

**COMPENSATION PLAN
FOR SUPERVISORS
AND
CONFIDENTIAL EMPLOYEES**

JULY 1, 2021 through JUNE 30, 2024

Tredyffrin/Easttown School District

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Compensation Plan for Supervisors
and Confidential Employees
July 1, 2021 through June 30, 2024

The Board of School Directors of the Tredyffrin/Easttown School District adopts the following Compensation Plan for Supervisors and Confidential Employees pursuant to the Public Employee Relations Act, Act 195.

The personnel included under this plan are Supervisors and Confidential Employees.

“Supervisors” means:

- (1) management level employees (excluding the Superintendent, Business Manager, Director of Personnel and members of the Act 93 Group) as defined in Act 195;
- (2) first level supervisors as defined in Act 195;
- (3) other supervisors for which no Pennsylvania Department of Education certification is required.

“Confidential Employees” means confidential employees as defined in Act 195.

When the word “employee” is used in this agreement without modifier, it refers to both Supervisors and Confidential Employees.

PART A: COMPENSATION

PURPOSE

The purpose of this plan is to set forth a program that attracts, retains and compensates high quality Supervisors and Confidential Employees. The intent of the Board is to provide salaries competitive with comparable organizations, programs, and other comparable school districts. Key factors include:

- * The value of the position to the Tredyffrin/Easttown School District (“T/E”) as determined by the Superintendent and the Board
- * The ability to make adjustments in individual compensation pursuant to the criteria in the section below entitled “Adjustments in individual compensation”
- * The compensation paid to Supervisors and Confidential Employees relative to that paid by the District to other District educators with similar degrees and experience, as well as the compensation paid in districts similar to T/E
- * The economic environment as it impacts upon wage and compensation programs in the District

ANNUAL COMPENSATION ADJUSTMENTS

Adjustments in individual compensation

Adjustments in individual compensation may be recommended by the Superintendent for Board approval.

1. Adjustments in individual compensation are intended to reflect:
 - a. Exceptional performance by the individual employee.
 - b. Significant increase in the responsibilities of the employee's position.
 - c. Adjusting for the competitive market. Supervisor and Confidential Employee salaries from comparable districts are reviewed at least annually by the Superintendent.

2. Adjustments in individual compensation may take the form of:
 - a. An increase in base compensation.
 - b. A one-time payment not added to base compensation.
 - c. A contribution to an individual's Flexible Benefit Plan.
 - d. Any combination of the above.

Group-wide adjustments

For each of the academic years beginning July 1, 2021 and through to June 30, 2024, the compensation of each Supervisor and Confidential Employee covered by this agreement will increase by an amount equal to 2 percent. In order to qualify for this increase, the employee must be rated no lower than satisfactory.

In June 2022, a one-time payment of 1% of the individual's compensation will be awarded to each supervisor and confidential employee for service in the previous year.

In June 2023, a one-time payment of 0.5% of the individual's compensation will be awarded to each supervisor and confidential employee for service in the previous year.

PART B: SUPERVISOR AND CONFIDENTIAL EMPLOYEE BENEFITS

BENEFIT PROGRAM FOR ACTIVE EMPLOYEES

MEDICAL, PRESCRIPTION, DENTAL, VISION FOR ACTIVE EMPLOYEES AND DEPENDENTS

The District agrees to provide all full time employees and employees whose positions equate to .6 full time equivalent (FTE) and their eligible dependents the C2-F2-02, C3-F3-02 and the HDHC healthcare plans provided to TEEA members in the collective bargaining agreement for that year (or their successor plans if the either the C2-F2-02, C3-F3-02 and the HDHC healthcare plans are replaced in a successor agreement with TEEA during the life of this agreement) with the associated employee contributions for the medical and prescription plans; and the C4-F4-02 healthcare plan provided to TENIG members in the collective bargaining agreement for that year (or its successor plan if the C4-F4-02 is replaced in a successor agreement with TENIG during the life of this agreement) with the associated employee contributions for this medical plan. The District will also pay the cost of the Dental high option and the vision coverage. Employees who elect not to take the benefits provided by the District will receive an annual allowance of \$2,000.

For all District employees hired on or after July 1, 2018, if the spouse of an employee has medical benefit and prescription benefit coverage available through their employer, the spouse will be eligible to enroll under the District's medical benefit and prescription benefit plan as a dependent only if they enroll in their own employer's medical benefit and prescription benefit plan. The spouse's employer's plan will be the primary coverage and the District's plan will be their secondary coverage, The District is hereby given the authority to audit bargaining unit members' eligibility for spousal medical benefit and prescription benefit coverage, and the employee shall be required as a mandatory job requirement to fully and accurately comply with District requests for information on their spousal coverage and to update the District as to any changes with respect to spousal coverage that may impact this provision. In addition, in the event the spouse is required to pay greater than 25% towards the premium for individual coverage of the plan offered by the spouse's employer, then the spouse is not required to enroll in their employer's plan.

An employee's spouse who is either not employed or is not eligible for medical benefit and prescription benefit coverage by their employer may be covered by the District plan. However, if the spouse is either waiving their employer's plan and/or receiving any form of compensation for plan waiver, these will not constitute a lack of eligibility to enroll in their employer's plan.

In light of possible State or Federal Health-care legislation involving mandatory employer health-care payments and to preclude the possibility of double exposure for the District, the District's contribution for the District's Flexible Benefit Plan shall be reduced by the amount of any additional or "duplicate" contribution the District may be required to make under any recently-enacted or future State or Federal health-care legislation to cover Supervisors and Confidential Employees.

During the term of this agreement, should changes to the Affordable Healthcare Act result in material changes to the manner in which healthcare is provided to employees, this section will be reviewed annually.

DEPENDENT CARE ASSISTANCE PLAN

This option permits the employee to pay for certain day care and other expenses for his/her dependents on a before-tax basis. Federal law places an annual limit on the amount that may be allocated to this benefit. The District will comply with the annual limits established by the Internal Revenue Service. Amounts allocated to this "account" that are not used during the benefit year will be forfeited.

HEALTH CARE REIMBURSEMENT PLAN

This option permits employees who are not participating in the HDHC healthcare plan to pay for certain medical and health care expenses on a before-tax basis. The District will comply with the annual limits established by the Internal Revenue Service. Amounts allocated to this "account" that are not used during the benefit year will be forfeited.

ELIGIBILITY FOR COVERAGE

The District will allow each employee and his/her eligible dependents in accordance with the Affordable Care Act to enroll in only one District Medical, Dental, and Vision Insurance Program in a benefit year. For the purpose of dependent health care coverage, "eligible dependents" shall mean as follows:

1. An employee's spouse under a legally valid existing marriage.
2. "Eligible dependents" shall also include:
 - a. An Employee's unmarried child who is continuously financially supported by the Employee, or whose coverage is the responsibility of the Employee under the terms of a release or court order (including any stepchild or legally adopted child or child pending formal adoption). Dependents shall be covered in accordance with federal law.
 - b. An Employee's child who is under the age of 26 irrespective of whether the child's marital status, financial dependence on the parent, or whether the child is claimed as a dependent on the parent's income tax return, enrolled as a student, or living in the parent's household. Children-in-law (spouses of children) and grandchildren are not covered. Medical, vision and prescription coverage for children under the age of 26 lasts until the end of the month in which the child turns 26 years of age. Dental coverage for children under the age of 23 lasts until the end of the month in which the child turns 23 years of age.
 - c. As defined by the Internal Revenue Service (IRS) guidelines (subject to underwriting approval).

The Districtwide open enrollment election will become effective on July 1 for the regular fiscal year. If there is a change in medical and/or dental benefits that becomes effective on January 1, there may be a second open enrollment at that time. Once an election has been made, it is irrevocable for the next fiscal period, unless the employee has a change in family status, as defined in the plan.

Discontinuation of Coverage - Absent extenuating circumstances, any employee who voluntarily discontinues their coverage shall lose eligibility for coverage until at least July 1 of the next school fiscal year. Any such employee may become re-eligible by giving District written notice of desire to re-enter the insurance program by May 30 of the preceding school fiscal year. Notwithstanding the foregoing, employees who have declined enrollment for themselves or their dependents because of other health insurance or group health plan coverage may enroll in the District's group health coverage only as required by and in accordance with the special enrollment rights under the Health Insurance Portability and Accountability Act of 1996.

ACTIVITY UPON RESIGNATION OR TERMINATION

Upon resignation or termination, benefits may continue to be covered under the Federal COBRA law at the employee's expense.

Benefits are discontinued on the last day of the month in which the employee separates from the District.

LIABILITY INSURANCE

The District shall maintain comprehensive liability coverage (excluding automobiles) indemnifying and defending the employee from civil liability in the event of injury to a third person which occurs while that employee is acting within the scope of their employment.

Additionally, the District shall maintain comprehensive automobile liability insurance coverage indemnifying and defending an employee from civil liability in the event of an automobile accident which occurs while that employee is engaged in the scope of their employment, so long as such employee has a valid driver's license and is insurable. If the employee either has their driver's license taken away by the Commonwealth or is declared uninsurable by the District's insurance carrier, which action adversely affects that employee's ability to perform their assigned job with District, then that employee shall be subject to discharge.

GROUP TERM LIFE INSURANCE

The District will provide eligible employees a group term life insurance in the principal amount of 2.5 times annual base compensation rounded to the next highest thousand (\$1,000) dollars to a maximum of \$150,000. At the age of 70 and until death, the eligible employee will receive a contribution from the District toward the premium for the District's group term life insurance at least equal to the cost of

the premium for the employee's term life insurance at age 69. Upon separation from the District, the employee has the option of converting from the group to an individual policy at his/her expense.

GROUP ACCIDENTAL DEATH AND DISMEMBERMENT

The District will provide eligible employees a group accidental death and dismemberment program in a principal amount equal to three (3) times annual base compensation rounded up to the next highest thousand (\$1,000) dollars to a maximum of \$150,000. At the age of 70 and until death, eligible employees will receive a contribution from the District toward the premium for the District's group accidental death and dismemberment program at least equal to the cost of the premium for the employee's accidental death and dismemberment insurance at age 69.

COMPENSATION CONTINUANCE PROGRAM (DISABILITY)

The District will provide eligible employees a compensation continuance program in the event of employee disability beginning on the 61st calendar day of absence for reasons of illness or injury. Maximum coverage for this insurance shall not exceed the lesser of 60% of base compensation or \$5,000 per month. Maximum monthly benefits shall be subject to reduction due to payments under any other disability, Workers' Compensation, State Disability, Social Security, including any portion attributed to dependents and any disability or retirement benefits, if actually received, under a pension plan.

RETIREMENT SAVINGS PROGRAMS

Employees may participate voluntarily in retirement savings plans, including 403(b) plans and 457(b) plans as well as other recognized funded deferred compensation plans which the District elects to make available to its employees. Employee contribution limits for 403(b) contributions and 457(b) allocations shall be to the maximum extent permitted by the Economic Growth and Tax Relief Reconciliation Act of 2001.

TUITION REIMBURSEMENT

Supervisor and Confidential Employees who qualify for medical benefits coverage are eligible for tuition reimbursement to a maximum of 15 credit hours or equivalent per school year if course work is given prior approval by Business Manager or designee. The course work or continuing educational course work must be relevant to the employee's job responsibilities and benefit the school district. Upon proper proof of completion of course or in-service credit or certification requirements, including an official grade or progress report and receipt of payment for tuition cost, the following reimbursement schedule shall apply:

Grade of A or equivalent	80% of Tuition Costs
Grade of B or equivalent	75% of Tuition Costs
Grade of C or below	No reimbursement

Tuition reimbursement shall be capped at the current Penn State Great Valley Center part- time graduate per credit hour tuition for 15 credits. A pool of \$25,000 will be available annually on a first come first served basis.

If a Supervisor or Confidential Employee resigns from employment in the District within a year of completing a course or courses for which reimbursement has been issued, the full tuition or certification reimbursement for a one-year period prior to date of resignation will be reimbursed to the District by the employee.

BENEFIT PROGRAM FOR RETIRED EMPLOYEES

RETIREMENT UNDER PSERS GUIDELINES

For purposes of interpreting the following sections "normal retirement under PSERS Guidelines" shall mean:

- Age 62 with at least one year of credited service, or
- Age 60 with 30 or more years of credited service, or
- Having 35 years of credited service, regardless of age, or
- Age 55 with 25 or more years of credited service (early retirement), or
- Disability retirement upon meeting requisite years of service, or
- Eligibility in accordance with special legislation allowing normal PSERS retirement based on criteria other than those above.

MEDICAL, PRESCRIPTION, DENTAL, VISION FOR RETIRED EMPLOYEES

Upon retirement taken under normal PSERS guidelines employee has the privilege of participating in T/E group at their own expense, or with an allowance as defined below.

At age 65, hospitalization, medical/surgical, and major medical coverage shall be converted to a "65-Special" supplemental insurance program or equivalent, with Medicare Parts A and B being the primary insurance. The retiree shall be responsible for establishing his/her entitlement to Medicare insurance and for paying the Medicare insurance premiums. If eligible for Medicare, the retiree must subscribe to and pay for it in order to be eligible for any District health care insurance allowance.

Retired employees who are no longer eligible for the District medical insurance allowance and the spouse of a deceased employee may purchase coverage under the group medical insurance plans at the individual's expense. In such cases no new dependents may be added.

Activity at Retirement (under normal PSERs Guidelines)

After a minimum of twenty (20) years of service in the District, the final ten (10) years of which must be in a supervisor or confidential employee position, and if the supervisor or confidential employee retires under normal PSERS guidelines, the District will contribute an annual allowance of \$5,200 for ten (10) years from the date of retirement for the purpose of purchasing health-care coverage or other coverage through a District plan or through coverage provided by PSERS.

For any supervisor or confidential employee who does not qualify for the allowance in the prior paragraph and retires under normal PSERS guidelines, but who has either:

1. fifteen (15) years of service in the District, or
2. ten (10) consecutive years in a District supervisor or confidential employee position;

the District will contribute an annual allowance of \$2,600 for ten (10) years from the date of retirement for the purpose of purchasing health-care coverage or other coverage through a District plan or through coverage provided by PSERS. An employee who takes a retirement allowance under another District group employee agreement, including a sick leave payout under the TENIG agreement does not qualify for this benefit.

GROUP TERM LIFE INSURANCE

After a minimum of twenty (20) years of service in the District, the final ten (10) of which must be in a supervisor or confidential employee position, and if the supervisor or confidential employee retires under normal PSERS guidelines, the District shall continue coverage for up to ten (10) years, in a principal amount of \$150,000. For any retiree whose eligibility for coverage has not yet expired at the age of 70 and until death or expiration of ten years' eligibility, whichever comes first, the eligible retiree will receive a contribution from the District toward the premium for the District's group term life insurance at least equal to the cost of the premium for the retiree's term life insurance at age 69.

PART C: LEAVES OF ABSENCE

Work Year

All Supervisor and Confidential Employees shall work a twelve (12) month work year, except as may be noted for specific positions (e.g. in food service at the building level).

Vacation

Vacation shall be based on the fiscal year with July 1 starting a new year. During the first year of employment, vacation shall be prorated from the starting date through June 30. For purposes of vacation accrual, start date will be recognized as the date when the employee became a member of any employee group in the District that is entitled to vacation leave time.

First through fifth year of service: Two weeks

After five (5) years of service: Three weeks

After ten (10) years of service: Four weeks

Beginning with the twenty-first (21st) year, one day of vacation will be added each year until the twenty-fifth year.

After twenty-five (25) years of service: Five weeks

Supervising administrators reserve the right to limit the number of Supervisor and Confidential Employees using vacation leave concurrently or during times of high demand, and to restrict the routine use of vacation time adjacent to weekend days.

Supervisor and Confidential Employees hired before January 1, 1993 are entitled to vacation based on policy at the time of their employment as recorded in their personnel files.

Supervisor and Confidential Employees may carry over nine (9) days or be reimbursed for up to seven (7) unused vacation days. The unused vacation days will be paid at the per diem rate (base compensation divided by 260 days) in effect June 30 of the school year they were accrued.

Supervisor and Confidential Employees shall be reimbursed for all accumulated, unused vacation upon retirement/resignation.

Sick Days

Sick days are accumulative from year to year based upon fiscal year. Sick days accrue at the rate of one day per month until the first July; then on July 1st, 12 sick days are granted. The District will remunerate a Supervisor or Confidential Employee who retires under the provisions of the Public School Employees Retirement System for unused sick leave days at the rate of 50% of their per diem rate, up to a maximum of 135 days. To be eligible for remuneration, the employee must retire from a supervisor or confidential employee position after at least 10

years of service in the District in any capacity. Employees shall be permitted to use up to five (5) of their unused sick days for certified dependent illness.

Family Medical Leave Act (FMLA)

Leave under the FMLA will be administered in accordance with the law and District Policies and Administrative Regulations. The District agrees that other paid or unpaid leave provided for in this agreement or by statute shall not be used for FMLA qualifying purposes until the tenth consecutive day of absence. Additionally, such leave will not be retroactive back to the first day of said leave.

Personal Days

During any calendar year, Supervisors and Confidential Employees may receive two (2) days leave with pay and up to three (3) days leave without pay for personal business which cannot be accomplished other than during the normal workday.

Personal days with pay shall be accumulated from year to year up to a maximum of two (2) paid carryover days. Personal days may not be taken the first or last day of the school year or on the school day before or after a school district holiday or vacation.

Bereavement Leave

Whenever a Supervisor or Confidential Employee is absent from duty because of a death in the immediate family, there shall be no deduction in compensation for an absence not in excess of three (3) school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, parent-in-law, grandchild or near relative who resides in the same household or any person with whom the employee has made his/her home. The Superintendent, or designee, may extend the period of paid leave of absence as the exigencies may warrant.

When an employee is absent due to the death of a near relative other than the above, there shall be no deduction in compensation for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law. The Superintendent, or designee, may extend the period of paid leave of absence as the exigencies may warrant.

Jury Duty

Supervisor and Confidential Employees summoned for jury duty will be granted paid leave for the difference between per diem compensation received from the court and the employee's per diem pay. Employees may keep mileage reimbursement. Upon receipt of notice of jury duty, employees will inform their immediate supervisor in writing, attaching a copy of the jury duty summons. The employee's supervisor will forward the documentation to the Personnel Office.

Parenting Leave

Supervisor and Confidential Employees shall be granted unpaid leave of absence for up to three months for the purpose of child-care or child-rearing commencing with childbirth or adoption. Such leave shall be consistent with applicable State and Federal laws and/or rules and regulations.

The Director of Personnel or designee shall be notified of the Supervisor or Confidential Employee's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave. The District shall continue to provide all health care benefits at the employee's expense.

The Director of Personnel or designee shall be notified of the employee's intent to end leave and return to employment. Notice shall be served within a reasonable period of time in advance of return from leave. Upon return from leave, the employee shall be returned to the same position, in the same building, as assigned prior to the leave.

School District Holidays

All supervisors and confidential employees are entitled to twelve paid holidays as follows:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Day following Thanksgiving	Presidents' Day
Christmas Eve Day	Good Friday
Christmas Day	Memorial Day

Employees whose terms of employment are governed by this agreement, who work on a ten-month schedule and who receive an annual compensation shall be compensated at their per diem rate for additional work days resulting from student days being added at the end of the school year to make up school closure days.

One additional holiday may be taken at the staff member's choosing with the approval of that person's supervisor. Scheduled holidays as listed above shall be subject to change by action of the Board of School Directors if unanticipated events occur.