated Sick Leave.

Accumulated unused sick leave will be paid to the Director of Personnel at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District. At the Director of Personnel's discretion, portions of this payment can be in cash or deposited into her 403(b) account, or a HSA account which the Director of Personnel will retain after her termination date.

The Director of Personnel will lose her eligibility for the service termination benefits under this Plan in the event of a termination for cause.

#### **Miscellaneous**

The Board shall defend and indemnify the Director of Personnel in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.



**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DIRECTOR OF PERSONNEL**

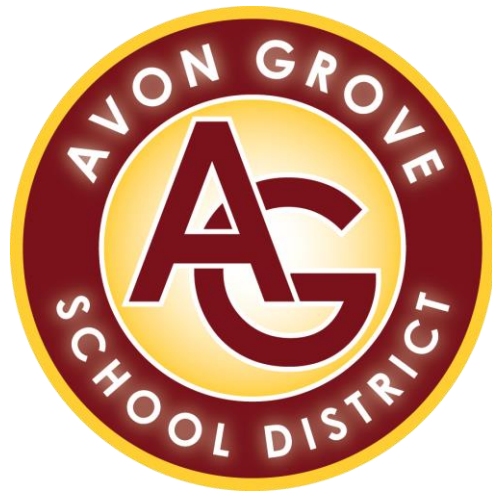
\_\_\_\_\_  
Director of Personnel

\_\_\_\_\_  
Witness

## EXHIBIT A

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.



## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
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Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
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Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756



**Employment Agreement**  
**Avon Grove Board of School Directors**  
**And**  
**Daniel R. Carsley**

AGREEMENT is made on the date last signed by either party hereto between the Avon Grove School District (hereinafter referred to as the "School District") and Daniel R. Carsley (hereinafter referred to as the "Business Manager/CFO").

**Recitals**

WHEREAS, the School District desires to hire the Business Manager/CFO pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Business Manager/CFO desires to be employed by the School District in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

**Period of Employment**

1. Daniel R. Carsley's employment as the Business Manager/CFO under this Agreement shall begin on July 1, 2021.
2. Employment of the Business Manager/CFO under this Agreement shall expire on June 30, 2026.
3. Prior to the expiration date stated for this Agreement, this Agreement may be terminated only by:
  - a) Resignation of the Business Manager/CFO upon sixty (60) calendar days written notice to the Board,
  - b) Written mutual agreement of the parties, or
  - c) Discharge of the Business Manager/CFO for the causes and under the causes and under the procedures stated in Section 514 of the Public School Code of 1949, as amended.
4. The Board will provide a notice in writing at least 150 calendar days in advance of the expiration of this Agreement of the Board's intent to renew or not renew this Agreement.

**Salary and Benefits**

The initial annual salary of the Business Manager/CFO shall be \$210,000.00

A. The Board will provide salary increase as defined below.

July 1, 2022 – June 30, 2023	2%
July 1, 2023 – June 30, 2024	2.25%
July 1, 2024 – June 30, 2025	2.25%
July 1, 2025 – June 30, 2026	2.5%

Beginning in the 2021 – 2022 year, if the Business Manager/CFO is rated as “Distinguished” on an evaluation rubric developed by the Superintendent of Schools he shall receive an additional salary increase of a percentage of his annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Business Manager/CFO’s base salary for that year.

July 1, 2021 – June 30, 2022	.5%
July 1, 2022 – June 30, 2023	.5%
July 1, 2023 – June 30, 2024	.5%
July 1, 2024 – June 30, 2025	.75%
July 1, 2025 – June 30, 2026	1.0%

### **Fringe Benefits**

For the duration of this Agreement, the Business Manager/CFO shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93 Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020 – June 30, 2024) is attached as Exhibit “A”. Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.

The Business Manager/CFO shall be granted the following vacation days and personal days during the term of this contract:

7/1/2021 – 6/30/2022	22 vacation days and 3 personal days
7/1/2022 – 6/30/2023	22 vacation days and 3 personal days
7/1/2023 – 6/30/2024	22 vacation days and 3 personal days
7/1/2024 – 6/30/2025	22 vacation days and 3 personal days
7/1/2025 – 6/30/2026	22 vacation days and 3 personal days

Each year, after the Business Manager/CFO uses 14 vacation days, he is eligible to cash out five vacation days, which will be deposited by the District into his 403(b)/457 account.

Upon termination of employment, The Business Manager/CFO will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days. At the Business Manager direction, portions of this payment will be deposited into his 403(b)/457, HSA/HRA account which the Business Manager/CFO will retain after his termination date.

Upon entry into this contract, the Business Manager/CFO may carry all accrued but unused vacation days into the 2021-2022 school year. However, beginning on July 1, 2022, in no situation shall more than thirty (35) paid vacation days be credited to his account, taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

### **Health Insurance**

The Business Manager/CFO and his eligible dependents shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. All benefits will be provided at no premium cost to the Business Manager/CFO.

#### **Medical Coverage -**

The HD1/HC1 with Integrated Prescription plan will be offered to the Business Manager/CFO with a 0% employee share.

#### **Dental Coverage -**

The Board shall provide group Dental Care Insurance for the Business Manager/CFO his eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics,	100%
Prosthodontics, Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

#### **Vision Coverage –**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for the Business Manager/CFO and his eligible dependents.

### **Service Termination**

Post-service Insurances for the Business Manager/CFO.

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for the Business Manager/CFO when he retires directly from the Avon Grove School District into the Pennsylvania Retirement System. District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate for the retiree when he is eligible for Medicare and for his spouse when she is eligible for Medicare.

**Accumulated Sick Leave.**

Accumulated unused sick leave will be paid to the Business Manager/CFO at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District. At the Business Manager/CFO’s discretion, payment will be deposited into his 403(b)/457 account, or a HSA/HRA account which the Business Manager/CFO will retain after his termination date.

The Business Manager/CFO will lose his eligibility for the service termination benefits under this Plan in the event of a termination for cause.

**Miscellaneous**

The Board shall defend and indemnify the Business Manager/CFO in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

BOARD OF DIRECTORS

\_\_\_\_\_  
Secretary                                  Date

\_\_\_\_\_  
Board President (SEAL)                          Date

\_\_\_\_\_  
Business Manager/CFO                          Date

\_\_\_\_\_  
Witness                                                  Date

EXHIBIT A

**AVON GROVE SCHOOL DISTRICT  
MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**

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### **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. §11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

### **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager/CFO  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

### **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.



## **Compensation**

### **Annual Increase**

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021 2.0%

July 1, 2021 – June 30, 2022 2.25%

July 1, 2022 – June 30, 2023 2.25%

July 1, 2023 – June 30, 2024 2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as “Distinguished” on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021 .75%

July 1, 2021 – June 30, 2022 .75%

July 1, 2022 – June 30, 2023 1.0%

July 1, 2023 – June 30, 2024 1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### **Minimum Adjustment**

Any Administrator whose salary is below the minimum salary for his/his position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

### **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/his position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

### **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

Candidates with 5 years experience:

Midpoint salary

Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

### **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

### **Leave Benefits**

#### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/his home. Entitlement to such days shall be credited as of July 1st of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/his annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/he been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

#### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

**Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/he completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31st. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/his 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

**Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or his duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/his home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or nephew; (v) son-in-law or daughter-in-law; and (vi) brother-in-law or sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021 \$60,000

July 1, 2021 - June 30, 2022 \$60,000

July 1, 2022 - June 30, 2023 \$60,000

July 1, 2023 - June 30, 2024 \$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session" \$20,000

August 1 through December 31 "Fall Session" \$20,000

January 1 through April 30 "Spring Session" \$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/his first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the

completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 - 100%  
or 3.0, on a scale of 4 or (P)

2. Grade level C, or a 2.0 or less, - 0%  
on a scale of 4 or (P)

3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

**Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

**Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

**Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

**403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.



### **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

### **Service Termination**

#### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/his eligible dependents as well.

#### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

### **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. §11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX A – Salary Ranges  
July 1, 2020 through June 30, 2024

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager/CFO	7	\$94,250	\$117,813	\$141,375
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Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.



Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

# **ITEM # 3**

**AVON GROVE SCHOOL DISTRICT**

**EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS**

**ARTICLE I - AGREEMENT**

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of November 2021 by and between the Board of School Directors of the Avon Grove School District (hereinafter referred to as the “Board”) with offices located at 375 South Jennersville Road, West Grove, Pennsylvania 19390 and Dr. M. Christopher Marchese (hereinafter referred to as “Superintendent” or “Dr. Marchese”).

**ARTICLE II – PREAMBLE**

**WHEREAS**, the Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on the 18<sup>th</sup> day of November 2021, has appointed the Superintendent in accordance with the Pennsylvania Public School Code of 1949 (the “School Code”).

**WHEREAS**, Dr. Marchese hereby accepts said employment as Superintendent of Schools of the Avon Grove School District for a term of five (5) years.

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

**NOW, THEREFORE** the parties intending to be legally bound and in consideration of the mutual covenants herein contained do hereby agree as follows:

**ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT**

- 3.01 The Board does hereby employ Dr. Marchese in the capacity of Superintendent of the School District for a term of five (5) years commencing on July 1, 2022 and ending no later than June 30, 2027. Dr. Marchese agrees to accept said employment for such term.
- 3.02 This Agreement shall terminate immediately upon the expiration of the term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with Article VII; (3) unless earlier terminated pursuant to the provisions of the Pennsylvania School Code; or (4) it is allowed to renew automatically pursuant to the terms of section 1073(b) of the School Code.

#### **ARTICLE IV - RESPONSIBILITIES OF THE SUPERINTENDENT**

- 4.01 Superintendent is also responsible for all duties specifically enumerated in the job description set forth in Exhibit "A", attached hereto and incorporated herein by reference.
- 4.02 The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Superintendent further agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. The Superintendent further agrees to devote his entire time, skill, labor, and attention to his employment during the term of this Agreement provided, however, that the Superintendent, with prior consultation with and permission from the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities and obligations which do not interfere with the performance of his duties. Any activities for which the Superintendent receives compensation shall be conducted during time when he is not being compensated by the District.

#### **ARTICLE V - SUPERINTENDENT EVALUATION SYSTEM**

- 5.01 The performance of the District Superintendent shall be assessed against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards:

*Student Growth and Achievement:* Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to PSSA, PVAAS, and other locally determined measures.

*Organizational Leadership:* Superintendent has worked collaboratively with the Board to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

*District Operations and Financial Management:* Superintendent manages effectively, ensuring completion of activities associated with the annual budget;

overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

*Communication and Community Relations:* Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

*Human Resource Management:* Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

*Professionalism:* Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

## 5.02 Assessment and Evaluation of Performance

The Superintendent is evaluated on each of six agreed-to Objective Performance Standards and Annual Goals, as set forth in Section 5.01. Ratings shall be provided in the rubric in Appendix B using scores of 4 for Distinguished; 3 for Proficient; 2 for Needs Improvement; and 1 for Failing.

The key performance indicators under each objective performance standard may undergo an annual review by the Superintendent and the Board of School Directors. Modifications to the key performance indicators may occur by mutual agreement of the Superintendent and the Board of School Directors to address the current nature of challenges, issues and needs facing the District.

Any Board Member wishing to internally rate the Superintendent as Failing, in any evaluation category or subcategory, must inform the full Board in an executive session on or before April 15 of the evaluation year. The category or subcategory designated by a Board Member as Failing must be justified quantifiably by the Board Member. The Board shall meet in personnel executive session to discuss specific matters relating to the internal evaluation forms, including but not limited to any Failing scoring. The overall internal numerical averages based on all scores submitted may be considered by the Board as a factor in the final evaluation scoring. The ultimate numerical scoring shall be determined by a majority of the School Board; however, such ultimate scoring as determined by a Board majority shall not be more than  $\frac{1}{4}$  point higher, or lower, than the numerical averages of all scores submitted.

All ratings must be submitted no later than May 31 annually. Any final rating that is submitted outside of this timeline will be disqualified without option for replacement from the rater's composite score.

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 on the District's publicly accessible Internet website.

If a majority of the School Board determines, as part of the internal personnel review process, that the Superintendent should meet with any individual Board Member who rated the Superintendent as Failing in any evaluation category or subcategory, then such meeting shall take place with the subject Board Member, a Board Member selected by the subject Board Member, the Board President, the Superintendent, and a representative of the Superintendent's choice to discuss the stated concerns. Following such internal meeting and feedback, a specific outline or program improvement may be implemented, as the full Board may authorize in its discretion.

No later than June 30th the Superintendent and the Board of School Directors will meet to discuss the Superintendent's performance relative to the Objective Performance Assessment Rubric as listed in Part 1 of Appendix "B". This annual performance assessment shall be conducted in an Executive Session limited to members of the Board of School Directors and the Superintendent.

The evaluation instrument and method listed in Appendix "B" shall be utilized for the annual performance assessment and shall be understood that this instrument and method require the Board to speak in one voice as an entire Board when the final assessment is communicated to the Superintendent. In the event the Board consensus determines that the performance of the Superintendent is "Failing" in any respect, it shall describe, in writing, the unsatisfactory performance.

A copy of the final evaluation shall be delivered to the Superintendent no later than July 31st annually. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Superintendent's response(s) shall be private and in no matter become public knowledge or conversation, except as otherwise required by State or Federal law or Court Order, or in the event of litigation between the District and the Superintendent. Notwithstanding the foregoing, the District shall comply with its obligations under School Code Section 1073.1(b.1), 24 P.S. 10-1073(b.1), by publishing required information on its publicly accessible Internet website.

### 5.03 Performance Incentive Standards

Beginning July 1, 2022, the Performance Incentive Standards Tool, objective evaluation instrument and method listed in Part 2 of Appendix "B" shall be utilized for the assessment of

Performance Incentive Standards. The Board and Superintendent shall be required annually to set the Superintendent's individual performance goals mutually with the Superintendent Board of School Directors before August 31. The weight of each mutually agreeable performance incentive will be agreed upon to the total nearest 10% incentive payment. The Superintendent shall be provided with three (3) review sessions no later than November 15, February 15, May 15 during the annual review period for purposes of updating the Board of School Directors regarding progress towards the goals. Each review period in which the Superintendent demonstrates successful progress as defined by stated benchmarks, the Board may determine an amount/percentage of each individual performance goal incentive earned towards completion of the entire goal. The final review of the performance incentive goal shall occur by way of presentation by the Superintendent to the Board of School Directors in an executive session no later than June 30th of the current school year for which the performance incentive goals are being evaluated. The final review and overall assessment shall be communicated to the Superintendent by the Board in writing no later than July 31st.

The annual performance assessment shall be used for such purposes as the Board may reasonably determine, including but not limited to, the following:

1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill;
2. To discuss and establish objective performance standards for the ensuing year; and
3. To establish an amount of the performance incentive payment payable to the Superintendent. Notwithstanding the foregoing, the District shall comply with its obligations under School Code Section 1073.1(b.1), 24 P.S. 10-1073(b.1), by publishing required information on its publicly accessible Internet website.

The evaluation will be conducted in accordance with the calendar developed and agreed upon by the Board and Superintendent. Failure to meet any aspect in terms of the Superintendent's evaluation timeline which is outlined in section 5.02 and/or 5.03 will result in a proficient rating and an additional 1% added to the annual adjustment. The Board and Superintendent agree to a seven (7) day grace period regarding timeline adherence.

**ARTICLE VI – TOTAL COMPENSATION AND BENEFITS**

**SALARY**

- 6.01 Effective July 1, 2022, the Board agrees to set the Superintendent’s base annual salary at \$236,432.00 in accordance with the policy of the Board governing salary payments to other professional employees of the District.
- 6.02 Beginning July 1, 2023, and every July 1 thereafter during the term of this Agreement, and provided that the Superintendent is rated at least at a "Proficient" level, the Superintendent's Base Salary, as set forth in paragraph 6.01 above shall be increased by the following:

July 1, 2023	2.00%
July 1, 2024	2.25%
July 1, 2025	2.25%
July 1, 2026	2.50%

Beginning in the 2022 – 2023 year, if the Superintendent is rated as "Distinguished" on his annual evaluation, he shall receive an additional salary increase of a percentage of his annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Superintendent’s base salary for that year.

July 1, 2022 – June 30, 2023	.5 %
July 1, 2023 – June 30, 2024	.5 %
July 1, 2024 – June 30, 2025	.5 %
July 1, 2025 – June 30, 2026	.5 %
July 1, 2026 – June 30, 2027	.5 %

- 6.03 Salary Adjustment. Salary increases under paragraph 6.02 will only be awarded based on an overall performance evaluation of "Proficient" or "Distinguished" requiring the Board to speak in one voice as an entire Board.
- 6.04 Performance Incentive Standards. In addition to his annual salary, the Superintendent shall be eligible for an annual performance incentive payment, as set forth in paragraph 5.03. More particularly, if the Superintendent meets the annual performance incentive standards as mutually agreed to by the Board and Superintendent and stated annually in Part 2 of Appendix



“B”, the Superintendent shall receive an incentive payment, not to exceed ten percent (10%) of his base salary for the prior year for actual and objective work performance standards or a specific achievement.

Such payment for the attainment of the performance incentive goals shall be made on or before the second pay in August following the school year in which the performance standards or achievements are met. The incentive payment shall not be a permanent adjustment to the base salary, but will be credited as retirement-covered compensation towards PSERS for the calendar year in which it was paid.

The Superintendent may elect to have all or part of the incentive payment distributed to the following: the Superintendent’s 403(b) or 457(b) Retirement Accounts, the Superintendent’s Health Savings Account, the Superintendent’s 529 accounts, or through a one-time cash payment. All deposits or payments made on behalf of the District to the Superintendent are subject to IRS regulations and requirements.

#### ADDITIONAL BENEFITS

6.05 For the duration of this Agreement, the Superintendent shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93) Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020-June 30, 2024) is attached as Exhibit “C”. Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.

If an excise tax should be instituted during the term of this Agreement, the Board under the Patient Protection and Affordable Healthcare Act (ACA) will either modify or eliminate the plans named above and offer plan options below the excise tax threshold.

6.06 The Superintendent shall be granted twenty-eight (28) vacation days, annually on July 1, all of which shall be available to the Superintendent. He may carry over up to ten (10) unused vacation days from any year to the next and no more. The carryover of unused vacation days shall not be cumulative. The Superintendent shall be permitted to take vacation days at any time, provided that the Assistant Superintendent, Business Manager or Director of Personnel is working within the District during days when school is in session. The Business Manager shall be responsible for maintaining written documentation of the Superintendent’s earned and accrued vacation days. Any unused or not carried over vacation days will be paid for at the end of the school year at his current per diem rate. This pay shall be treated in all respects as additional compensation for days worked beyond the 260 day required by this Agreement.

- 6.07 The Superintendent shall be permitted up to three (3) days per year for personal business, with pay.
- 6.08 The Superintendent may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his home.
- 6.09 The Superintendent shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). The Superintendent may work one (1) day, or use either one (1) vacation day or one (1) personal day, but not a sick day, bereavement day, or family illness day between Christmas and New Years to receive the remaining days of that time period as compensatory time.
- 6.10 In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Superintendent until the long term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to the Superintendent, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of the Superintendent to return to his or her duties, the School District may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Superintendent shall agree upon the physician, from a mutually agreed to list of physicians, who shall conduct the examination. The examination shall be done at the expense of the School District.
- 6.11 The Superintendent shall be provided long-term disability insurance at 66 2/3% of salary, with an \$8,000 monthly benefit cap and a 60-day elimination period.
- 6.12 In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the

Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his home.

Two (2) days of absence without loss of salary shall be allowed for the day of the funeral of a near relative, provided that the Superintendent attends the funeral. The phrase "near relative" shall mean the Superintendent's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

- 6.13 The Superintendent shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.
- 6.14 The Superintendent is authorized to join appropriate professional organizations to be paid for by the School District.
- 6.15 The School District shall reimburse the Superintendent the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Superintendent's choosing and subject to approval of the Board. The Superintendent shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Superintendent shall make the District whole for all graduate school course work reimbursement if the Superintendent's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:
1. Grade level A or B, or a 4.0 - 100% or 3.0, on a scale of 4 or (P)
  2. Grade level C, or a 2.0 or less, - 0% On a scale of 4 or (P)
  3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.
- 6.16 The School District shall provide term life insurance equal to two and one half (2 ½) times the Superintendent's annual salary rounded to the nearest thousand dollars (\$1,000.00).
- 6.17 The Superintendent is authorized to incur reasonable professional expenses, within Board approved budgetary allotments for the Superintendent's office, in the discharge of his duties,

including but not limited to, expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels and similar items related to his employment. The Board shall pay or reimburse the Superintendent for all such expenses upon presentation of an account of such expenditures and documentation of same.

## **POST-RETIREMENT BENEFITS**

### **6.18 Post-Service Insurances**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for the Superintendent when he retires directly from the Avon Grove School District into the Pennsylvania Retirement System. However, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate for the retiree when he is eligible for Medicare and for his spouse when she is eligible for Medicare.

Accumulated Sick Leave.

Accumulated unused sick leave will be paid to the Superintendent at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District. At the Superintendent's discretion, this payment will be deposited into his 403(b) or 457(b) account.

## **ARTICLE VII - SEPARATION FROM EMPLOYMENT**

### **TERMINATION**

7.01 Throughout the term of this contract, the Superintendent shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania. In the event the Superintendent is discharged from employment, this contract shall be terminated, with no additional benefits provided.

7.02 The Board shall give the Superintendent ample notice if it decides not to reappoint the Superintendent. To this end, the Board shall notify the Superintendent, in writing, no later than 365 calendar days prior to the end of this Agreement of its intent not to reappoint him. The Superintendent must call to the attention and advise the Board President and Director of Human Resources of his desire to be reappointed and of the 365 day deadline, as set forth above, in writing 380 calendar days prior to the end of this Agreement.

7.03 The parties intend that this Agreement shall continue for its full duration. However, the Superintendent may resign from his position as Superintendent provided that he advise the

Board, in writing, at least 180 calendar days in advance of his proposed termination date. Notwithstanding the preceding, if Superintendent's proposed resignation is due to a serious health condition not reasonably expected to improve, a physical or mental disability, or a similar unanticipated event that affects his ability to perform under this Agreement, then at the discretion of the Board the 180 day notice period can be waived and may be replaced with a 90 day notice period.

If the Superintendent resigns pursuant to this Section 7.03, the District shall pay and provide to the Superintendent the compensation and benefits the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement. No salary severance or "buyout" is provided for in this Agreement.

#### **ARTICLE VIII - OTHER CONTRACTUAL TERMS**

8.01 All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendments to such Act or to any recodification of such Act. All references to the Administrative Compensation Plan shall refer to any amendments made by the Board during the term of this Agreement.

8.02 Modification of Agreement - Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Superintendent and approved by the Board, and executed by an authorized officer of the Board.

Termination, buyout and severance provisions may not be modified during the Term of the Agreement or in the event this Agreement is terminated prematurely.

8.03 The Board agrees that it shall provide or cause to be provided legal counsel, defend, indemnify and hold harmless the Superintendent from any and all complaints, demands claims, suits, actions, judgments and legal proceedings whatsoever brought against Superintendent in his individual capacity which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board or in his official capacity as agent and employee of the Board, or any other allegation of negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person, which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board; provided that the above provision shall not apply to discipline or discharge proceedings by the Board or to illegal or criminal activity, nor shall Board's provision of legal counsel constitute an admission of Board or School District liability for the action(s) of the Superintendent

complained of. Nothing herein shall be construed as a waiver of the District's obligation set forth in Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S. § 8541 et. seq.

- 8.04 The Superintendent shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the parties, their successors or assigns.
- 8.05 It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the Pennsylvania School Code and the laws of the Commonwealth of Pennsylvania, and that this Agreement shall be construed accordingly.
- 8.06 If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.
- 8.07 The Board on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.
- 8.08 Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.
- 8.09 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.
- 8.10 This Agreement shall be construed, governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.
- 8.11 This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof. Each of these 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 only by a written instrument executed by these parties.

**IN WITNESS WHEREOF** and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

AVON GROVE SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President of the Board  
Dr. Dorothy Linn

WITNESS:

\_\_\_\_\_  
Superintendent  
Dr. M. Christopher Marchese

# EXHIBIT “A”



# Job Description

Title:	Superintendent
Qualifications:	<ol style="list-style-type: none"><li>1. Relevant prior experience</li><li>2. Pennsylvania Letter of Eligibility</li><li>3. Doctorate Degree</li><li>4. Record of high academic performance</li></ol>
Reports to:	Board of School Directors
Supervises:	All administrative and supervisory personnel in the district
Job Function:	<p>To inspire, lead, guide and direct every member of the administrative, instructional and supportive service teams in setting and achieving the highest standard of excellence so that each individual student enrolled in our district may be provided with a complete, valuable, meaningful and personally rewarding education.</p> <p>Further, to oversee and administer the use of all district facilities, property and funds with a maximum of efficiency and an ever-present, overriding concern for their impact upon each individual student's education.</p>

## Responsibilities:

1. Attends and participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.
2. Serves as ex officio member of committees.
3. Administers as chief school executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the Board.
4. Advises the Board on the need for new or revised policies and sees that all policies of the Board are implemented.
5. Prepares and submits to the Board recommendations relative to all matters requiring Board actions, placing before the Board such necessary and helpful facts, information and reports as needed to ensure the making of informed decisions.
6. Acts on own discretion if emergency action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as possible, and recommends policy in order to provide guidance in the future.
7. Reports to the Board such matters as deemed material to the understanding and proper management of the schools, or as Board may request.
8. Makes all administrative decisions within the school necessary to the proper function of the school district.
9. Makes such rules and gives such instructions to school employees and students as may be necessary to implement Board policy.

10. Delegates at own discretion to other employees of the Board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the superintendent of final responsibility for the action taken under such delegation.
11. Formulates school objectives, policies, plans and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its duty of legislation for the schools.
12. Recommends to the Board for its adoption; all courses of study, curriculum guides and major changes in texts and time schedules to be used in the schools.
13. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communication to be made to the Board.
14. Assists the Board in employee negotiations.
15. Secures and nominates for employment the best qualified and most competent employees.
16. Assigns and transfers employees as the interest of the district may dictate and reports such action to the Board for information and record.
17. Recommends to the Board for final action; the promotion, salary changes, demotion or dismissal of any employee.
18. Directs the preparation of the annual budget by the Board and administers the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted Board policies.
19. Represents the district in its dealing with other school systems, institutions, agencies and community organizations.
20. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences and by other appropriate means and keeps the Board informed of trends in education.
21. Represents the schools before the public, and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs and successes of the schools.
22. Confers periodically with professional and lay groups concerning the school program and transmits to the Board suggestions gained from such conferences.
23. Performs such other tasks as may, from time to time, be assigned by the Board.

# EXHIBIT “B”

Avon Grove  
School District

Superintendent  
Evaluation  
System

## Avon Grove School District Superintendent Evaluation System

### **PART A: Objective Performance Assessment Rubric**

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the Superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; Professionalism; and Annual Goals. A form of his evaluation tool was initially developed by PSBA (Pennsylvania School Boards Assoc.) in accordance with best practice and has been adopted by the Avon Grove School District, with revisions taking into account the District's own procedural and operation perspectives.

The Superintendent is evaluated on each of six agreed-to Objective Performance Standards and Annual Goals, as set forth below, in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; and Professionalism. Ratings shall be provided in the rubric below using scores of 4 for Distinguished; 3 for Proficient; 2 for Needs Improvement; and 1 for Failing.

Any Board Member wishing to internally rate the Superintendent as Failing, in any evaluation category or subcategory, must inform the full Board in an executive session on or before April 15 of the evaluation year. The category or subcategory designated by a Board Member as Failing must be justified quantifiably by the Board Member. The Board shall meet in personnel executive session to discuss specific matters relating to the internal evaluation forms, including but not limited to any Failing scoring. The overall internal numerical averages based on all scores submitted may be considered by the Board as a factor in the final evaluation scoring. The ultimate numerical scoring shall be determined by a majority of the School Board; however, such ultimate scoring as determined by a Board majority shall not be more than  $\frac{1}{4}$  point higher, or lower, than the numerical averages of all scores submitted.

All ratings must be submitted no later than May 31 annually. Any final rating that is submitted outside of this timeline will be disqualified without option for replacement from the rater's composite score.

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 on the District's publicly accessible Internet website.

If a majority of the School Board determines, as part of the internal personnel review process, that the Superintendent should meet with any individual Board Member who rated the Superintendent as Failing in any evaluation category or subcategory, then such meeting shall take place with the subject Board Member, a Board Member selected by the subject Board Member, the Board President, the Superintendent, and a representative of the Superintendent's choice to discuss the stated concerns. Following such internal meeting and feedback, a specific outline or program improvement may be implemented, as the full Board may authorize in its discretion.

The evaluation will be conducted in accordance with the calendar developed and agreed upon by the Board and Superintendent. Failure to meet any aspect in terms of the Superintendent's evaluation timeline will result in a proficient rating and an additional 1% added to the annual adjustment. The Board and Superintendent agree to a seven (7) day grace period regarding timeline adherence.

## Avon Grove School District Superintendent Evaluation System

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<b>Distinguished</b> <b>Range (3.50 – 4.00)</b>	<ul style="list-style-type: none"><li>• Performance is clearly outstanding</li><li>• Performance is superior, far exceeding expectations</li><li>• Performance is exceptional on a regular or continuous basis – the superintendent far outperforms relative to minimum expectations</li></ul>
<b>Proficient</b> <b>Range (2.50 – 3.49)</b>	<ul style="list-style-type: none"><li>• Adequately performs all functions within the role, meeting or occasionally exceeding expectations</li><li>• Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance</li></ul>
<b>Needs Improvement</b> <b>Range (1.50 – 2.49)</b>	<ul style="list-style-type: none"><li>• Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies</li><li>• Performance is less than adequate on a periodic or frequent basis – the superintendent may be developing within the position, but needs to improve to be considered proficient</li></ul>
<b>Failing</b> <b>Range (1.00 – 1.49)</b>	<ul style="list-style-type: none"><li>• Performance is below acceptable levels</li><li>• Fails to meet most expectations associated with the role of superintendent – substantial professional improvement is needed before the superintendent can be considered proficient in the role</li></ul>

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The Superintendent is evaluated on each of six *Objective Performance Standards and annual goals*. All nine Board members have an equal voice in the Superintendent's evaluation.

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**Superintendent's Name**

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**Evaluator's Name**

**School Year**

## Avon Grove School District Superintendent Evaluation System

Using the ratings described above, place an "X" in the appropriate box indicating the superintendent's performance in each area.

<u>Objective Performance Standard</u>				
<p><b>Student Growth and Achievement</b></p> <p><i>Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors. Annual or other district performance objectives are articulated and clearly achieved under the direction of the superintendent relative to PSSA, PVAAS, and other locally determined measures.</i></p> <p><u>Key Performance Indicators</u></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on PSSA tests and has actively developed successful strategies for improvement				
Monitors, oversees, and encourages use of PVAAS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Organizational Leadership –</b>  <i>Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district.</i>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<u>Key Performance Indicators</u> Effectively works with the board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with a clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/superintendent relationship including appropriate roles and responsibilities				
Ensures compliance with all applicable local, state, and federal laws/regulations				

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

\_\_\_\_\_

\_\_\_\_\_



## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<p><b>District Operations and Financial Management</b></p> <p><i>Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district.</i></p> <p><u>Key Performance Indicators</u></p>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the superintendent regarding all financial and budgeting issues				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning expectations				

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

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\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Communication and Community Relations</b>  <i>Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans.</i>  <u>Key Performance Indicators</u>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
Effectively works with the board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the board to build support in the community for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the board and coordinates the flow of information from administrators to board committees in a manner consistent with Board Operating Guidelines				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Evaluation System**

<u>Objective Performance Standard</u>  <b>Human Resource Management</b>  <i>Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i>	Distinguished (4)	Proficient (3)	Needs Improvement (2)	Failing (1)
<u>Key Performance Indicators</u>				
Effectively works with the board to develop and monitor district policy and administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of superintendent evaluation goals with that of key personnel				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

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

\_\_\_\_\_

\_\_\_\_\_

## Avon Grove School District Superintendent Evaluation System

<u>Objective Performance Standard</u>				
<p><b>Professionalism</b></p> <p><i>Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community.</i></p> <p><i>Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</i></p> <p><u>Key Performance Indicators</u></p>	<b>Distinguished (4)</b>	<b>Proficient (3)</b>	<b>Needs Improvement (2)</b>	<b>Failing (1)</b>
Demonstrates recognition and understanding of public education's role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self-reflection				

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

\_\_\_\_\_

\_\_\_\_\_

**Avon Grove School District Superintendent Performance Evaluation Form**

**Formative Assessment**

Based on your perceptions of the superintendent's performance noted above:

What are the superintendent's major strengths?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

In what areas do you see a need for improvement?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

What resources should be made available in order to support improvement strategies, or what steps should the superintendent take in order to improve performance in areas identified for improvement?

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**Avon Grove School District Superintendent Performance Evaluation Form**

**Part B: Performance Incentive Standards Tool**

This form provides the superintendent with an opportunity to update the Board on the status of annual performance incentive standards. The annual performance incentive standards should be mutually determined at the beginning of the evaluation cycle by the board/superintendent team. Annual performance incentive standards may support personal professional development for the superintendent, or may be derived from the long and short term priorities and needs within the district.

**Performance Incentive Standard #1**

**INDIVIDUAL GOAL STATEMENT:** \_\_\_\_\_

<b><u>Activities</u></b> <i>What activities will be implemented throughout the year to support attainment of the goal</i>	<b><u>Timeline</u></b> <i>When will the work be completed? What are the intended benchmarks?</i>	<b><u>Anticipated Products/ Benchmarks</u></b> <i>What concrete products or evidence will result from the attainment of the goal?</i>	<b><u>Individuals/Groups Involved</u></b> <i>Who are the individuals that must participate in the activities to support attainment of the goal?</i>	<b><u>Evaluation</u></b> <i>What is the status of the work?</i>

**How would you rate the superintendent’s performance in achieving desired annual goals for the district?**

<b>Distinguished</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Failing</b>
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# EXHIBIT “C”

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**





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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.

Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## **Tuition Assistance**

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course



reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

## Employment Agreement

Avon Grove Board of School Directors  
And  
Wendi Lee Kraft

AGREEMENT is made on the date last signed by either party hereto between the Avon Grove School District (hereinafter referred to as the "School District") and Wendi Lee Kraft (hereinafter referred to as the "Director of Personnel").

### Recitals

WHEREAS, the School District desires to hire the Director of Personnel pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Director of Personnel desires to be employed by the School District in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

### **Period of Employment**

1. Wendi Lee Kraft's employment as the Director of Personnel under this Agreement shall begin on July 1, 2021.
2. Employment of the Director of Personnel under this Agreement shall expire on June 30, 2026.
3. Prior to the expiration date stated for this Agreement, this Agreement may be terminated only by:
  - a) Resignation of the Director of Personnel upon sixty (60) calendar days written notice to the Board,
  - b) Written mutual agreement of the parties, or
  - c) Discharge of the Director of Personnel for the causes and under the causes and under the procedures stated in Section 514 of the Public School Code of 1949, as amended.
4. The Board will provide a notice in writing at least 150 calendar days in advance of the expiration of this Agreement of the Board's intent to renew or not renew this Agreement.

### **Salary and Benefits**

The initial annual salary of the Director of Personnel shall be **\$168,072.00**

A. The Board will provide salary increase as defined below.

July 1, 2022 – June 30, 2023	2%
July 1, 2023 – June 30, 2024	2.25%
July 1, 2024 – June 30, 2025	2.25%
July 1, 2025 – June 30, 2026	2.5%

Beginning in the 2021 – 2022 year, if the Director of Personnel is rated as “Distinguished” on an evaluation rubric developed by the Superintendent of Schools she shall receive an additional salary increase of a percentage of her annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Director of Personnel’s base salary for that year.

July 1, 2021 – June 30, 2022	.5%
July 1, 2022 – June 30, 2023	.5%
July 1, 2023 – June 30, 2024	.5%
July 1, 2024 – June 30, 2025	.75%
July 1, 2025 – June 30, 2026	1.0%

**Fringe Benefits**

For the duration of this Agreement, the Director of Personnel shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, by and through the Administrative Compensation (Act 93 Agreement), in effect at any given time during the duration of this Agreement. The current Act 93 Agreement (July 1, 2020 – June 30, 2024) is attached as Exhibit “A”. Future Act 93 Agreements will also apply and will not replace the existing fringes as defined in the current Act 93 agreement.

The Director of Personnel shall be granted the following vacation days and personal days during the term of this contract:

7/1/2021 – 6/30/2022	22 days plus 3 personal days
7/1/2022 – 6/30/2023	22 days plus 3 personal days
7/1/2023 – 6/30/2024	22 days plus 3 personal days

7/1/2024 – 6/30/2025 22 days plus 3 personal days

7/1/2025 – 6/30/2026 27 days

Each year, after the Director of Personnel uses 14 vacation days, she is eligible to cash out five vacation days, which will be deposited by the District into her 403(b) account.

Upon termination of employment, The Director of Personnel will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days. At the Director of Personnel's discretion, portions of this payment can be in cash or deposited into her 403(b) account, or a HSA account which the Director of Personnel will retain after her termination date.

Upon entry into this contract, the Director of Personnel may carry all accrued but unused vacation days into the 2021-2020 school year. However, beginning on July 1, 2022, in no situation shall more than thirty (35) paid vacation days be credited to her account, taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

### **Health Insurance**

The Director of Personnel and her eligible dependents shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. All benefits will be provided at no premium cost to the Director of Personnel.

#### Medical Coverage -

The HD1/HC1 with Integrated Prescription plan will be offered to the Director of Personnel with a 0% employee share.

#### Dental Coverage -

The Board shall provide group Dental Care Insurance for the Director of Personnel her eligible dependents.

#### **Dental benefits shall include the following:**

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics,	100%



Prosthodontics	
Periodontics	100%
Annual program	\$1,000
maximum per covered individual	
Dependent Orthodontics	100%
Lifetime Orthodontics	\$1,000
Maximum	

#### Vision Coverage –

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for the Director of Personnel and her eligible dependents.

#### **Service Termination**

Post-service Insurances for the Director of Personnel.

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for the Personnel Director when she retires directly from the Avon Grove School District into the Pennsylvania Retirement System. District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate for the retiree when she is eligible for Medicare and for her spouse when he is eligible for Medicare.

Accumulated Sick Leave.

Accumulated unused sick leave will be paid to the Director of Personnel at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District. At the Director of Personnel's discretion, portions of this payment can be in cash or deposited into her 403(b) account, or a HSA account which the Director of Personnel will retain after her termination date.

The Director of Personnel will lose her eligibility for the service termination benefits under this Plan in the event of a termination for cause.

#### **Miscellaneous**

The Board shall defend and indemnify the Director of Personnel in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DIRECTOR OF PERSONNEL**

\_\_\_\_\_  
Director of Personnel

\_\_\_\_\_  
Witness

## EXHIBIT A

# **AVON GROVE SCHOOL DISTRICT MANAGEMENT COMPENSATION PLAN**

**July 1, 2020 – June 30, 2024**



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## **Introduction**

In order to offer a compensation plan that will attract, retain, and reward high-quality administrative personnel, the Board of School Directors of the Avon Grove School District adopts the following Management Compensation Plan pursuant to Section 1164 of the Public School Code as amended, 24 P.S. § 11-1164. The Board hereby supports the Administrative Team concept as part of its formal operating policy in the school system as per Board Policy Number 327.

## **Recognition**

For the purpose of this Plan, the Administrative Team and the Administrators covered by this Plan shall consist of:

Assistant Business Manager  
Controller  
Directors  
Principals and Assistant Principals  
Specialists  
Supervisors

No other Administrator shall be covered by this Plan unless specifically agreed to by the Board of School Directors of the School District. It is understood by both parties that the Board reserves the right to add or delete any of the administrative positions subject to the provisions enumerated in the Public School Code.

## **Term of Plan**

This Plan shall be effective July 1, 2020 and continue to June 30, 2024. The parties agree to meet no later than May 15, 2024, to begin the meet and discuss process for the development of a successor administrative compensation plan; provided, however, that failure to meet by May 15, 2024, shall not affect the termination date of this plan. In conjunction with the meet and discuss process, the Board shall contract with an outside entity to complete a salary study to benchmark the salaries of all positions covered by this agreement against similar Districts in Chester, Delaware, and Montgomery counties.

## Compensation

### Annual Increase

The Board will provide salary increases as defined below. Administrators whose salaries are at or above the maximum for the range will have their salaries capped until such time as the maximum of the range exceeds the administrator's salary.

July 1, 2020 – June 30, 2021	2.0%
July 1, 2021 – June 30, 2022	2.25%
July 1, 2022 – June 30, 2023	2.25%
July 1, 2023 – June 30, 2024	2.5%

Beginning in the 2020 – 2021 year, Administrators whose performance is rated as "Distinguished" on an evaluation rubric developed by the Superintendent of Schools shall receive an additional salary increase of a percentage of their annual salary as listed below. This increase will be paid in a lump sum, on or before June 30 of the applicable school year and will become part of the Administrator's base salary for that year.

July 1, 2020 – June 30, 2021	.75%
July 1, 2021 – June 30, 2022	.75%
July 1, 2022 – June 30, 2023	1.0%
July 1, 2023 – June 30, 2024	1.0%

Administrators whose performance does not meet expectations or whose performance is unsatisfactory may receive no salary increase or a partial salary increase as determined by the Superintendent.

Each year by March 31, the Superintendent will notify any individual whose performance may be adversely affecting future salary considerations. This notification will be in writing, and followed by a conference involving the Superintendent, the individual, his immediate supervisor, a representative of Act 93 group (if requested by individual) and other appropriate parties.

### Minimum Adjustment

Any Administrator whose salary is below the minimum salary for his/her position at the start of this agreement will be moved to the minimum or given the annual increase (whichever is greater) effective July 1, 2020.

## **Midpoint Adjustment**

Administrators whose salaries are below the midpoint will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the fifth year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who begins employment prior to December 1 of the school year will be given credit for that year.

Any Administrator with 5 or more years of experience in the Act 93 group who is below the midpoint salary for his/her position at the start of this agreement will be moved to the midpoint or given the annual increase (whichever is greater) effective July 1, 2020.

## **Placement of New Hires**

Newly hired administrators without experience will be placed at the minimum range. In certain circumstances, the Superintendent will have discretion to place a newly hired administrator without experience at a salary between the minimum and midpoint with Board approval. Salaries for candidates with experience in the position being filled will be calculated using the following formula.

### Candidates with 1 to 4 years experience:

Minimum salary + (minimum salary x standard increase x .5 x years of experience in job)

### Candidates with 5 years experience:

Midpoint salary

### Candidates with 6+ years experience:

Midpoint salary + (midpoint salary x standard increase x .5 x years of experience beyond 5)

## **Placement of Internal Transfers**

Individuals actively employed in the District who transfer to an Act 93 position from a certificated role covered by the AGEA Agreement will be placed at a beginning salary equal to the halfway point between the minimum and midpoint salary for their new position. Those individuals will be moved to the midpoint or given the annual increase (whichever is greater) on July 1 after completing the third year of service in the current position or in a combination of positions governed by this agreement. For purposes of movement towards midpoint, an administrator who transfers prior to December 1 of the school year will be given credit for that year.

Effective July 1, 2020, Employee #1960 will be placed at the midpoint.



Effective July 1, 2020, Employee #4830 will be placed at the halfway point between the minimum and midpoint salary. Effective July 1, 2022, Employee #4830 will be moved to the midpoint.

### **Merit Bonus**

Each year of this agreement, a merit pool of \$450.00 per Act 93 member will be available to be awarded based upon attainment of Balanced Score Card performance metrics as defined by the Superintendent. Merit Bonuses are one-time payments, not PSERS eligible nor added to the existing base salary. Act 93 members whose salaries are capped will still be eligible to receive merit bonus.

## **Leave Benefits**

### **Sick Leave**

Administrators shall be entitled to twelve (12) days of sick leave during each school term without loss of pay. The administrator may use up to seven (7) days of the twelve (12) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the administrator's household, or any person with whom the administrator had made or is presently making his/her home. Entitlement to such days shall be credited as of July 1<sup>st</sup> of each year. Any administrator covered by this plan who begins employment with the School District after July 1 of any year shall have his/her annual sick leave allotment, prorated to reflect the amount of service in said year. The ratio shall be determined by dividing the number of days in the year that the administrator is scheduled to work in light of the administrator's start date by the number of days in the year the administrator would have worked had he/she been employed on July 1. Any administrator assigned to work or hired on a part-time basis shall accrue sick leave on a pro-rata basis. Unused sick leave shall be cumulative from year-to-year.

### **Holidays**

Administrators shall receive a holiday on each of the following days with full pay: New Year's Day, Martin Luther King Jr. Day; Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, Christmas Day, and Yom Kippur (as long as school is not in session). Administrators may work one (1) day, or use one (1) vacation day between Christmas and New Year's Day to receive the remaining days of that time period as compensatory time.

## **Vacation**

Each administrator shall be granted twenty-two (22) paid vacation days per school term. For any administrator who has completed twenty (20) years in the District by July 1 in any school year, said Administrator shall be entitled to twenty-seven (27) days of paid vacation beginning in the school year following the year in which he/she completed twenty (20) years of service. For purposes of vacation allotment, an administrator who begins employment prior to December 1 of the school year will be given credit for that year. Administrators may carry vacation days from any school term to the next; provided, however, that in no situation shall more than thirty (30) paid vacation days be credited to an Administrator's leave account taking into consideration both the vacation days credited in any year and the unused vacation days, if any, carried over from the prior year.

Each year, after employees use 14 vacation days, they are eligible for a cash out option, to a maximum of 3 days annually at the current per diem rate payable no later than July 31<sup>st</sup>. In addition, if an employee cashes out three days and wishes to cash out an additional two days, the cash out for the additional days (days 4 and 5) will be deposited by the District into his/her 403(b) account.

Upon termination of employment, Administrators will be paid at the current per diem basis for any accrued (prorated based upon length of service in the current fiscal year) unused paid vacation leave days.

## **Disability**

In the event of disability, by illness, injury or incapacity that is of extended duration as indicated by a physician in writing, who performed a medical examination, the School District shall provide up to sixty (60) short term disability days to the Administrators until the long-term disability insurance provision is effectuated, if necessary. The sixty (60) short term disability days provided hereunder shall be reduced by the number of accumulated sick leave days available to Administrators, which shall be used prior to payment of disability days. All District benefits will remain in effect. If a question exists concerning the capacity of an Administrator to return to his or her duties, the School District may require the Administrator to submit to a medical examination, to be performed by a doctor licensed to practice medicine. The School District and the Administrator shall agree upon the physician who shall conduct the examination. The examination shall be done at the expense of the School District.

Administrators shall be provided long-term disability insurance at 66 2/3% of salary, with a \$8,000 monthly benefit cap and a 60-day elimination period.

## **Bereavement**

In the event of a death in the family, the provisions for such leave are specified as follows: Absence without loss of salary shall be allowed for a period not to exceed five (5) days upon the death of a member of the immediate family. The phrase "immediate family" shall mean the Administrator's: (i) spouse; (ii) natural, adopted or step child; (iii) parent; (iv) brother or sister; (v) parent-in-law; (vi) any near relative as defined in this plan who resides within the Administrator's household; and (vii) any person with whom the Administrator has made or is presently making his/her home.

Absence without loss of salary shall be allowed for two (2) days of the funeral of a near relative, provided that the Administrator attends the funeral. The phrase "near relative" shall mean the Administrator's: (i) first cousin; (ii) grandparent or grandparent of a spouse; (iii) aunt or uncle; (iv) niece or, nephew; (v) son-in-law or, daughter-in-law; and (vi) brother-in-law or, sister-in-law.

## **Family Illness**

Administrators shall be entitled to five (5) Family Illness Days per school term to care for any member of their "immediate family" as previously defined in this plan.

## **Uncompensated Leave**

Administrators may receive Uncompensated Leave as set forth in Board policy.

## **Jury Duty/Court Subpoena**

Administrators may be absent from work with full pay when subpoenaed to appear in court or to serve on a jury.

## **Professional Development**

### **Meetings**

When authorized and approved by the Superintendent and immediate supervisor, the Administrator shall be permitted to attend appropriate professional, local, state and national meetings, expenses for which shall be paid by the School District upon legally adequate and satisfactory documentation.

The administrators are authorized to join appropriate professional organizations to be paid for by the School District.

Each year, on or before March 1, the Superintendent will inform the Act 93 group members of specific work days in the following months of June and August when all members are required to attend Administrative meetings.

## Tuition Assistance

Each year of this agreement, based upon the start date of the course, the tuition reimbursement pool will be capped as follows:

July 1, 2020 - June 30, 2021	\$60,000
July 1, 2021 - June 30, 2022	\$60,000
July 1, 2022 - June 30, 2023	\$60,000
July 1, 2023 - June 30, 2024	\$60,000

During each year of this agreement, tuition reimbursement funds will be divided into three portions according to course start date.

May 1 through July 30 "Summer Session"	\$20,000
August 1 through December 31 "Fall Session"	\$20,000
January 1 through April 30 "Spring Session"	\$20,000

All Administrators will receive reimbursement for one course each session. If the pre-approval requests for the first courses for any session exceed \$20,000, the pool will be divided evenly among those taking first courses, so long as that amount does not exceed the cost that any individual incurred to take his/her first course. After all funds are allocated for the first courses each session, any remaining funds will be divided among those who have enrolled in a second course for that same session.

In the event that funds for Summer Session remain after all reimbursements have been paid out, those funds will be carried over into the Fall session. In the event that funds for Fall Session remain after all reimbursements have been paid out, those funds will be carried over into the Spring Session. However, no funds will be carried over from the Spring Session into the Summer Session.

Coursework must be related to the employee's current or desired future role in the District. Employees who hold terminal degrees are not eligible for reimbursement, unless their coursework is a requirement to attain the Superintendent's Letter of Eligibility. All reimbursement is in accordance with IRS Regulations.

The School District shall reimburse the Administrators the full cost of registration fees, tuition expenses, textbooks and research materials for graduate school course work at an institution of the Administrator's choosing and subject to approval of the Superintendent. The Administrator shall follow District policy in supplying the necessary documentation when seeking reimbursement. The Administrator shall make the District whole for all graduate school course work reimbursement if the Administrator's separation from the District occurs within one year of completing the course work, unless the separation is because of termination without cause by the District. Completion of course work is defined as the date that an official transcript or grade report is issued by the institution for the completed course. Repayment of the course

reimbursement is due, in full, no later than the last day of employment in the school district. Reimbursement by the School District shall be governed by the following:

1. Grade level A or B, or a 4.0 or 3.0, on a scale of 4 or (P) - 100%
2. Grade level C, or a 2.0 or less, on a scale of 4 or (P) - 0%
3. The School District will not reimburse, regardless of grade, any course, which is taken more than once due to failing the course or receiving an incomplete.

### **Health Benefits**

Administrators shall be entitled to the benefits set forth below to be provided by insurance or through a self-funded plan. Medical (including Prescription), Dental, and Vision benefits will be provided at no premium cost to the Administrators.

#### **Medical and Prescription Plan**

HD1/HC1 with Integrated Prescription Drug

#### **Dental Plan**

The Board shall provide group Dental Care Insurance for employees and their eligible dependents.

Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

## **Vision Plan**

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better, for employees and their eligible dependents.

## **Non-Participation**

Any Administrator who elects not to participate in the medical and prescription insurance program shall receive a sum of \$3,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and prescription plan before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical and prescription insurance program and receive a sum of \$3,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$3,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical and prescription plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

## **Life Insurance**

The School District shall provide term life insurance for Administrators equivalent to 2x the administrator's annual salary. Additional term life insurance will be made available with the cost to be paid by Administrators.

## **403(b) Match**

The District will match each dollar that the Administrator contributes into a 403(b) account, up to a maximum of two percent (2%) of the Administrator's annual earnings per fiscal year (July 1 through June 30.) The District will deposit an annual lump sum amount into the employee's 403(b) account on or after each June 30, provided the employee is still actively in service on June 30.

## **Expense Reimbursement**

Administrators are authorized to incur reasonable expenses in the performance of duties related to travel, food and lodging which will be reimbursed upon approval by the Board of a dated, itemized account of such expenditures. Administrators will be compensated for approved District related use of their personal vehicle at the rate set annually by the Internal Revenue Service for automobile expenses.

The District will reimburse up to \$1,200 annually per employee for technology business expenses. Administrators will be required to complete a form, accompanied by appropriate proof of payment of expenses, and submit to the Business Office to receive reimbursement. Forms may be submitted twice annually, in December and June of each year.

## **Service Termination**

### **Post-service Insurances for Act 93 Administrators**

The School District shall pay the cost of the medical, dental, vision and prescription insurance plans in effect for active administrators, including coverage for eligible dependents, for administrators who retire directly from the Avon Grove School District into the Pennsylvania Retirement System after having had at least ten (10) years of service with the Avon Grove School District. However, upon eligibility of the retiree for Medicare, District payments and responsibility for all medical, dental, vision and prescription insurance plans shall immediately terminate as to the retiree, and shall immediately terminate as to his/her eligible dependents as well.

### **Accumulated Sick Leave**

Accumulated unused sick leave will be paid to the Administrator at the rate of \$75.00 per day for each day of accumulated sick leave upon resignation or retirement from the District after at least ten (10) years of service in the school district.

Administrators lose their eligibility for the service termination benefits under this Plan in the event of a termination for cause.

## **Miscellaneous**

The Board shall defend and indemnify Administrators in accordance with the terms, conditions and limitations set forth in the Political Subdivision Tort Claims Act.

If any provision of this Plan is declared illegal by final decision of a court of this Commonwealth said provision shall be deleted from this Plan and the remaining provision shall remain in full force and effected by said deletion.

The provisions of this Plan may not be changed or supplemented except by written amendment that has been agreed to and signed by all affected parties.

This Plan constitutes the compensation plan of the District pursuant to 24 P.S. § 11-1164 and, except as otherwise stated herein, supersedes all other Plans and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties.

The Board, having met and discussed in good faith with the School District's Administrators prior to adoption of this Plan, have caused this Plan to be signed by its President, attested by its Secretary and its corporate seal placed thereon, all on the day and year as written.

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board President (SEAL)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACT 93 REPRESENTATIVES**

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**APPENDIX A – Salary Ranges**  
**July 1, 2020 through June 30, 2024**

Positions	Level	Minimum	Midpoint	Maximum
Director of K-12 Teaching and Learning	5	\$116,358	\$145,448	\$174,537
Dir. Of Pupil Services	5	\$116,358	\$145,448	\$174,537
Director of Technology	5	\$116,358	\$145,448	\$174,537
HS Principal	5	\$116,358	\$145,448	\$174,537
Elementary School Principal	6	\$104,722	\$130,903	\$157,083
Middle School Principal	6	\$104,722	\$130,903	\$157,083
Dir. Of Athletics and Student Activities	7	\$94,250	\$117,813	\$141,375
Supervisor of Special Education	7	\$94,250	\$117,813	\$141,375
Assistant HS Principal	7	\$94,250	\$117,813	\$141,375
Assistant Business Manager	7	\$94,250	\$117,813	\$141,375
Supervisor of Teaching and Learning	8	\$84,825	\$106,031	\$127,238
Elementary School Assistant Principal	9	\$76,343	\$95,428	\$114,514
Assistant MS Principal	9	\$76,343	\$95,428	\$114,514
Food Service Director	10	\$68,708	\$85,885	\$103,062
Controller	10	\$68,708	\$85,885	\$103,062
Personnel & Benefits Specialist	11	\$61,837	\$77,297	\$92,756
Information System Specialist	11	\$61,837	\$77,297	\$92,756
Systems / Application Specialist	11	\$61,837	\$77,297	\$92,756

**ITEM # 4 & 5**

**ATTESTATION OF M. CHRISTOPHER MARCHESE**

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF CHESTER

I, M. Christopher Marchese, Ed.D hereby declare pursuant to 18 Pa. C.S. § 4904, that the following statements are true and correct based upon my personal knowledge, information and belief:

1. I am the Superintendent for Avon Grove School District (the "District").
2. I am in receipt of the Final Determination issued by Appeals Officer Eilers on November 21, 2023 in the matter for Ciliberti v. Avon Grove School District (the "Final Determination").
3. The Final Determination was regarding a June 19, 2023 Right-to-Know request (the "Request") made by Carmela Z. Ciliberti, Esquire (the "Requester").
4. In regard to the requested item labeled as (b)(i) on Page 3 of the Request, the Requester seeks the employment contracts of the designees referenced in Board Policy 317 ("... designee shall develop and disseminate disciplinary rules for violations of board policies, administrative regulations, rules and procedures that provide progressive penalties...").
5. The responsive employees are: myself, Assistant Superintendent Scott DeShong, Assistant Superintendent Nicole Harvey, Ms. Wendi Kraft, Mr. Daniel Carsley, and all building principals and assistant principals.
6. Assistant Superintendent DeShong, Assistant Superintendent Harvey, Ms. Kraft, Mr. Carsley and I have individual contracts.
7. District building principals and assistant principals are considered to be "Act 93" employees, which are governed by the Act 93 contract.

8. In regard to the requested item labeled as (c)(i) on Page 3 of the Request, the Requester seeks the employment contracts of the designees referenced in Board Policy 317 (“... designee shall report to the Pennsylvania Department of Education ...”).

9. The responsive employees are myself and Ms. Kraft.

10. In regard to the requested item labeled as (d) on Page 3 of the Request, the Requester seeks disciplinary rules for administrative employees referenced in Board Policy 317 (“... disciplinary rules for violation of Board policies, administrative regulations, rules and procedures that provide progressive penalties, including but not limited to verbal warnings, written warnings, reprimand, suspension without pay, demotion, dismissal and/or pursuit of civil and criminal sanctions.”).

11. In its prior submission to the Office of Open Records, the Requester was directed to Policies 317 and 317.1, which are available on the District’s publicly accessible website.

12. All District policies applicable to employees are available on the District’s publicly accessible website, and the link to access the policies was previously provided to the Requester.

13. In my role as Superintendent I am familiar with disciplinary rules governing District employees, including administrative employees.

14. The District does not have employee handbooks, manuals, procedure books, or rule books with additional disciplinary rules for administrative employees.

15. Either individual contracts or the Act 93 contracts govern administrative employees.

16. These contracts do not set forth additional disciplinary rules.

17. I contacted Ms. Kraft, the Director of Human Resources and requested that she review the Human Resources documents to confirm that no additional responsive documents existed.

18. Ms. Kraft confirmed my knowledge.

19. To the best of my information, knowledge, and belief, the Requester has been provided with access to the responsive documents for this item.

20. As previously set forth in prior submissions to the Office of Open Records, no Title IX trainings occurred during the period of June 9, 2023 through and including June 19, 2023.

21. The most recent Title IX training which occurred prior to June 9, 2023 for an employee was on October 20, 2022.

DATE: 12-18-23

BY:   
M. Christopher Marchese, Ed.D

# **ITEM # 6**



