

# **Act 93**

## **Compensation Plan**

**2013/2014 to 2015/2016**

**Garnet Valley School District  
Glen Mills, PA 19342**

**July 2013  
Revised 2015**

## I. Introduction and Overview

### A. Defined Terms

As used in this Compensation Plan, the following capitalized terms shall have the meanings specified.

**"Board"** means the Board of School Directors of the Garnet Valley School District.

**"District"** means the Garnet Valley School District.

**"Performance Rating"** means the overall performance rating for the immediate preceding fiscal year given to an individual.

**"Plan"** means this Compensation Plan.

**"Position"** means an Act 93 member, as set forth on page 13 herein.

**"Position Group"** means the level on the Salary Range which the District believes is appropriate for each Individual.

**"Salary Range"** means District Act 93 member compensation for a fiscal year.

### B. General

From time to time herein, reference is made to a structure or framework for the Act 93 Compensation Plan generally, and possible alternatives for modification of the structure or framework by the Board in the adoption of plans to be applicable in future years. In each instance, the Plan adopts one alternative for a fiscal year recognizing that the District may select a different alternative at the time of adoption of the Plan in any future year.

### **C. Goals**

The Plan is intended to provide a means to evaluate and recognize the performance of the Act 93 personnel employed by the District in the fiscal year just completed and to establish the compensation level for the fiscal year for which the plan is applicable.

The structure of the Plan is intended to provide (a) a form of internal equity among Act 93 member positions, (b) a form of external equity for Act 93 member positions in comparison with the employment market (public and private) for persons capable of performing such Act 93 positions, and (c) a system of annual review and reward for each Act 93 member's performance.

### **D. Internal Equity**

Internal equity shall be satisfied by establishing individual job descriptions for each Act 93 position and placing those positions in accordance with their relative responsibility within the District. The placement of each position shall be recommended by the Superintendent to the Board for its consideration and initial adoption. It is anticipated that placement may change over time.

### **E. External Equity**

External equity shall be satisfied by comparing each Act 93 position with positions requiring comparable skills and experience outside the District. The external reference(s) to be used by the District for comparison from time to time may include, for example, other school districts in Delaware County, other school districts in southeast Pennsylvania, and other school districts in the Commonwealth of Pennsylvania. In the past, other school districts in Delaware County have served as the principal external base and such base shall continue for purposes of the plan for a fiscal year. While exceptions to the application of such base may be made, it is not contemplated that the external base itself should change frequently and, when changed, should only be changed for good and sufficient reasons.

## F. Individual Performance:

The evaluation and recognition of individual performance shall be satisfied through the implementation of the evaluation plan. Salary increases will be awarded as follows:

### 2013-14 School Year:

The Board will allocate funds to award each Act 93 member a 1.7% salary increase. Additionally, the Board will award a 1.3% one-time stipend to each Act 93 member covered under the previous Act 93 agreement and actively employed on the date of ratification of this agreement. The stipend is calculated on the 2012-2013 salary of each eligible Act 93 member and is not PSERS eligible.

### 2014-15 School Year:

The Board will provide the Superintendent with a pool of money derived from multiplying the total of all Act 93 salaries for the 2013-14 school year by the Act 1 Index to award salary raises to Act 93 members. All salary raises will be merit based, as shown by a positive rating by the Superintendent using a standard rating tool. Additionally, the members of the Instructional Leadership Team will receive an amount of variable compensation that will be determined by the Superintendent and the Board.

### 2015-16 School Year:

The Board will provide the Superintendent with a pool of money derived from multiplying the total of all Act 93 salaries for the 2014-15 school year by the Act 1 Index to award salary raises to Act 93 members. All salary raises will be merit based, as shown by a positive rating by the Superintendent using a standard rating tool.

\*Note: In the 2014-15 and 2015-16 school years, regardless of the Act 1 Index, the total pool of money may not be below 1.5% of the total of all Act 93 salaries or above 3%.

Using the performance evaluation as the basis for establishing salary increases, the subsequent year's salary shall be determined according to the following schedule:

SALARY RANGES					
	LOW	25%	MIDDLE	75%	MAX
2	\$133,227	\$143,016	\$152,804	\$162,593	\$172,382
3	\$123,057	\$133,990	\$144,923	\$155,855	\$166,788
4	\$112,325	\$123,608	\$134,890	\$146,173	\$157,456
5	\$109,098	\$119,232	\$129,366	\$139,500	\$149,635
6	\$104,850	\$116,383	\$127,917	\$139,450	\$150,984
7	\$85,894	\$98,136	\$110,377	\$122,689	\$135,000
8	\$80,605	\$90,302	\$100,000	\$109,698	\$123,395
9	\$48,204	\$64,153	\$80,102	\$96,051	\$112,045
10	\$47,606	\$60,455	\$73,303	\$86,151	\$99,000
11	\$43,628	\$52,490	\$61,352	\$70,214	\$79,076
12	\$37,501	\$45,314	\$53,127	\$60,940	\$68,753
13	\$33,000	\$38,500	\$44,000	\$49,500	\$55,000
14	\$25,560	\$30,670	\$35,780	\$40,890	\$46,000

(Any Trend Line salaries, which match other points in the IU Data, are purely coincidental.) The salary range chart will be examined on an annual basis using County data.

### **Mandatory Direct Deposit**

Effective October 1, 2013, all Act 93 members shall be required to (1) set up a bank account that can receive direct deposit from the District, and (2) execute and provide any and all forms or consents that would enable mandatory direct deposit of District payroll and other checks.

### **Approved Extra Work**

Group 13 - prior approval needed for extra work. Hours worked in excess of forty (40) hours per week or eight (8) hours per day shall be paid at a rate of one and one-half (1 1/2) times the hourly rate. Established holidays shall be considered workdays in computing overtime pay.

## Medical Coverage

The District shall provide, and pay for coverage for the individual and for the family plan on the Independence Blue Cross Personal Choice 20/30/70 based on the following percentages:

2013/2014—94% of the monthly medical premium  
2014/2015—92% of the monthly medical premium  
2015/2016—90% of the monthly medical premium  
(This amount will be deducted on a bi-weekly basis)

Should the Act 93 member elect a different medical program, such as an HMO program, the District agrees to pay the same percentage of the monthly medical premium that would be paid for the Independence Blue Cross Personal Choice 20/30/70 coverage, as shown, above. Should the cost of such a program exceed that which is currently being paid for the Act 93 member's Independence Blue Cross Personal Choice 20/30/70 coverage, the Act 93 member must pay the amount in excess of the Independence Blue Cross Personal Choice 20/30/70 coverage.

The District reserves the right to modify or change the above referenced Independence Blue Cross Personal Choice 20/30/70 health insurance plan in order to obtain future cost savings. In the event of such changes there will be no change to the percentage of the employee contribution, as detailed above. Should the District change the health care plan, the District will meet with Act 93 representatives to discuss the plan change.

## Prescription Drugs

The District shall provide a prescription drug plan policy during the terms of this contract with payment of full cost for brand prescriptions with a ten (\$10.00) dollar deductible and generic prescriptions with a five (\$5.00) dollar deductible. The district will participate in the PCS drug administration program. If for some reason, the drug administrator must be changed, the parties will meet to mutually choose a new administrator.

## Dental Insurance

The District shall provide a dental drug plan policy during the terms of this contract with payment of full cost of either individual or family coverage for a basic dental plan (no deductible). The plan shall include periodontics (treatment of gums) on a 60-40 co-insurance basis, and prosthetics, crowns, inlay and onlay restorations (60% UCR), and orthodontics coverage, on a 50-50 co-insurance basis, to a maximum of \$1,250 per person in any calendar year.

## **Medical Escrow Fund**

The district will pay into a Medical Escrow Fund per Act 93 member, \$1600 per fiscal year, to accrue to a maximum of \$2,000.

When an Act 93 member chooses to use these funds, application will be made to the Director of Business and Support Services. These funds will be disbursed either on a pre or post tax basis. The pre-tax basis requires that the Act 93 member have these funds disbursed through Section 125, Flexible Benefits Account which must occur by June 15<sup>th</sup> of the year preceding, disbursement, otherwise, the benefit must be paid on an after tax basis. All disbursement requests must be accompanied by appropriate receipts.

## **Supplemental Premium**

Act 93 members electing coverage through their spouse's health plan will be entitled to a benefit of \$1,000, provided their spouse is neither an employee of the District nor a participant in a District health plan. This money will go toward health related services or products not covered by insurance or other benefits. Guidelines for the use of this benefit and necessary forms may be obtained from the Director of Business and Support Services.

The member shall provide all necessary documentation as required by the District to substantiate that amount as not covered by any portion of the member's alternative medical insurance plan.

## **Vision Care**

The District shall provide and pay for a vision care plan (dual choice) for either individual or full family coverage.

## **Life Insurance**

The District shall provide and pay for term life insurance in the amount of three (3) times the employee's salary, rounded to the nearest one thousand dollars.

## **Liability Insurance**

The District shall provide and pay for liability insurance coverage to \$500,000 each person and to an aggregate of \$50,000 each incident that is job related.

## Income Protection

The District shall provide and pay for an income protection plan. The plan will have an elimination period of sixty (60) days. Starting on the 61<sup>st</sup> day, the plan shall pay sixty-six and two-thirds (66 2/3) of the employee's salary until age 65 to a cap of \$10,000 per month.

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## Mileage for School Business

Act 93 members will be compensated at the IRS Statutory rate for use of personal car for travel required in the performance of their duties.

## Holidays

Act 93 member working a 12-month year will observe and be paid for the following holidays. Act 93 member working less than a 12-month year will observe and be paid for the holidays, which occur during the employee's work year.

- |                           |                                      |
|---------------------------|--------------------------------------|
| 1. New Year's Day         | 7. Labor Day                         |
| 2. Martin Luther King Day | 8. Thanksgiving Day                  |
| 3. President's Day        | 9. Day after Thanksgiving            |
| 4. Good Friday            | 10. Christmas Day                    |
| 5. Memorial Day           | 11. Three additional days set by the |
| 6. July Fourth            | Superintendent (*This is from the    |
|                           | Support Personnel Contract)          |

**NOTE:** When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the first Monday, which follows.



**Payment on Retirement**

An Act 93 member who retires as superannuated under the requirements of the Public School Employees' Retirement System and who has worked in the Garnet Valley School District for ten (10) consecutive years immediately prior to such retirement shall, upon retirement, receive a retirement bonus paid into the Act 93 member's 403(b) or 457(b) plan by the employer. Any amounts over and above IRS established limits will be made as payable compensation. The retirement bonus shall be computed based on unused regular sick leave days, calculated as of June 30th of the year of retirement, according to the following schedule:

<b>Groups 2-11:</b>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
	\$75.00	\$75.00	\$75.00
	Per day for each day of unused regular sick leave of one (1) through fifty (50) days' accumulation;		
	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
	\$90.00	\$90.00	\$90.00
	Per day for each day of unused regular sick leave of fifty-one (51) through one hundred (100) days' accumulation;		
	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
	\$105.00	\$105.00	\$105.00
	Per day for each day of unused regular sick leave in excess of one hundred (100) days' accumulation.		
<b>Groups 12-13:</b>	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
	\$45.00	\$45.00	\$45.00
	Per day for each day of unused regular sick leave of one (1) through fifty (50) days' accumulation;		
	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
	\$50.00	\$50.00	\$50.00
	Per day for each day of unused regular sick leave of fifty-one (51) through one hundred (100) days' accumulation;		
	<u>2013/2014</u>	<u>2014/2015</u>	<u>2015/2016</u>
	\$55.00	\$55.00	\$55.00
	Per day for each day of unused regular sick leave in excess of one hundred (100) days' accumulation.		

In order to be eligible for this bonus, Act 93 members must notify the Superintendent by **April 15th** of their intention to retire.

## Tuition Reimbursement

During the term of this contract agreement, the Garnet Valley School District shall provide payment for the cost of continuing education through the election of graduate course credits as follows.

To be eligible for such reimbursement, the employee must receive a letter grade of B or better, or a passing grade in a pass/fail grading arrangement.

All elected course work shall be subject to review and approval by the district Superintendent after submission of a written request. Such request shall contain a course description, cost per credit hour and a brief description as to how it applies to the employee's present position and how the G.V.S.D. shall benefit from its election.

Applicant shall be informed in writing of approval/denial of the application within ten (10) working days of its receipt in the Superintendent's office.

There shall be no reimbursement for in-service or Intermediate Unit offered course work. There shall be no limitation on the number of credits taken during the summer or while on sabbatical leave but reimbursement shall, in no event, exceed the limitations set forth above.

For purposes of clarity, the course credits will be charged against the fiscal year in which the final class session of the course is held.

In order to receive reimbursement approval, the employee shall sign an agreement that all reimbursement received for courses taken during the fiscal year will be returned to the District if the person does not continue employment in the District the entire succeeding school year.

### Groups 2-11

All course work must be in an approved Graduate Program. There will be no maximum number of credits to be taken in one year, but there will be a maximum per each fiscal year of: **\$7,000/individual or \$60,000/year** cap. Money that is not used in each year under the cap shall be distributed prorata to individuals who have reached their maximum for that fiscal year. The amount to be distributed may not exceed \$5,000 total.

### Groups 12-13

All course work must be in the area of job assignment to receive approval for reimbursement from the school district. For approved courses, 100% of up to \$300.00 per credit hour with a maximum of six credits taken per semester and to a maximum dollar amount of \$4,000 per fiscal year.

## Vacation

### A. Eligibility

Vacation days are earned based on service in the district prior to July 1 of each year. All twelve (12) month Act 93 member's earn twenty-three (23) days' vacation for each twelve (12) months of service. The computation period is from July 1st to the following June 30th.

Groups 2-11, an employee who is employed after July 1st of a fiscal year shall have vacation time computed for that year by multiplying the number of months by 1.92, rounding off the product to the nearest whole day. After four (4) years of employment as an Act 93 member two (2) additional vacation days will be earned. After eight (8) years of employment as an Act 93 member another two (2) additional vacation days will be earned.

Groups 12-13 are granted thirteen (13) vacation days. After the first year of service the employee would earn one (1) additional vacation day per year of service to a maximum total of twenty-three (23) days' vacation. An employee who is employed after July 1<sup>st</sup> of a fiscal year shall have vacation time computed for that year by multiplying the number of months by 1.083, rounding off the product to the nearest whole day.

### B. Application

Eligible employees must make a request for scheduled vacation to the Superintendent in advance of the desired start date. Special consideration shall be given to emergencies. All vacation schedules are subject to final approval by the Superintendent.

### C. Accumulation and Use of Unused Vacation Days

Unused vacation days may be accumulated to a maximum total of twenty (20) days. Not more than five (5) days may be accumulated in one year into your vacation bank. Notification shall be made to the Superintendent's Office by August 31st if you would like to bank your vacation days.

Act 93 member's may also "cash-in" three (3) unused days regardless of their bank balance; "cash-in" eight (8) unused days currently if their bank has (ten) 10 days and "cash-in" thirteen (13) unused days if their bank has twenty (20) days of vacation days from the prior fiscal year at the per diem rate as of July 1<sup>st</sup> of that year. Notification shall be made to the Superintendent's Office by August 31<sup>st</sup> if you would like to cash-in your vacation days.

Vacation days, which are not "banked" or "cashed-in", are to be used during the twelve (12) months following the year in which they are earned. Vacation days not used during this time frame will be forfeited.

## Resignation and Retirement

- A. An Act 93 member who resigns or retires from his/her position before the end of a year shall be credited with vacation earnings for the year proportionate to the length of his/her service during that year.
- B. At the time of separation, the Act 93 member shall be paid for any vacation days to which he/she is entitled for current year and for any unused vacation days accumulated from previous years paid at the current per diem rate. A retiring employee may set his/her separation date to include all vacation entitlements so that maximum retirement benefits are realized.
- C. Effective July 1, 2013, individuals covered by this salary plan who by June 30, 2015 (1) are eligible to retire on a superannuation; and (2) have completed a minimum of twelve (12) years of service with the School District shall at the time of retirement from the School District have the costs of the health plan offered by the School District to active administrators paid for a maximum of seven (7) years, subject to the retiring administrator making any applicable contributions.

Provided that an eligible applicant has met all of the above requirements, the Board will pay, subject to the retiring administrator making any applicable contributions:

### Groups 2-11

Husband and wife coverage with the right of survivorship for the health package the District offers active administrators as may be modified from time to time, including health, hospitalization, dental, vision and prescription.

### Groups 12-13

Single coverage with the right to survivorship for the health package the District offers active administrators as may be modified from time to time, including health, hospitalization, dental, vision and prescription.

\*According to PSERS, superannuation occurs when an individual retires in accordance with any of the following situations:

- Age 62 with at least one full year of credited service or
- Age 60 and have 30 or more years of credited service or
- Have 35 years of credited service regardless of age or
- Have 30 years services with "30 year window and out," if approved by Legislation

## **Resignation and Retirement – (cont'd.)**

The retiree will be required to contribute all sums available to retirees under PSERS for mandatory contributions to post-retirement medical insurance plans. In addition, if active administrators are required to pay a contribution towards their health care coverage, then retirees must make a contribution equal to the amount of the active administrator contribution for the same level of coverage for the period of coverage.

## **Sick Leave**

- A. Act 93 members working a 12-month work year are entitled to twelve (12) regular sick leave days a year.

Act 93 members working less than a 12-month work year are entitled to regular sick leave on a pro-rated basis. All unused regular sick leave in any one year may accumulate from year to year with unlimited accumulation.

- B. Extended sick leave is frozen at the bank as of June 30, 1993.

## **Vandalism/Theft Reimbursement**

If, during the performance of Act duties, an employee has his/her personal belongings vandalized/stolen, the employee shall submit in writing, verification of loss or damage for repair or replacement costs which exceed those recovered through available personal or district insurance coverages.

## **Memberships**

The District shall pay memberships for members on Groups 1-9 and above as indicated below:

1. One (1) membership shall be National
2. One (1) membership shall be State
3. One (1) additional membership  
(i.e. National School Principal's Association, State School Principal's Association, and ASCD)

**Positions**

The District has determined that it may elect to fill the following Act 93 member positions.

<u>Groups</u>	<u>Position Titles</u>
2	Assistant Superintendent Assistant Superintendent for Human Resources and Staff Effectiveness
3	Director of Business & Support Services
4	High School Principal
5	Middle School Principal
6	{ Elementary School Principal Director of Special Education
7	{ Assistant High School Principal Director of Operations Director of Technology Assistant Director of Special Education Secondary Athletic Director
8	{ Middle School Assistant Principal Elementary School Assistant Principal Supervisor of Standards and Assessments Supervisor of Curriculum and Instruction Supervisor of Human Resources
9	{ School Psychologist Social Services Coordinator/Home & School Visitor SAP Coordinator Occupational Therapist Physical Therapist
10	{ Supervisor of Transportation Supervisor of Facilities & Grounds Network Administrator
11	{ Secretary to Superintendent (Board Sec'y.) Employee Services Specialist
12	{ Database Coordinator Technology Technician Transportation Dispatcher Accountant Payroll Supervisor
13	{ Secretary to Assistant Superintendent (HRD) Secretary to Director of Business & Support Services Management Information Systems Coordinator (MIS)

The District has determined a Position Group for each Act 93 member in the table above based upon its judgment concerning the degree of difference in responsibility within the District, which each position represents. Comparison groups of similar responsibilities in other districts were used.