

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

This Agreement ("Agreement") is made and entered into this 26<sup>th</sup> day of July, 2021, by and between the WEST CHESTER AREA SCHOOL DISTRICT (the "School District") with offices located at 782 Springdale Drive, Exton, Pennsylvania, 19341 and KALIA REYNOLDS, (hereinafter "Dr. Reynolds" or "Assistant Superintendent").

WHEREAS, pursuant to sections 1076 and 1077 of the Pennsylvania Public School Code of 1949, as amended (hereinafter "School Code"), the Board of Directors of the School District ("School Board") desires to employ Dr. Reynolds as the Assistant Superintendent at the School District; and

WHEREAS, the parties desire to document the terms and conditions of Assistant Superintendent's employment with the School District during the term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the School District and Assistant Superintendent agree as follows:

**SECTION A: STANDARD INFORMATION**

1. **Term of Agreement.** This Agreement shall become effective on August 30, 2021 for a period of 4 years and ten months ending on June 30, 2026.

1.1 **Extension or Renewal** In the event the Assistant Superintendent wishes to be reappointed at the end of the term of this agreement, on or before January 1, 2026, she shall notify the Board President and Superintendent, in writing, that she wishes to be reappointed by the Board.

1.2 The School Board shall provide Assistant Superintendent with written notice of its intent to renew, or not to renew, this Agreement beyond June 30, 2026 no later than ninety (90) days prior to the termination of this Agreement. If the School Board fails to take public action on its intent to renew or terminate the contract with the Assistant Superintendent the term of this Agreement shall be automatically extend under the same terms and conditions one time for a one-year period. At the conclusion of any renewal of this Agreement, the term of this Agreement shall automatically terminate absent a separate Agreement between the School District and Assistant Superintendent.

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

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

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

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

3.3 The Assistant Superintendent shall not have any financial interest, direct or indirect, in the sale to or the lease by the School District of any supplies, equipment or services.

4. **Compensation.**

4.1 **Base Salary.** The School District agrees to pay to Assistant Superintendent a base salary at an annual rate of One Hundred Ninety Thousand dollars (\$190,000.00) for the 2021-2022 school year, prorated. Salary for subsequent contract years under the term of this Agreement shall be determined using the applicable provisions of the School District’s Act 93 agreement, as it exists at the time of entering into this Agreement (“**Act 93 Agreement**”). A copy of the Act 93 Agreement is attached hereto as **Appendix “B”** and incorporated herein by reference. For the avoidance of doubt, subsequent amendments or changes to the Act 93 Agreement shall have no effect on Assistant Superintendent’s salary, benefits or any other terms of the Agreement. Notwithstanding the foregoing, the School Board in its discretion may adjust the Assistant Superintendent’s base salary consistent with market trends.

4.2 **Variable Rate Compensation.** Variable rate compensation pool of funds for the 2021-2022 school year shall equal Ten Thousand dollars (\$10,000.00). In each of the

successive contract years during the term of the Agreement, the increase in variable rate compensation pool of funds shall be adjusted based on Assistant Superintendent's salary adjustment under the Act 93 Agreement. The variable rate compensation shall not be cumulative; however the increase in the variable rate compensation shall be cumulative. The variable rate compensation shall be paid, if authorized by the Superintendent, on an annual basis after completion of Assistant Superintendent's annual performance review. The variable rate compensation paid to Assistant Superintendent shall be authorized by the Superintendent based on the performance of goals as determined by the Superintendent. The variable rate compensation is intended by the School District to qualify as regular compensation for purposes of the Public School Employees Retirement System ("PSERS"). For the avoidance of doubt, Assistant Superintendent shall have no right to receive additional compensation available under Act 93, including but not limited to compensation in the form of a Performance Goals Merit Bonus.

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

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

## 5. **Benefits**

5.1 **Benefits under Act 93 Agreement.** Consistent with School Board policy, Assistant Superintendent will be entitled to all additional benefits provided by the School Board for the management staff of the School District under the Act 93 Agreement. All such benefits provided by the Act 93 Agreement will be provided to Assistant Superintendent through the term of this Agreement.

5.1.1. Subsequent amendments or changes to the Act 93 Agreement during the term of this Agreement shall not impact or change the benefits and compensation to be paid to Assistant Superintendent under the terms of this Agreement.

5.2 **Benefits Prescribed by Law.** The School District shall provide Assistant Superintendent all benefits required by the School Code and any applicable law to be paid or provided.

5.3 **Benefits in Lieu of Those Provided under Act 93 Agreement.** To the extent expressly set forth in Section B *infra*, Assistant Superintendent shall be entitled to receive benefits in lieu of those similarly offered benefits offered under the Act 93 Agreement, and shall not be cumulative of those similarly offered benefits under the Act 93 Agreement. By way of example and for the avoidance of doubt, to the extent 12 days of annual vacation are

provided under the Act 93 Agreement and Section B of this Agreement provides Assistant Superintendent with 15 days of annual vacation, the total number of vacation days provided annually to Assistant Superintendent shall be 15 days.

## **SECTION B: NON-STANDARD TERMS**

1. **Vacation Leave.** The Assistant Superintendent shall receive thirty (30) annual vacation days per school year. Vacation days shall be prorated during the 2021-2022 school year due to the Assistant Superintendent's start date. Assistant Superintendent may rollover unused vacation days from school year to school year provided at least ten (10) days are used in each school year. The combined balance of available vacation days shall not exceed thirty-five (35) days on July 1<sup>st</sup> of any year. The School District shall make a non-elective 403(b) contribution for an amount equal to ten (10) unused vacation days in excess of thirty-five (35). The Assistant Superintendent shall be permitted to use vacation days at any time when school is not in session. When school is in session, Assistant Superintendent may use vacation days only with prior approval of the Superintendent.

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

3. **Sick Leave.** The Assistant Superintendent shall accumulate sick leave at the rate of twelve (12) days per school year. For the 2021-2022 school year only, the Assistant Superintendent shall be provided ten (10) sick days due to the fact her start date is two months into the school year. The Assistant Superintendent is entitled to carryover a maximum of twelve (12) unused sick days per school year.

4. **Medical, Prescription, Vision and Dental Insurance.** There shall be no waiting period before the Assistant Superintendent can avail himself to the medical, prescription, vision, and dental benefits offered under the Act 93 Agreement.

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

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

7. **Equipment.** The School District shall reimburse the Assistant Superintendent for the monthly cost of a telephone plan, not to exceed One-Hundred dollars (\$100.00) per month, during the term of this Agreement.

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

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

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

11. **Retirement Benefits.** Provided the Assistant Superintendent permanently retires from the School District under the provision of PSERS, the Assistant Superintendent shall be entitled to the healthcare identified in the current Act 93 Agreement for seven years from date of retirement or attainment of Medicare eligibility.

12. **Longevity Incentive.** The School District shall make an annual payment to a tax shelter for the Assistant Superintendent under the following schedule so long as the Assistant Superintendent remains employed as of the date of the contribution. The Assistant Superintendent shall be eligible for a \$5,000.00 contribution on July 1, 2022; the Assistant Superintendent shall be eligible for a \$5,000.00 contribution on July 1, 2023; the Assistant Superintendent shall be eligible for a \$10,000 contribution on July 1, 2024; the Assistant Superintendent shall be eligible for a \$10,000 contribution on July 1, 2025 and the Assistant Superintendent shall be eligible for a \$20,000 contribution on June 30, 2026. For purposes of this Agreement, the longevity incentive shall not be considered part of the Assistant Superintendent's annual salary.

13. **Buy-Out/Severance.** In the event the School Board, at its sole discretion, terminates Assistant Superintendent's employment before the completion of the term of the Agreement for whatever reason, and provided further that there are two or more years remaining on the term of the Agreement, the School District shall pay to Assistant Superintendent an amount equal to one year of her then current annual salary and benefits as otherwise set forth in this Agreement. If there are less than two years remaining on the term of the Agreement, the

School District shall pay the Assistant Superintendent an amount equal to one-half of her then current salary and benefits remaining as otherwise set forth in this Agreement.

No buy-out/severance under this section shall be provided if the Agreement is terminated by the School Board for cause.

14. **Salary Continuation for Extended Illness/Disability.** Eligibility for this benefit begins the first of the month coincident with or next following date of employment. The Assistant Superintendent shall be eligible for sixty percent (60%) of salary up to \$6,000 total monthly income paid until retirement, after a 90-day elimination period. The monthly premium cost, which is included in salary, will be taken as a benefit deduction on a post-tax basis.

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

16. **Tuition Reimbursement for Graduate Credits.** The Assistant Superintendent may receive reimbursement for graduate credits contingent on the pre-approval of graduate courses by the Superintendent and the following:

- Courses must be completed with a grade of "B" or better
- Costs per credit hour for graduate courses reimbursed at 100 percent up to \$640.00 per credit
- No more than fifteen (15) credits may be taken during any school year, July 1 through June 30.

Superintendent will bring forth a recommendation to the Board any future increases to the \$640.00 per credit rate based on survey information on the per credit rates of the universities typically used by administration for their coursework.

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

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

19. **Relocation and Moving Expenses.**

To partially offset closing costs, legal fees, and other onetime relocation expenses, the District will reimburse the Superintendent, in an amount equal to three percent (3%) of her annual salary, plus the actual costs for moving company services up to a cap of the average of three bona fide moving estimates from moving companies. Such reimbursement is a onetime payment to be made after a move is completed and it shall be made only if the Superintendent's relocation is to reside within the boundaries of the District. This provision will expire on June 30, 2024. To the extent such payments are taxable, the parties shall comply with any applicable IRS regulations for appropriate withholdings. Such payments herein shall not be PSERs eligible payments.

**SECTION C: PERFORMANCE**

1. **Assessment of Performance.**

1.1 The School Board shall evaluate in writing the performance of Assistant Superintendent once a year during the term of this Agreement, no later than September 1<sup>st</sup> of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The objective performance standards in subsection 1.3 of this provision shall be used as the basis of the evaluation.

1.2 The performance assessment shall be used for the following purposes:

A. To strengthen the working relationship among the Board, the Superintendent and the Assistant Superintendent;

B. To evaluate performance consistent with job description responsibilities;

C. To discuss and establish goals and objective performance standards for the ensuing year; and

D. To establish the basis for possible increases in the base salary for the Assistant Superintendent or the receipt of any variable compensation.

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

## 2. **Termination of Employment Agreement.**

2.1 This Agreement is made in accordance with and subject to the terms, conditions and limitations contained in the Public School Code. As a result, this Agreement may be terminated by either party for all reasons permitted by law and subject to all terms, conditions and limitations established in law with respect to the termination of this Agreement.

2.2 In addition, if Assistant Superintendent desires to resign from employment prior to the conclusion of the term of this Agreement, Assistant Superintendent must provide ninety (90) days prior written notice to the School Board before such resignation becomes effective.

2.3 Notwithstanding the foregoing, Assistant Superintendent and the School Board may terminate this Agreement by written agreement at any time.

## **SECTION D: MISCELLANEOUS**

1. **Severability.** Each covenant and agreement in this Agreement shall for all purposes be construed as a separate and independent covenant or agreement. In the event any provision of this Agreement is declared invalid, illegal or otherwise unenforceable by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

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

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

4. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter covered herein, and consolidates and includes all other discussions, negotiations, proposals, and agreements and supersedes any other agreement between the parties. Each of the parties has entered into this Agreement in reliance upon only



the provisions contained herein and not upon any external representations by any party. This Agreement may be amended or modified only by agreement of the parties hereto and memorialized in a written instrument executed by the parties. Termination, severance and buy-out provisions shall not be modified during the course of the Agreement or in the event the Agreement is terminated prematurely.

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

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

(a) IF TO THE SCHOOL BOARD OR SCHOOL DISTRICT:

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

(b) IF TO KALIA REYNOLDS:

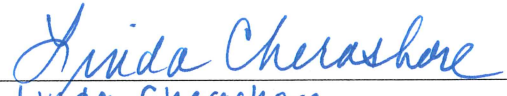
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

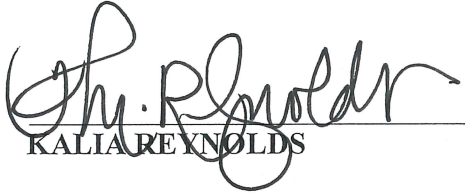
8. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

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

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

By:   
Name: Chris McCune  
Title: President, Board of School Directors

By:   
Name: Lynda Cherashore  
Title: Secretary, Board of School Directors

  
KALIE REYNOLDS

**Appendix A**  
**WEST CHESTER AREA SCHOOL DISTRICT**  
**JOB DESCRIPTION**

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|                    |                          |                  |                         |
|--------------------|--------------------------|------------------|-------------------------|
| <b>TITLE:</b>      | Assistant Superintendent | <b>DATE:</b>     | August 2021             |
| <b>DEPARTMENT:</b> | Management Team          | <b>LOCATION:</b> | Administration Building |
| <b>FLSA:</b>       | Exempt                   |                  |                         |

**SUMMARY:**

This person is responsible for the district's comprehensive plan, assessment of district programming K-12, professional development and secondary education. The Assistant Superintendent also works closely with other appropriate District personnel in a cooperative and advising capacity. S/he is responsible for District level activities that pertain to general administration of the District on both a long-term and day-to-day basis, as well as those services that have a direct bearing on students' learning outcomes.

**REPORTING RELATIONSHIPS:**

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

**TERMS OF EMPLOYMENT:**

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

**QUALIFICATIONS & PHYSICAL REQUIREMENTS:**

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

- Letter of Eligibility
- Extensive knowledge and experience in the development of K-12 curriculum, programming and in leading high quality professional development.
- Extensive knowledge of assessment of common core standards and professional development, K-12.

- Extensive knowledge and experience in secondary education and scheduling.
- Ability to read, analyze and interpret general periodicals, professional journals, technical procedures or governmental regulations
- Ability to write reports, business correspondence and procedure manuals
- Possess effective interpersonal skills with the ability to interface diplomatically with other administrators, teachers, parents, students, Board members, support staff, colleagues, and outside professional contacts
- Ability to work with and apply mathematical concepts; ability to define problems, collect data, establish facts, and draw valid conclusions; proficiency in the use of technology for individual and system management, communication, and research; proficiency in presentation technology to enhance small and large group information and demonstration sessions
- Skills in coordinating and evaluating staff use of technology

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

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

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

#### **Comprehensive Planning and K-12 Duties:**

1. Plans, develops, interprets, evaluates and coordinates the districts comprehensive plan and K-12 district programming.
2. Indirectly develops, implements and evaluates curriculum through his/her leadership on the Instructional Cabinet and Instructional Leadership Team
3. Develops and supervises grants for curriculum, instructional and district programming.
4. Keeps abreast of latest developments and legal opinions in all areas of supervision and informs administrators and staff.
5. Indirectly coordinates the development and implementation of the District Teacher Induction Program K-12.
6. Serves on the School Board Education Committee and other district committees as needed.
7. Observes and provides input to the evaluation of staff members in all school programs as needed.
8. Indirectly organizes and conducts the Act 48 Staff Development Plan, and the District Staff Development programs.

9. Prepares budgets for each service and/or function under his/her responsibility and controls expenditures within the established budget limitations.
10. Coordinates K-12 district programming.
11. Represents the District on committees and at meetings and conferences related to assigned responsibilities.
12. Supervises the development, facilitation, planning and implementation of the Comprehensive Plan.
13. Conducts observations and site visits to ensure curriculum and program implementation.
14. Responsible for District assessment and testing programs.
15. Assumes leadership role during Superintendent's absence.
16. Performs other duties as directed by the Superintendent.

**Secondary Education Duties:**

1. Serves as a member of the administrative cabinet.
2. Supervises and evaluates the performance of secondary administrators.
3. Leads the coordination of secondary staffing.
4. Leads the coordination of the athletic departments at each secondary school.
5. Coordinates the master schedule for all secondary schools.
6. Ensures the quality and alignment of secondary curricular and extracurricular programming.
7. Focuses the work of all secondary-level personnel on ensuring that all students graduate college and career ready, with an emphasis on equity for traditionally underserved student groups.
8. Personally mentors secondary principals and facilitates professional development for secondary staff, with attention to promoting cultural diversity among leadership positions.
9. Promotes the systemic implementation of progressive educational practices for secondary education.
10. Leads secondary principals in goal setting and evaluation of secondary programs, using onsite visits and multi-point data as the bases for decisions aimed at raising student achievement and growth.
11. Leads the district's Career Education program-related outreach to partners in the community, in business, and in higher education, with a goal of facilitating students' successful transition into post-secondary institutions and careers.
12. Provides vision, direction, management and oversight for all aspects of the secondary program, including goals; budgets; curriculum; student assessment; program evaluation; data collection and analysis; school improvement plans; and compliance.
13. Provides direction and oversight for alternative education programs.
14. Coordinates the district's summer school program for secondary students.
15. Responsible for creating and implementing the district's cyber diploma program in collaboration with the Director of Technology and Director of Teaching and Learning.

**Professional Development:**

1. Supports administrators, supervisors, curriculum leaders, and staff in the planning and evaluation of professional development. Makes all recommendations to the superintendent for changes in professional development and the assessment of professional development.
2. Monitors professional development with district administrators to ensure that all professional development activities meet the criteria standards as outlined by Act 48, the Pennsylvania Inspired Leadership guidelines, the National Staff Development Councils' Standards for Professional Development, Pennsylvania Academic Standards and is research-based.
3. Confers with Instructional Cabinet, Supervisors, Curriculum Leaders, and principals to monitor student assessment data to help identify areas of need for future professional development.
4. Helps to plan and schedule sessions for in-service days with curriculum leaders, supervisors, and principals.
5. Reviews the professional development evaluation forms and develops reports based on staff feedback from the evaluation database.
6. Attends meetings to support focused professional development and facilitates learning communities to align with district and school goals.
7. Participates in state and nation-wide opportunities to continue personal professional development.
8. Maintains an awareness of trends; anticipates and researches current topics of interest to a wide range of educators

**Appendix “B”**



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

**July 1, 2019 – June 30, 2023**

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## **INTRODUCTION**

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

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

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

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

- A. **Meet and Discuss Procedures** -The West Chester Area School District Board of School Directors agree to meet and discuss with a representative group of the Management Team to develop and implement a written compensation plan pursuant to the conditions outlined in Act 93, “Compensation Plan of School Administrators.” It is understood that the written plan provisions may not be changed during the term of the plan except by mutual agreement that is signed by the West Chester Administrators’ Act 93 Representative(s), unless the plan is required to be modified pursuant to law.
- B. **Term of Compensation Plan** - This plan is effective July 1, 2019 and shall continue until June 30, 2023.
- C. **Administrators Covered by the Plan** - This plan covers all members of the West Chester Area School District Management Team except those specifically not covered as a “*School Administrator*” pursuant to Pa. STAT. ANN. Tit. 24 Section 11-1164(a).

## **SALARY PLAN**

- A. A salary range for each administrative position covered by the Plan has been established. The 2019-20 salary range is attached as Appendix A and shall serve as the basis for the Salary Plan administered as outlined in B through G below.
- B. The salary range shall be adjusted in July 2021 for determining salary minimums and maximums for each position during the 2021-22 school year by increasing the minimum and maximum salary by the base Act 1 index for the respective school year.
- C. **Performance Base Salary Increase:** Base Salary Increase shall be effective on July 1<sup>st</sup> of each year. The annual amount to be awarded for base salary increases shall be determined by multiplying the total base salaries of active Administrators on July 1<sup>st</sup> by the base Act 1 index for the respective school year. The base salary increase for each Administrator shall be determined by the total points earned as a percentage of total maximum points based on performance in Part 1 of the Administration Evaluation Instrument (See Appendix B). If the Administrator’s base salary exceeds the salary maximum, the amount of the base salary increase exceeding the maximum shall be added to the Administrator’s merit bonus in Section D of this agreement.

- D. Performance Goals Merit Bonus: In each year of this plan, each Administrator shall be eligible to receive a merit pay bonus above and beyond base salary increases outlined in Section C above. The performance goals merit bonus shall not be cumulative and shall be paid independently for each contract year. The amount of money available for merit performance pay bonuses shall be determined by multiplying the base Act 1 index by the base salaries of the active Administrators at July 1<sup>st</sup>. Performance goals shall be established by the Superintendent or his/her designee. The annual performance goal merit bonus for each Administrator shall be determined by the total points earned as a percentage of total maximum points based on performance in Part 2 of the Administration Evaluation Instrument (See Appendix C).
- E. It is the intent of the Salary Plan for fully competent, experienced Administrator's base salary to be at the target salary of the salary range after four full years of proficient experience in the position utilizing the following benchmarks: Administrator new to the position earns eighty-five percent of target salary; year two, eighty-eight and three-quarter percent of target salary; year three, ninety-two and one-half percent of mid-point; year four, ninety-six and one-quarter percent of target salary; and year five, one hundred percent of target salary. The target salary shall be determined as 93% of the maximum salary for each position as exhibited in Appendix A. The Superintendent shall determine initial placement percentage to target salary in consideration of administrative experience and market conditions.
- A change in an Administrator's percentage to target salary is conditioned upon the Administrator's performance. Failing/unsatisfactory performance in a given year freezes adjustment to target salary for that year and may reduce future year progress to target salary. Performance that is designated as "needs improvement" may also reduce the adjustment as determined by the Superintendent.
- F. A position's target salary may be lowered by the Superintendent if position responsibilities are changed. In this case, the Administrator's salary will remain frozen until such time as their current salary matches the new target salary for the position.
- G. A one-time bonus payment of \$2,500, less legally required withholdings, that will not be included in the Administrator's salary for future increases, will be made to any Administrator achieving a Doctorate Degree after July 1, 2016 with specific stipulations requiring the Doctorate Degree be part of a fully accredited program, and not be through an On-Line Doctoral Program.

## **BENEFITS**

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

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

- b. Personal Choice 10/20/70 w/\$10/\$20/\$20/\$100 Rx
- c. Personal Choice 20/30/70 w/\$10/\$20/\$20/\$100 Rx
- d. Personal Choice 320 w/\$10/\$2020/\$100 Rx

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

When a generic drug is available, unless the physician has specified in writing that brand name is to be dispensed, the plan will only cover the cost of the generic drug, less the \$10.00 copay. Where the physician has specified in writing that a brand name drug must be dispensed, or where a generic drug is not available, the plan will cover the cost of the brand name drug, less the \$20.00 copay.

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

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

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

1. Effective July 1, 2019, the Board shall contribute ninety-two percent (92%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
2. Effective July 1, 2020, the Board shall contribute ninety-one percent (91%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.
3. Effective July 1, 2021, the Board shall contribute ninety percent (90%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx.

integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.

4. Effective July 1, 2022, the Board shall contribute eighty-nine percent (89%) toward the medical and prescription drug benefit plan premiums for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx. The Administrator will be responsible for the cost difference between the board's contribution level for the Personal Choice HD1-HC1 with/\$10/\$20/\$20/\$100 integrated Rx plan and the total cost of any non-Core plan offered with/\$10/\$20/\$20/\$100 integrated Rx and shall be paid through mandatory payroll deductions by the Administrator.

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

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

#### **DENTAL PLAN**

Effective July 1, 2019 the Board will pay 92% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

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

Effective July 1, 2020 the Board will pay 91% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

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

Effective July 1, 2021 the Board will pay 90% of the premium cost for single and dependent coverage, in the District's Dental Plan, which provides for the following coverage:

- A. Maximum coverage of \$2,500.00/year (excluding orthodontia) for employee and each dependent.
- B. 100% of UCR for preventative and basic

- 80% of UCR for major services, after \$10/\$30 annual deductible
- C. Orthodontia - 75% of UCR to an annual maximum of \$750.00 or lifetime maximum of \$1,500.00 per person.

Effective July 1, 2022 the Board will pay 89% of the premium cost for single and dependent coverage in the District's Dental Plan, which provides for the following coverage:

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

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

### **VISION CARE PLAN**

Effective July 1, 2019 the Board will pay 92% of the premium cost for single and dependent coverage, for the District's Vision Plan, which provides for the following coverage:

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

Effective July 1, 2020 the Board will pay 91% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

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

Effective July 1, 2021 the Board will pay 90% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

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

Effective July 1, 2022 the Board will pay 89% of the premium cost for single and dependent coverage for the District's Vision Plan, which provides for the following coverage:

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

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

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

1. Is married or in a legally recognized Civil Union, at least eighteen (18) years of age, resides

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

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

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

- An Administrator is not eligible for the withdrawal reimbursement unless he/she has been enrolled in the benefit for one plan year.
- If an Administrator chooses to drop the medical insurance provided by the Board, they must provide proof that they are covered by an eligible non-WCASD insurance program. Medicare and Individual Coverage are ineligible due to Federal Guidelines.
- Effective June 30, 2023 Administrators previously receiving the withdrawal benefit provision while covered under a Spouses' WCASD health plan will no longer be eligible to receive the Withdrawal of Healthcare Provision.

#### **RETIREMENT BENEFIT PROGRAM**

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

##### **A. Duration**

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

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

B. Cost Sharing

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

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

**MEDICAL SPENDING ACCOUNT**

- A. Health Savings Account (HSA) – Effective July 1, 2019, the district shall make an HSA available for all eligible qualified bargaining unit members who enroll in the HSA-eligible HD1-HC1 plan. The district shall contribute \$500 per year for the life of this contract for all bargaining unit members who enroll in the HSA-eligible Personal Choice HD1-HC1 w/\$10/\$20/\$20/\$100 integrated Rx plan. District Funding will take place after the new hire open enrollment window has expired and is only available for active employees who are eligible for an HSA as outlined in Section 223 of the Internal Revenue Code.
- B. Medical Flexible Spending Account - An Administrator may elect to contribute between \$240 and the annual maximum in pre-tax dollars determined by the Internal Revenue Code. Medical spending account expenses can be reimbursed for the Administrator's spouse or the Administrator's tax-qualified domestic partner and/or Internal Revenue Code eligible dependents.

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

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

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

**DEPENDENT CARE ACCOUNT FSAs**

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

**PHYSICAL EXAMINATION**

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

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

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

#### **GROUP TRAVEL ACCIDENT PROTECTION**

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

#### **SALARY CONTINUATION FOR EXTENDED ILLNESS/DISABILITY**

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

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

#### **TUITION REIMBURSEMENT FOR GRADUATE CREDITS**

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

- A. Courses must be completed with a grade of "B" or better.
- B. Costs per credit hour for graduate courses reimbursed at 100 percent up to \$640 per credit.
- C. No more than eighteen (18) credits may be taken during any school year, July 1 through June 30.

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

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

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

#### **SEVERANCE PAY FOR RETIREES**

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

The severance payment would be calculated on an "early notification rate" in the event



the District receives a notification from the Administrator 120 days preceding the date when the Administrator intends to retire based upon the schedule set forth below:

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

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

B. Effective July 1, 2016, administrators who retire under the provision of the Pennsylvania School Employees' Retirement System and who have been employed (and approved leave shall be included) in the District for twelve (12) or more years of service, have been an Administrator in the West Chester Area School District for five (5) or more years with the District will be entitled to the following severance at the conclusion of their service:

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

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

#### **457(b) PROGRAM FOR ADMINISTRATORS**

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

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

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

### **LEAVE TIME**

#### **VACATION LEAVE**

- A. Principals, Asst. Principals, and twelve-month Supervisors earn 15 paid days each school

year, pro-rated. District Office Administrators earn 20 paid days each school year, prorated.

- B. Administrators and Supervisors who have completed 7 years Management Team service within the District are entitled to 1 additional vacation week. The additional week will be awarded on July 1, following completion of the 7<sup>th</sup> year.
- C. Administrators and Supervisors who have completed 12 years Management Team service are entitled to 1 additional vacation week each full school year for a total of 5 weeks for Principals, Asst. Principals and twelve month Supervisors and a total of 6 weeks for District office Administrators. The additional week will be awarded on July 1, following completion of the 12th year. No more than one consecutive vacation day may be taken during the school calendar year without the Superintendent's approval.
- D. Administrators new to the District or Management Team will be awarded vacation determined by the Superintendent.
- E. Vacation benefits do not apply to ten-month (207-day) Supervisors.
- F. Administrators may rollover unused vacation days from one year to the next as long as the combined balance of rollover vacation days and the current allotment of vacation days do not exceed 35 days.
- G. Administrators must use a minimum of 10 vacation days each year to be eligible for the rollover.
- H. Administrators may receive a cash payment for up to 10 unused vacation days each year.

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

### **SICK LEAVE**

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

### **HOLIDAYS**

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

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

### **MANDATORY DIRECT DEPOSIT LANGUAGE**

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

Administrators' receipt of any monetary payment or compensation from the District, the District will meet and discuss such changes with the Act 93 Leadership.

**MISCELLANEOUS**

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

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

Date:

By: \_\_\_\_\_

\_\_\_\_\_  
(President)

Attest: \_\_\_\_\_

\_\_\_\_\_  
(Secretary)

**WEST CHESTER ADMINISTRATORS' ACT93 REPRESENTATIVE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Kevin Fagan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Stephen Catrambone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Ian Kerr

## Appendix “C”

### Objective Performance Standards

# **WEST CHESTER AREA SCHOOL DISTRICT**

## ***Assistant Superintendent Annual Performance Evaluation***

### ***Dr. Kalia Reynolds***

### ***2019-20***

#### *Part A*

**INSTRUCTIONS** Four broad areas of responsibility are defined below. In the block provided for each area, give a number score (1-4 as defined below) which best summarizes your evaluation of performance level in that area. Decimals may be used in providing a score if performance is judged to be between ratings. Comments, Suggestions for Improvement and Commendations may be included.

#### **Definitions of Performance Levels**

Consider the following definitions of relative ratings in evaluating the Assistant Superintendent’s performance:

**EXEMPLARY:** (3.0 - 4.0)

Performance in the specific duty or responsibility is more than accepted norms. The results and objectives achieved exceed the standards for acceptable performance.

**PROFICIENT:** (2.0 - 2.9)

Performance in the specific duty or responsibility is fully acceptable. The results and objectives achieved meet the standards for acceptable performance.

**PROGRESSING:** (1.0 – 1.9)

Performance in the specific duty or responsibility is slightly less than acceptable. The results and objectives achieved fall slightly short of the standards for acceptable performance. A rating of Progressing requires a written comment indicating the reason(s) for this rating

**UNSATISFACTORY:** (0 -.9)

Performance in the specific duty or responsibility is totally unacceptable. The results and objectives achieved fall substantially short of the standards for acceptable performance. A rating of unsatisfactory requires a written comment indicating the reason(s) for this rating.

| <b>Student Achievement –</b>                                                                                                                                                                                                                                                                                                                        | <b>0</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|--|
| Plans, develops, interprets, and coordinates district curricular programs.                                                                                                                                                                                                                                                                          |          |          |          |          |          |  |
| Ensures that District students have equal access to appropriate educational programs and other supplemental programs as deemed necessary.                                                                                                                                                                                                           |          |          |          |          |          |  |
| Oversees a timely review of all curricular areas required by law as well as other subjects the Board may require and makes recommendations to the Board for the improvement of curriculum.                                                                                                                                                          |          |          |          |          |          |  |
| Makes recommendations regarding the needs for instructional and non-instructional materials and equipment and recommends plans for improvements, alterations or other changes in the buildings or surrounding grounds.                                                                                                                              |          |          |          |          |          |  |
| Interprets and/or supervises the implementation of all Federal and State laws relevant to education.                                                                                                                                                                                                                                                |          |          |          |          |          |  |
| <b>Professional Development -</b>                                                                                                                                                                                                                                                                                                                   | <b>0</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |  |
| Oversees the school district's three year Education Plan as required by the Pennsylvania Department of Education.                                                                                                                                                                                                                                   |          |          |          |          |          |  |
| Supports administrators, supervisors, curriculum leaders, and staff in the planning and the evaluation of professional development.                                                                                                                                                                                                                 |          |          |          |          |          |  |
| Monitors professional development with district administrators to ensure that professional development activities meet the criteria as outlined by Act 48, the Pennsylvania Inspired Leadership guidelines, the National Staff Development Council's Standards for Professional Development Pennsylvania Academic Standards, and is research-based. |          |          |          |          |          |  |
| Confers with Instructional Cabinet, Supervisors, and principals to monitor student assessment data to identify areas of need for professional development.                                                                                                                                                                                          |          |          |          |          |          |  |
| Facilitates and coordinates District Professional Development Advisory Council.                                                                                                                                                                                                                                                                     |          |          |          |          |          |  |

| <b>Communications -</b>                                                                                                                                                                                                                          | <b>0</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|--|
| Keeps cabinet, principals and supervisors informed of state and federal requirements that pertain to curriculum, instruction and assessment.                                                                                                     |          |          |          |          |          |  |
| Disseminates information on professional development opportunities to administration and faculty.                                                                                                                                                |          |          |          |          |          |  |
| Works with the Superintendent and Digital Communication Coordinator to publicize important information pertaining to curriculum and assessment.                                                                                                  |          |          |          |          |          |  |
| Motivates the staff positively by treating all personnel fairly, encouraging participation in planning, curriculum development and policy preparation, and giving praise for good work.                                                          |          |          |          |          |          |  |
| <b>Fiscal Responsibility –</b>                                                                                                                                                                                                                   | <b>0</b> | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |  |
| Directs the development of and makes recommendations for the yearly budget for the department of curriculum, instruction, and assessment on a timely basis that reflects the needs of the District and the use of District assets and resources. |          |          |          |          |          |  |
| Establishes and maintains efficient procedures and effective controls for all expenditures of school funds for curriculum, instruction, and assessment in accordance with the adopted budget.                                                    |          |          |          |          |          |  |
| Leverages technology, community resources, and innovation to provide for school improvement that reflects fiscal responsibility.                                                                                                                 |          |          |          |          |          |  |
| Serves on and advises the Superintendent on the District's Staffing and salaries.                                                                                                                                                                |          |          |          |          |          |  |

***Part A: Scoring for Objective Performance Standards***

**Total all points assigned: \_\_\_\_\_**

***Part B: Goals:***

1. Student Achievement:

2. Professional Development:
3. Fiscal responsibility:
4. Communications:

Total all points assigned:

The amount of additional performance incentive compensation shall be made available beginning with the 2019-20 contract year and shall not exceed Ten Thousand Dollars (\$11,000.00). In each of the subsequent contract years, the amount of available performance incentive compensation shall increase by a percentage equal to the District's base Act 1 Index. Any amounts awarded to the Assistant Superintendent as performance incentive compensation shall not be a permanent adjustment on to the base salary, but will be credited toward PSERS for the calendar year in which it was paid. The final salary evaluation (Part A of the Evaluation) shall determine the amount of performance incentive compensation for the year being evaluated. The variable increase shall be awarded based on the following performance assessment rating:

| Rate of Performance Incentive Compensation | Performance Rating Achieved       |
|--------------------------------------------|-----------------------------------|
| 100% - \$11,000                            | Exemplary (3.0-4.0)               |
| 75% - \$8,250                              | Proficient (2.5-2.9)              |
| 50% - \$5,500                              | Proficient (2.0-2.4)              |
| 25% - \$2,750                              | Progressing (1.0-1.9)             |
| 0%                                         | Not meeting standards (Below 1.0) |

**Total Variable Rate Payment:**

Assistant Superintendent's Signature / Date

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Evaluator's Signature / Date

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**AMENDMENT NO. 1**  
**TO**  
**EMPLOYMENT AGREEMENT**  
**BETWEEN**  
**WEST CHESTER AREA SCHOOL DISTRICT**  
**AND**  
**DR. KALIA REYNOLDS**

**THIS AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT** is entered into this 23<sup>rd</sup> day of January, 2023, between the WEST CHESTER AREA SCHOOL DISTRICT (herein "District") and DR. KALIA REYNOLDS) (herein "Dr. Reynolds" or "Assistant Superintendent").

**WITNESSETH:**

**WHEREAS**, the District entered into an Employment Agreement between the District and Dr. Reynolds as Assistant Superintendent for a time period effective August 30, 2021, for a period of four (4) years and ten (10) months ending on June 30, 2026 (herein "Original Employment Agreement");

**WHEREAS**, as the result of the unexpected medical leave of Dr. Robert Sokolowski, Superintendent of Schools, which will result in his irrevocable retirement effective December 31, 2023, the District is in need of having Dr. Reynolds act in the capacity as a Substitute or Acting Superintendent in accordance with Section 5-508 and 10-1079 of the Public School Code of 1949;

**WHEREAS**, it is the intent of this Amendment No. 1 to the Original Employment Agreement to provide for the terms and provisions applicable for Dr. Reynolds acting in the capacity as Substitute or Acting Superintendent;

**WHEREAS**, it is understood that Dr. Reynolds' Original Agreement effective August 30, 2021, shall be hereby amended only for the time period that Dr. Reynolds serves in the capacity as Substitute or Acting Superintendent, after which time Dr. Reynolds will either be selected as Superintendent following a search for a successor or Dr. Reynolds will return to her previous position as Assistant Superintendent contemplated in the Original Employment Agreement.

**NOW, THEREFORE**, based upon the mutual considerations and covenants herein, the parties agree as follows:

1. Amendment No. 1 to the Original Employment Agreement. Unless otherwise stated in this document, the Original Agreement shall prevail with respect to the terms and conditions of employment for Dr. Reynolds.

2. Term of Amendment No. 1 to the Original Employment Agreement. The District does hereby employ Dr. Reynolds in the capacity of Substitute Superintendent of the District for a term commencing on January 24, 2023, and ending upon the earlier of: (1) thirty (30) days' written notice by the District to Dr. Reynolds; (2) December 31, 2023; or (3) the effective date of

employment for a permanent Superintendent as duly appointed by the Board of the District, whichever shall first occur, and as Acting Superintendent of the District for a term commencing on January 1, 2024, and ending upon the earlier of: (1) thirty (30) days' written notice by the District to Dr. Reynolds; (2) December 31, 2024; or (3) the effective date of employment for a permanent Superintendent as duly appointed by the Board of the District, whichever shall first occur. Dr. Reynolds agrees to accept employment as Substitute or Acting Superintendent for the aforesaid term. This Amendment No. 1 to the Original Employment Agreement shall terminate immediately upon the expiration of the aforesaid term unless extended or terminated earlier as set forth herein.

3. Duties of Dr. Reynolds. During the term of this Amendment No. 1 to the Original Employment Agreement, Dr. Reynolds agrees to perform the duties of the District Superintendent in her capacity as either Substitute or Acting Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, and the requirements set forth below:

a. Summary: Dr. Reynolds, within the legal requirements of the State, shall be responsible for the general management of the schools of the District under the Rules and Regulations prescribed by the State Board of Education and the policies of the Board. The Substitute or Acting Superintendent is responsible for guiding the development of the educational needs of all pupils and potential pupils, and to recommend these objectives and programs to the Board.

b. The Substitute and Acting Superintendent shall provide overall direction to the activities of the District and its personnel towards the accomplishment of approved educational goals; administer the policies of the Board; conserve the District's assets and resources; and maintain and enhance the District standing in all of its major and external relationships.

c. Essential Duties and Responsibilities: This list is intended to be illustrative rather than complete and serves to show major duties and responsibilities and does not express or imply that these are the only duties to be performed by the Substitute and Acting Superintendent. The Substitute or Acting Superintendent will be required to perform any other position related duties requested by the Board. The management responsibilities of the Substitute or Acting Superintendent shall extend to all activities of the District, to all phases of the educational program, to all parts of the physical plant, and to conduct such other duties as may be assigned by the Board.

1. Operations – The Substitute or Acting Superintendent shall

(a) Manage the work of all professional and non-professional personnel in planning and program development and direct all activities of the District. The Substitute or Acting Superintendent may delegate responsibilities, together with appropriate authority, but she may not delegate nor relinquish her ultimate responsibility for the results or any other portion of her accountability;

(b) Manage the development of long and short-range educational objectives for the improvement and growth of the District and of educational activities in the District;

(c) Manage the development of the overall educational process and administrative procedures and controls necessary to the implementation of educational programs for the achievement of the educational objectives of the District;

(d) Manage the regular and systematic evaluation, analysis and appraisal of the achievements of pupils and the performance of personnel in each of the educational programs or activities against stated objectives of the District;

(e) Report to the Board the progress and status of the programs and activities of the District;

(f) Inform the Board on all matters of major importance or significance to the activities, programs and progress of the District;

2. Organization – The Substitute or Acting Superintendent shall

(a) Establish and maintain an administrative organization which provides for the effective management of all the essential functions of the District;

(b) Recommend proposed revisions to the organization of the management structure, including the establishment or elimination or revisions of administrative positions;

3. Personnel – The Substitute or Acting Superintendent shall

(a) Develop and recommend policies and programs for personnel recruitment, selection and employment; employee relations; employee benefits and services; employee safety; personnel evaluations; and salary administration for the District;

(b) Insure the maintenance of an adequate staff of properly administrative and supervisory personnel throughout the District;

(c) Recommend to the Board the selection, employment, assignment, transfer and suspension of professional and non-professional employees;

(d) Supervise assigned personnel and conduct periodic evaluations and appraisals of their performance;

(e) Recommend salary increases and salary adjustments for professional and non-professional employees;

(f) Develop and recommend to the Board job classifications for all new positions.

4. Finances – The Substitute or Acting Superintendent shall

(a) Direct the development of the annual budget of the District;

(b) Review and recommend programs and support data for funds to be included in the annual budget of the District;

(c) Provide for the overall management of the District's financial activities, and appropriate action to assure that expenses are kept within the approved budgetary limits of the District;

(d) Assist principals and directors in maintaining economy and efficiency in the operation of their administrative units;

(e) Maintain an active contact and familiarization with all local, state, federal, and philanthropic programs which provide or could provide financial assistance to the District;

5. Relationships – The Substitute or Acting Superintendent shall

(a) Act as executive officer for the Board;

(b) Act as a professional advisor to the Board;

(c) Attend meetings of the Board with a right to comment on all issues;

(d) Prepare the agenda for all meetings of the Board, and deliver the agenda with pertinent information on each item in advance of the meeting;

(e) Participate in the affairs of local, state, and national professional organizations;

(f) Serve as representative of the school system and the community at meetings on the local, state and national levels;

(g) Maintain a cooperative working relationship between the schools and the community and community agencies; and

(h) Establish and maintain such other relationships within or outside the District as required to carry out her responsibilities.

4. Mentorship Services. The District further agrees to provide mentorship services based upon a collaborative understanding with Dr. Reynolds, which may include the continuation of her mentorship program provided by AASA or the provision of another mentor that will be the subject matter of a separate Independent Contractor Agreement with the District. The District and Dr. Reynolds will confer periodically regarding the mentorship status and will devise a system funded by the District to provide Dr. Reynolds with the needed mentorship supports to fulfill the duties of Substitute or Acting Superintendent.

5. Calendar and Supplemental Daily Rate. During the term which Dr. Reynolds serves as Substitute or Acting Superintendent in the District, the District agrees to pay Dr.

Reynolds, a supplemental daily rate at the rate of \$185.00 per day, less legally required withholdings. The daily rate shall be based upon a Monday-Friday schedule. This supplemental daily rate shall last for the term of this Amendment No. 1 to the Original Employment Agreement. Consistent with current practice, notwithstanding the fact that Dr. Reynolds works on a 260 day calendar, Dr. Reynolds' vacation day proration will be based upon a 240 day calendar. In addition, Dr. Reynolds will be entitled to receive her base salary adjustment in accordance with her Original Employment Agreement effective July 1, 2023, which will not have an impact on the \$185.00 per day per diem stipend.

6. Seat on the Board. Dr. Reynolds shall have a seat on the Board and the right to speak on all issues before the Board but shall not have the right to vote. Dr. Reynolds or her designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to her own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members, individually, shall promptly refer all criticisms, complaints, and suggestions called to its attention to Dr. Reynolds for study, disposition, or recommendation as is appropriate.

7. Contacts Between the Board and the Staff. Dr. Reynolds shall be responsible for the total day-to-day administration of the District subject to the officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be through Dr. Reynolds exclusively. This restriction, however, shall not prohibit Board members in their individual legal capacity from talking with District personnel or contacting District personnel pursuant to an official function sanctioned by the Board.

8. Indemnification. The District further agrees that it shall defend, hold harmless, and indemnify Dr. Reynolds from any and all demands, claims, suits, actions, and legal proceedings brought against Dr. Reynolds in her individual capacity, or in her official capacity as Substitute or Acting Superintendent, or as agent and employee of the District, provided the incident arose while Dr. Reynolds was acting within the scope of her employment and consistent with the provisions of the Pennsylvania Political Subdivision Tort Claims Act.

9. Notice of Resignation. Dr. Reynolds may resign at any time from her position as Substitute or Acting Superintendent, provided she gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. In that event, Dr. Reynolds will be returned to her prior position as Assistant Superintendent and be subject to the terms of the Original Employment Agreement as if Dr. Reynolds was not on leave from her position as Assistant Superintendent.

10. Return to Position As Assistant Superintendent. In the event that the Board of the District elects not to appoint Dr. Reynolds as the permanent Superintendent of the District following the search required pursuant to Board policy, Dr. Reynolds will be returned to her prior position as Assistant Superintendent and will be subject to the terms of the Original Employment Agreement as if Dr. Reynolds was not on leave from her position as Assistant Superintendent. In other words, Dr. Reynolds would be entitled to receive an adjusted compensation level absent the stipend contemplated in Paragraph 5 herein, reflecting increases that Dr. Reynolds would have otherwise received had she not been on leave from the Assistant Superintendent position. The parties acknowledge that the return to service as Assistant Superintendent will not constitute a demotion pursuant to Pennsylvania law and Dr. Reynolds accepts going back to the position of

Assistant Superintendent in the event that she is not selected as the permanent Superintendent following the search.

11. Interpretation of Agreement. This Amendment No. 1 to the Original Employment Agreement will be interpreted under the laws of the Commonwealth of Pennsylvania in effect as of the date of this Amendment No. 1 to the Original Employment Agreement and any challenges to this Amendment No. 1 to the Original Employment Agreement shall be litigated exclusively in the Court of Common Pleas of Chester County.

12. Original Agreement. In all other respects, Dr. Reynolds original employment agreement shall remain in full force and effect.

**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.

WEST CHESTER AREA SCHOOL  
DISTRICT

Attest:

Linda Cherashore  
Linda Cherashore  
Board Secretary

By:

Susan Tiernan  
Susan Tiernan  
Board President

Witness: \_\_\_\_\_

Dr. Kalia Reynolds  
Dr. Kalia Reynolds

### CERTIFICATION

I, Linda Cherashore, hereby certify that I am the Secretary of the Board of School Directors of the West Chester Area School District, and the foregoing Amendment No. 1 to Employment Agreement between West Chester Area School District and Dr. Kalia Reynolds was duly adopted by the Board of School Directors at a duly advertised meeting held on January 23, 2023, at which time a quorum was present, the Resolution being approved by a vote of 9 to 0 on the 23<sup>rd</sup> day of January, 2023.

  
\_\_\_\_\_  
Linda Cherashore  
Board Secretary