

**COMPENSATION PLAN  
FOR SUPERVISORY  
AND  
CONFIDENTIAL EMPLOYEES**

**JULY 1, 2018 through JUNE 30, 2021**

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Tredyffrin/Easttown School District

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Tredyffrin/Easttown School District

**PART A: SALARY**

The Board of School Directors of the Tredyffrin/Easttown School District adopts the following Compensation Plan for Supervisors and Confidential Employees. The Board recognizes the importance of maintaining an effective support team to strengthen the educational and operational programs of the District.

The purpose of this plan is to set forth the compensation program for Supervisors and Confidential Employees of the School District in order to attract, retain, and reward high quality personnel. The positions included within this plan are defined in Act 195.

**Overview**

The T/E Supervisory and Confidential Employee Compensation Program is intended to provide competitive salaries for supervisory and support services rendered to the school district. The program's key factors which are reviewed annually by the district are:

- \* The salaries paid to employees working in comparable positions in school districts similar to the T/E School District
- \* The compensation paid to other personnel with similar experience and responsibilities
- \* The value of the position to the Tredyffrin/Easttown School District as determined by the Superintendent and the Board
- \* The ability of the District to attract and retain high quality staff members in these positions
- \* The economic environment as it relates to wage and salary programs in the District

**Position Evaluation Overview**

Position determination is the result of an ongoing review by which the responsibilities of a job are assessed in order to determine the appropriate compensation for that job. Maintenance of current job descriptions for positions rest with the Superintendent of Schools, administered by his/her designee, the Director of Personnel.

Key elements of compensation/position determination are:

- \* Necessary skills and abilities
- \* Required educational level
- \* Needed experience
- \* Responsibilities of the position
- \* Internal and external supervision requirements
- \* Internal and external demands and pressures

### **Entry Level**

#### **External**

Employees new to the District with no experience will customarily be placed lower than the competitive job market figures. However, those with significant experience may be placed at the competitive job market figure.

#### **Internal**

Employees initially appointed from within the District will be placed at the appropriate level using an adjustment to the individual's current base rate. Other adjustments may be provided to bring the employee closer to the competitive job market figure.

### **Salary Increases/Competitive Salary Adjustments**

#### **General:**

Salaries and benefits (see Part B) are reviewed annually by the Superintendent of Schools.

The aggregate percentage/dollar increase for supervisory and confidential employees shall be set by the Personnel Committee in consultation with the Superintendent of Schools. The Superintendent will then present to the Personnel Committee and the Board recommendations for individual salary increases for the following year. The annual percent/dollar increase may vary for each employee depending on that employee's current base salary and competitive job market salaries.

Internal parity shall be maintained.

#### **July 1, 2018 – June 30, 2021:**

For each of the academic years beginning July 1, 2018 and through to June 30, 2021, 1.7% of the total salaries of this group, from the prior year, will be available in a pool for the Superintendent to distribute, at his discretion and with Board approval, as base salary increases. Specific percentage increases will vary among members of the group.

In June of each year, a 1% one-time bonus will be awarded each individual for the previous year's service.

**Individual Salary/Compensation Changes:**

1. Individual may receive an increase to his/her base salary
2. Individual may receive bonus (merit) adjustment which is not added to base salary, but paid throughout the current school year or paid in the form of a lump sum
3. Combination of the above

When the demands upon, and the responsibilities of, a position are greater than the normal expectation because of unusual circumstances over a prolonged period, such as extended inclement weather, involved construction projects, or the absence of other employees, consideration may be given to merit bonuses.

**Adjusting Competitive Job Market Figure**

The Competitive Job Market figure will be studied annually by the Superintendent/Director of Personnel and reviewed with the Board of School Directors. The review will involve data pertaining to positions in comparable school districts, current bargaining agreements in effect within T/E, and an overall assessment of position value to the school district. Competitive job market adjustment may be made over a period deemed appropriate by the Superintendent and the Board of School Directors.

**Definitions****Aggregate Increase:**

The percentage/dollar increase set annually for personnel from which individual increases are generated.

**Base Wage/Salary:**

Wage/salary currently being paid an individual (consistent with PSERS guidelines regarding retirement) upon which any future salary computations will be based.

**Compensation:**

Total monies paid to an individual. Benefits are not addressed in this section, but are shown in Part B.

**Competitive Job Market:**

Identifies the relationship of a local individual position (or a group of similar positions) at a given wage/salary range level in relationship to other like positions -- as well as the special value, if any, placed upon a local position by the district.

## **PART B: GROUP BENEFITS**

### **BENEFIT PROGRAM FOR ACTIVE EMPLOYEES**

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

The employer 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 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 with the associated employee contributions for the 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 Employer 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 Employer 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 recently-enacted or future 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 members of the Supervisory and Confidential Employees Group.

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 District 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 employer 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. 3. 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 his or her 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 employer 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 employer 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 his or her employment.

Additionally, the employer 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 his or her employment, so long as such employee has a valid driver's license and is insurable. If the employee either has his or her driver's license taken away by the Commonwealth or is declared uninsurable by the employer's insurance carrier, which action adversely affects that employee's ability to perform his or her assigned job with employer, then that employee shall be subject to discharge.

## **GROUP TERM LIFE INSURANCE**

The employer will provide eligible employees a group term life insurance in the principal amount of 2.5 times annual base salary 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 employer will provide eligible employees a group accidental death and dismemberment program in a principal amount equal to three (3) times annual base salary 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.

## **SALARY CONTINUANCE PROGRAM (DISABILITY)**

The employer will provide eligible employees a salary 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 salary 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/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/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.

## **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 his or her 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 supervisory or confidential 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.

After a minimum of fifteen (15) years of service in the District, the final ten (10) years of which must be in a supervisory or confidential position, and if the supervisor or confidential employee retires under normal PSERS guidelines, 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.

## **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 supervisory or confidential 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.

## **LEAVES OF ABSENCE**

### **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 (21<sup>st</sup>) 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/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.

Supervisory 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.

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 salary divided by 260 days) in effect June 30 of the school year they were accrued.

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

### **Sick Days**

Accumulative from year to year based upon fiscal year. One day per month until the first July; then on July 1st, 12 sick days 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 supervisory or confidential employee position after at least 10 years of service. 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 Employer's Policies and 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 an employee is absent from duty because of a death in the immediate family, there shall be no deduction in salary 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 salary 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**

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. Supervisors will forward documentation to the Personnel Office.

### **Parenting Leave**

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 Employer shall be notified of the employee's intent to begin leave. Notice shall be served within a reasonable period of time in advance of leave. The Employer shall continue to provide all health care benefits at employee's expense.

The Employer 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.

### **WORK YEAR**

All supervisory and confidential staff 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).

## School District Holidays

All supervisory and confidential staff whose compensation is calculated on an hourly basis are entitled to thirteen 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 salary 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 day 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.