

Act 93

Compensation Plan

July 1, 2018 – June 30, 2021

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

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 6 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.

"Instructional Leadership Team" includes: Assistant Superintendents, Director of Business & Support Services, Director of Technology, Director of Special Education, Assistant Directors of Special Education, Supervisors of Curriculum, Principals, Assistant Principals, Athletic Director

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:

Each Fiscal Year: The Board will provide the Superintendent with a pool of money derived from multiplying the total of all Act 93 salaries from the previous 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: 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%.

Additionally, the members of the Instructional Leadership Team may receive an amount of variable compensation based on performance and achievement of goals, and will be determined by the Superintendent and approved by the Board. This pool of money will be derived from multiplying the total of all Instructional Leadership Team salaries from the previous school year by the Act 1 Index.

G. Retirement Savings Plan.

For each year during the term of this plan, the District will match up to \$2,000 into an Instructional Leadership Team member's 403(b) or 457(b).

Each covered administrator shall select a 403(b) tax-sheltered annuity company and/or a 457(b) program provider from the district approved list. It is understood that the only obligation that the district has concerning the 403(b) and 457(b) programs is to make the employer contribution.

Salary Table

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

Group	Minimum	Midpoint	Maximum
2	\$141,900	\$170,250	\$198,600
3	\$124,600	\$149,550	\$174,500
4	\$115,800	\$139,000	\$162,150
5	\$102,650	\$123,200	\$143,700
6	\$100,000	\$119,950	\$139,950
7	\$64,850	\$77,800	\$90,800
8	\$55,200	\$66,200	\$77,300
9	\$55,200	\$66,200	\$77,300
10	\$47,500	\$57,000	\$66,500

It is the intent of the Board that fully competent, experienced Instructional Leadership Team members' salaries will be at the midpoint of the salary range after four full years of proficient evaluations in their respective positions. The Superintendent shall determine initial placement on the Salary Table.

Failing/Unsatisfactory/Needs Improvement performance in a given year may freeze an administrator's salary, thus, reducing future year progress toward the midpoint salary.

It is also the intent that the Salary Table will be adjusted annually in accordance with the PSBA Salary Consultant.

The Board agrees to meet with Act 93 representatives each April to re-evaluate the salary table above, as necessary.

Position Groups

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 Director of Special Education Director of Technology High School Principal
4	{ Middle School Principal Director of Operations Elementary School Principal
5	{ Assistant Director of Special Education
6	{ Assistant Business Administrator Assistant High School Principal Assistant Middle School Principal Assistant Elementary School Principal Secondary Athletic Director Supervisor of Curriculum and Instruction Supervisor of Standards and Assessments Network Administrator
7	{ School Psychologist Supervisor of Transportation Management Information Systems Coordinator (MIS) SAP Coordinator Social Services Coordinator/Home & School Visitor Occupational Therapist Physical Therapist
8	{ Employee Services Specialist Secretary to the Superintendent
9	{ Payroll Supervisor Transportation Dispatcher Technology Technician Accountant
10	{ Benefits/Payroll Coordinator Secretary to Assistant Superintendent

Approved Extra Work

Group 10 - prior approval needed for extra work. Hours worked in excess of forty (40) hours per week 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.

Mandatory Direct Deposit

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.

MEDICAL COVERAGE

1. Act 93 Members will contribute to health care coverage. The District shall provide, and pay for coverage for the Independence Blue Cross Personal Choice 20/30/70 based on the following employee premium share rates:

2018/2019 — Employee pays 14% of the monthly medical premium

2019/2020 — Employee pays 16% of the monthly medical premium

2020/2021 — Employee pays 18% of the monthly medical premium

(This amount will be deducted on a bi-weekly basis)

2. When both spouses are Act 93 Members employed by the District with one health insurance plan and one prescription plan, only one Act 93 Member will pay the Health Care premium share according to the above schedule.

3. Act 93 Members will contribute to health care coverage. The District shall provide and pay for coverage on the Independence Blue Cross Personal Choice C3-F4-O2 Plan at the following employee premium share rates:

2018/2019 — Employee pays 10% of the monthly medical premium

2019/2020 — Employee pays 12% of the monthly medical premium

2020/2021 — Employee pays 12% of the monthly medical premium

(This amount will be deducted on a bi-weekly basis)

4. Any new member of the Act 93 Agreement hired after July 1, 2018, must choose the Personal Choice C3-F4-02 plan and pay the appropriate premium share.

B. AFFORDABLE CARE ACT

During the term of this Agreement, or at any time after its expiration date until such time as a new Agreement is implemented, should the premium for any medical plan (in combination with the prescription plan and any Board-provided flexible spending accounts) offered pursuant to the Agreement exceed the threshold amounts as stated in the Patient Protection and Affordable Care Act (or any applicable federal or state legislation enacted hereinafter) so as to subject the medical plan or plans to excise taxes, taxes, or penalties as the result of the combined plans exceeding the thresholds, the issue will be addressed as follows:

1. On or about July 1, 2017, the District shall notify the Act 93 Group that the plan or plans that are offered pursuant to the Agreement will be subject or will likely be subject to the above-referenced tax or fee;
2. Employees who are enrolled in a plan or plans that are offered pursuant to this Plan that will be subject to the above-referenced tax or fee will be entitled to receive the richest plan offered by the District that would not be subject to the tax or the fee. Existing

Employee premium share shall apply on the same basis as the premium share defined for those plans currently in place covered by this Plan.

3. If all of the plans offered by the District would be subject to the tax or the fee, the District shall notify the Act 93 Group that the plan or plans that are offered pursuant to this Plan will be subject to the above- referenced tax or fee;
4. The Act 93 Group will have up to 60 calendar days from the date of such notice to meet and discuss with the Board the issue of plan design changes or increased premium share.

C. **PRESCRIPTION DRUG PLAN**

a. The District shall provide payment of the full cost of a five/ten (\$5.00/\$10.00) dollar deductible prescription drug plan policy during the terms of this Agreement with the following modifications which will be required of the Act 93 Members participating in the District's prescription drug plan.

- 1) Maintenance Choice. Maintenance Choice members will receive 90-day supplies of maintenance medications through CVS Caremark Mail Service or at CVS/Pharmacy.
- 2) Step Therapy. This step therapy design requires the use of cost-effective generic alternatives, within the same therapeutic class, as first line therapy before targeted brands are covered.
- 3) Prior Authorization / Quantity Limits. Ensure safe and appropriate prescribing of medications consistent with guidelines issued by the FDA. If for some reason, the drug administrator must be changed, the parties will meet and the Board will advise the group of the new administrator and answer any questions the Act 93 Group may have regarding the new administrator.

D. DENTAL INSURANCE

The District shall provide and shall pay for each Act 93 Member 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.

E. VISION PLAN

The District shall provide and pay for a full family or single coverage Independence Blue Cross (IBC) \$250 Biennial Vision Program Group, specific for Act 93 Members.

F. HEALTH CARE OPT-OUT PLAN

1. The District shall provide a Health Care Opt Out Plan offering a cash incentive on an annual basis to Act 93 Members who elect to opt out of participating in the District's medical and/or prescription healthcare plans. Act 93 Members who provide the District with documentation indicating that they are covered by another health insurance plan, and sign a waiver on the benefits enrollment form, shall be eligible for an opt out payment.

a. For the term of this contract, the payment shall be based on the total number of Act 93 Members who have provided the documentation and waiver to the District prior to the close of the District's annual open enrollment period, or no later than July 1st. At that point the Opt-Out Range would be established for the upcoming plan year as follows:

<u>Medical Plan</u>	<u>Prescription Plan</u>
<u>Waiver</u>	<u>Waiver</u>
\$3,000	\$600

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.

2. When both spouses are Act 93 Members employed by the Garnet Valley School District (GVSD), one health insurance plan and one prescription plan is purchased for both spouses. In order to qualify for the Health Care Opt Out Plan, the two spouses employed by the GVSD would have to have an alternative health insurance plan and/or alternative prescription plan purchased by someone other than GVSD. In this instance, one of the spouses would be designated to receive the opt-out benefit.
3. Act 93 Members who opt-out may re-enroll in a health insurance plan or prescription plan during the plan year if the Act 93 Member qualifies for re-enrollment as provided by law. Act 93 Members who re-enroll shall be required to reimburse the Opt-Out payment to the District, on a pro-rated basis, for the amount of the Opt-Out payment covering the remainder of the benefit year. Such payment shall be divided over remaining pays.

Medical Escrow Fund

The district will pay into a Medical Escrow Fund per Act 93 member, \$2,000 per fiscal year, to accrue to a maximum of \$2,500.

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 15th 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.

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.

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 61st 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.

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 12month year will observe and be paid for the following holidays. Act 93 members 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:

Groups 2-8:	<u>\$75.00</u> Per day for each day of unused regular sick leave of one (1) through fifty (50) days' accumulation;
	<u>\$90.00</u> Per day for each day of unused regular sick leave of fifty one (51) through one hundred (100) days' accumulation;
	<u>\$105.00</u> Per day for each day of unused regular sick leave in excess of one hundred (100) days' accumulation.
Groups 9-10:	<u>\$45.00</u> Per day for each day of unused regular sick leave of one (1) through fifty (50) days' accumulation;
	<u>\$50.00</u> Per day for each day of unused regular sick leave of fifty-one (51) through one hundred (100) days' accumulation;
	<u>\$55.00</u> 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 and/or Act 45 hours as follows.

To be eligible for such reimbursement, the employee must receive a letter grade of B or better, a passing grade in a pass/fail grading arrangement, or for Act 45 purposes, evidence of completion.

All elected course work and Act 45 sessions 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 GVSD 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 2-8

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: **\$10,000/individual or \$120,000/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 an additional \$4,000/individual.

All elected course work shall be subject to review and approval by the District Superintendent after submission of a written request to the appropriate building level administrator. Such request shall contain a course description, cost per credit hour and a brief description as to how it applies to the Bargaining Unit Member's present position or how the District shall benefit from its election. In the event employees participate in an educational leadership program, such reimbursement requires a three-year commitment to the School District based on the following schedule.

- a. If employee leaves the employ of the District for any reason except for death or termination, within 1 year of the completion of an educational leadership program, said employee shall reimburse 100% of all educational leadership courses paid for by the District.
- b. If employee leaves the employ of the District for any reason except for death or termination, within 2 years of the completion of an educational leadership program, said employee shall reimburse 50% of all educational leadership courses paid for by the District.
- c. If employee leaves the employ of the District for any reason except for death or termination, within 3 years of the completion of an educational leadership program, said employee shall reimburse 25% of all educational leadership courses paid for by the District.
- d. Employee reimbursement under this part shall be limited for employees already enrolled in a program or course on the date(s) the parties vote on this tentative agreement. Reimbursement for employees enrolled in a leadership program, or taking leadership courses on the date of execution of this Agreement shall only be required to reimburse programs or courses approved by the Administration subsequent to the approval of this Agreement.

NOTE: Terms "a" through "d" are in effect only from the start of this agreement

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 with specific stipulations requiring the Doctorate Degree to be part of a fully accredited program and not be through an on-line Doctoral Program.

Groups 9-10

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 members 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 2-8: a member 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 9-10: members 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 1st 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 Human Resources Office by July 1st, if a member would like to bank his/her 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 1st of that year. Notification shall be made to the Human Resources Office by July 1st if a member would like to "cash-in" his/her 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 2-8

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 9-10

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

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 12month 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 prorated 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 coverage.

Memberships

The District, at the approval of the Superintendent or designee, shall pay memberships and fees for Act 93 members 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)