

CONFIDENTIAL EMPLOYEE

Compensation and Benefits Plan

July 1, 2025 - June 30, 2029

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 a Confidential Employee as set forth on page 11 herein.

"Salary Range" means Confidential Employee compensation for a fiscal year.

"Confidential employee" shall mean any employee who works: (i) in the personnel offices of a public employer and has access to information subject to use by the public employer in collective bargaining; or (ii) in a close continuing relationship with public officers or representatives associated with collective bargaining on behalf of the employer.

B. General

From time to time herein, reference is made to a structure or framework for the Confidential Employee Compensation and Benefits 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 Confidential Employees 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 Confidential Employee positions, (b) a form of external equity for Confidential Employee positions in comparison with the employment market (public and private) for persons capable of performing such Confidential Employee positions, and (c) a system of annual review and reward for each Confidential Employee's performance.

D. Internal Equity

Internal equity shall be satisfied by establishing individual job descriptions for each Confidential Employee 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 Confidential Employee 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. Positions

- Benefits Coordinator and Payroll Support
- Secretary to Director of Business and Support Services
- Coordinator of Educational Programming / Registrar

G. Individual Performance

The evaluation and recognition of individual performance shall be satisfied through the implementation of the evaluation plan. Salary increases will be awarded in accordance with performance.

H. Retirement Savings Plan

Each year the District will match up to \$1,000 into a Confidential Employee's 403(b) or 457(b).

I. Salary Range

Salary range for Confidential Employees will be as follows:

Minimum	Midpoint	Maximum
55,958	67,158	78,348

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

II. BENEFITS

A. Mandatory Direct Deposit

All Confidential Employees 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.

B. Approved Extra Work

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.

C. MEDICAL COVERAGE

Confidential Employees 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:

2025/2026 — Employee pays 16% of the monthly medical premium

2026/2027 — Employee pays 16% of the monthly medical premium

2027/2028 — Employee pays 18% of the monthly medical premium

2028/2029 — Employee pays 18% of the monthly medical premium

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

D. 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 2019, the District shall notify the Confidential Employees that the plan or plans that are offered pursuant to the Compensation and Benefits Plan 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 Confidential Employees that the plan or plans that are offered pursuant to this Plan will be subject to the above-referenced tax or fee;
4. The Confidential Employees will have up to 60 calendar days from the date of such notice to meet and discuss with the Board on the addressing the issue of plan design changes or increased premium share.

E. PRESCRIPTION DRUG PLAN

1. 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 term of this Plan with the following modifications which will be required of the Confidential Employees participating in the District's prescription drug plan.
 - a) Maintenance Choice. Maintenance Choice members will receive 90-day supplies of maintenance medications through CVS Caremark Mail Service or at CVS/Pharmacy.
 - b) 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.
 - c) 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 to mutually choose a new administrator

F. DENTAL INSURANCE

The District shall provide and shall pay for each Confidential Employee either individual or family coverage for a basic dental plan (no deductible). The plan shall include periodontics (treatment of gums) on a 60-40 coinsurance 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.

G. 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 Confidential Employees.

H. 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 Confidential Employees who elect to opt out of participating in the District's medical and/or prescription healthcare plans. Confidential Employees

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 Confidential Employees 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 Waiver</u>	<u>Prescription Plan 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. Confidential Employees who opt-out may re-enroll in a health insurance plan or prescription plan during the plan year if the Confidential Employee qualifies for re-enrollment as provided by law. A Confidential Employee who re-enrolls 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.

I. Medical Escrow Fund

The district will pay into a Medical Escrow Fund per Confidential Employee, \$2000 per fiscal year, to accrue to a maximum of \$2,400.

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

J. 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.

K. 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.

L. 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 ($66 \frac{2}{3}$) of the employee's salary until age 65 to a cap of \$10,000 per month.

M. Holidays

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

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|---------------------------|--|
| 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 Superintendent (*This is from the Support Personnel Contract) |
| 6. July Fourth | |

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.

N. Payment on Retirement

A Confidential Employee 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 Confidential Employee'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:

\$ 65 per day for each day of unused regular sick leave of one (1) through fifty (50) days' accumulation;

\$ 70 per day for each day of unused regular sick leave of fifty-one (51) through one hundred (100) days' accumulation;

\$ 75 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, a Confidential Employee must notify the Superintendent by **April 15th** of their intention to retire.

O. 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 course credits 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, purposes, and evidence of completion.

All elected course work shall be subject to review and approval by the district Assistant 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 Assistant 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 but reimbursement shall, in no event, exceed the limitations set forth below.

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.

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.

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.

P. Vacation

1. Eligibility

Vacation days are earned based on service in the district prior to July 1 of each year. All twelve (12) month Confidential Employees 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.

2. 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.

3. 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.

Confidential Employees may also "cash-in" five (5) unused days regardless of their bank balance; "cash-in" ten (10) unused days currently if their bank has (ten) 10 days and "cash-in " fifteen (15) unused days currently 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.

Q. Resignation and Retirement

1. A Confidential Employee 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.

2. At the time of separation, the Confidential Employee 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.

R. Sick Leave

1. Confidential Employees working a 12-month work year are entitled to twelve (12) regular sick leave days a year.

Confidential Employees 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.

S. 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.

T. Memberships

The District, at the approval of the Superintendent or designee, shall pay memberships and fees for Confidential Employees as indicated below:

- a) One (1) membership shall be National
- b) One (1) membership shall be State