

PENNRIDGE SCHOOL DISTRICT

Non-Contracted Employee Compensation and Benefits Plan

I. PREFACE

The purpose of this plan is to set forth the Board's operating policies for non-contracted employees' compensation and benefits. Notably, this plan *is not* an exclusive statement of District policies, rules, regulations and/or laws affecting non-contracted employees and the terms and conditions of their employment with the District. Where the Plan and District policies, rules or regulations conflict, the Superintendent shall be empowered to decide which takes precedence.

Please note that this Plan is not a contract and it is not intended to and does not create an express or implied contract of employment or any other contractual rights, obligations or liabilities. The District also reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Plan at any time, unilaterally, with or without prior notice, in its sole discretion.

For purposes of this document only, the term "non-contracted employees" shall refer to the following positions:

Aquatics Director
Assistant Database Administrator
Assistant Director of Food Production
Assistant Director of Operations
Assistant Director of Transportation
Assistant Director of Nutritional Services
Athletic Trainers
Communications and Public Relations Coordinator
Confidential Administrative Assistants
Database Administrator
Lifeguards
Mail Delivery Courier
School Police Officer
School Police Officer/Director of Security
Security Guards
Technology Technicians
Transportation Dispatcher/Router

II. COMPENSATION

A. Purpose

The Board is committed to effectuating a compensation and benefits plan which ensures that non-contracted employees are fairly compensated for their responsibilities, which promotes individual professional growth and improvement, and which is designed to provide its non-contracted employees with incentives and reward exemplary performance.

B. Compensation

Competitive compensation based broadly on county averages for similar positions.

C. Payroll Deductions

Employees may change their options for payroll deductions by notifying the Business Office of the desired change in writing two (2) weeks prior to the next regularly scheduled pay period. The change will be effective with the next regularly scheduled pay period.

Deductions authorized by employees for Tax Sheltered Annuities will be forwarded to the appropriate Tax Sheltered Annuity Company no later than three (3) business days from the day the deduction is made.

D. Same-Day Deposit

The District requires employees to receive payroll through direct deposit. New employees are required to participate immediately upon commencement of employment with the District.

E. IRS §403(b) Deferred Compensation Program

The District has adopted an IRS §403(b) Plan and permits all non-contracted employees to contribute to the plan up to the maximum amount allowed by law.

III. WORK YEAR/CALENDAR

A. Twelve (12)-Month Non-Contracted Employees: Confidential Administrative Assistants, Communications and Public Relations Coordinator, Assistant Director of Nutritional Services, Assistant Director of Operations, Aquatics Director, Assistant Director of Transportation, Transportation Router/Dispatcher, Database Administrator, Assistant Database Administrator and the Technology Technicians. The work year for these employees will consist of *260 days*.

B. School Year Employees:

a. Athletic Trainers, Life Guards, and Security Officers - The work year for these employees will consist of student days.

b. Mail Delivery Courier – part-time, 12 months a year

c. School Police Officers: the work year for the SPO/Director of Security will consist of student days plus fifteen (15) days; the work year for the School Police Officer will consist of student days plus ten (10) days.

d. Assistant Director of Food Production – 215 work days

IV. FRINGE BENEFITS

A. Group Medical Insurance Hospitalization – Major Medical

The Pennridge School Board will provide hospitalization/Major Medical coverage for all full-time employees and their families (Family is defined as spouse and children.)

The group medical insurance will be consistent with that provided pursuant to the Collective Bargaining Agreement between the Board of School Directors and the Pennridge Education Association. The terms of the group medical insurance are set forth in the governing Plan document, as amended from time to time which is incorporated by reference herein.

B. Vision Coverage

Vision Coverage will be consistent with that provided pursuant to the Collective Bargaining Agreement between the Board of School Directors and the Pennridge Education Association. The terms of the vision insurance are set forth in the governing Plan document, as amended from time to time which is incorporated by reference herein.

C. Prescription Drug Coverage

Prescription Drug Coverage will be consistent with that provided pursuant to the Collective Bargaining Agreement between the Board of School Directors and the Pennridge Education Association. The terms of the prescription drug coverage are set forth in the governing Plan document, as amended from time to time which is incorporated by reference herein.

D. Dental Coverage

Dental Coverage consistent with that provided pursuant to the Collective Bargaining Agreement between the Board of School Directors and the Pennridge Education Association. The terms of the dental insurance plan are set forth in the governing Plan document, as amended from time to time which is incorporated by reference herein.

E. Insurance Co-Payment

Insurance co-payment will be based on that provided pursuant to the Collective Bargaining Agreement between the Board of School Directors and the Pennridge Education Association.

F. Life Insurance

The Pennridge School Board will pay the premium for life insurance coverage with death benefits in the amount of Fifty Thousand Dollars (\$50,000) for each full-time employee. Such insurance shall allow for continuation of benefits at the employee's expense after leaving the District.

G. Insurance Coverage During Leave

Should an employee be granted an authorized unpaid leave, he/she shall be allowed to remain a member of all District health and insurance plans on the condition that he/she pre-pay [three (3) months] to the District the entire premium for such participation. The terms of pre-payment may be considered in a case of hardship.

H. Employee Assistance Program

The District will maintain the Employee Assistance Program ("EAP") for all employees in the group.

I. Disability Insurance

The District shall provide a core level of disability insurance coverage for all full-time non-contracted employees, in accordance with the schedule set forth in the PEA agreement. Those employees not employed full-time, but who are employed 50% or more, shall receive a pro-rata share of this benefit.

The District shall be responsible for the full cost of the premium for the core level of coverage, but shall not have any responsibility for the administration of the disability insurance coverage. The cost of any coverage in addition to the core level of coverage, including "buy-ups," shall be the sole responsibility of the employee electing such coverage.

The District shall be permitted to change the carrier for the disability insurance plan provided that the coverage is substantially equivalent to the coverage set forth in the PEA agreement.

J. Sick Leave

In any school year whenever an employee is prevented by illness or accidental injury from following his or her occupation, the District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of days equal to the number of months the employee is employed annually. Whenever there is a doctor appointment related to an employee's absence for illness or accidental injury, the employee shall be entitled to use sick leave to cover the absence if the appointment cannot be made other than during the work day. Employees who sever their employment with one school district and enter into employment with the Pennridge School District shall be entitled to all accumulated sick leave not exceeding a maximum of twenty-five (25) working days acquired during their employment in any school district in Pennsylvania.

Each July 1st, non-contracted employees are granted a sick time equivalent of 1 day per month of employment for the fiscal year.

Within the yearly accrued sick days, absences with pay up to a maximum four (4) days per year for employees will be allowed upon request for the following urgent reason(s):

- a. Sudden illness of a family member
- b. Family needs for medical attention
- c. Legal activities which cannot be handled at other times.

Any such unused leave shall be cumulative from year-to-year in the District without limitation. All or any part of such cumulated or unused sick leave may be taken with full pay in any or all school years as allowed by FMLA law, board policy and administrative guidelines.

Whenever it becomes necessary for the employee to be absent for illness, the employee is required to report the absence in the district's absence system. Any employee who is aware that sick leave may be required for more than five (5) work days must notify their Supervisor, as well as the Human Resources department, by completing the proper forms in advance or immediately upon return. A doctor's note releasing an employee to return to work is required after scheduled extended medical leave or for used sick time beyond five (5) days.

The Board of School Directors may require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period of absence for which compensation is required to be paid under this section.

K. Leave Without Pay

Employees will only be afforded leave without pay in accordance with District policy, upon the recommendation of the Superintendent of Schools, and the approval of the Board of School Directors. Requests for approval must be made in advance of the leave whenever possible.

L. Bereavement Leave

Whenever a non-contracted employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three (3) school days. The Superintendent may extend the period of absence with pay at his discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as: father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law, near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever a non-contracted employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for an absence on the day of the funeral. The Superintendent may extend the period of absence with pay at his discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

M. Personal Leave

Non-Contracted employees of the District shall be entitled to three (3) days of personal leave each school year. Personal leave may not be used in periods of more than three (3) consecutive days. Exceptions can be made with the Superintendent's approval for urgent unforeseen emergencies.

An employee shall be permitted at the end of any school year to request payment of \$65 per day for each unused personal leave day.

Employees shall be permitted to carry over as many as two (2) personal days from one school year to the next and may in such instances use as many as five (5) personal days during a school year without restriction on how they are to be used except as stated above and further except that personal days may not be taken either the day before or the day after a day of unpaid leave.

Employees shall not be permitted to use personal leave days without providing at least one (1) week notice to their Supervisor unless there is an emergency which would by its nature preclude the employee from providing such notice, in which case, notice must be provided as much in advance as is possible.

N. Jury Duty

If any employee is called for jury duty, it will be his/her responsibility to receive a statement from a court official as to the per-diem rate paid for the time served. The District will pay the difference between the jury pay and the employee's normal per-diem rate. While on jury duty, an employee will not be charged with this time against any of his/her leave benefits.

O. Family & Medical Leave

a. Medical Leave

Non-Contracted employees are eligible for leaves of absence in accordance with the Family and Medical Leave Act (FMLA).

Employee requests for FMLA leave shall be processed in accordance with law, Board policy and administrative regulations.

When an employee requests and qualifies for an FMLA leave, and they are entitled to any accrued leave; the employee must utilize sick and personal paid leave during the FMLA leave before unpaid leave will be authorized. Employees may also choose to use their vacation time during an FMLA leave, but are not required to do so.

b. Child Rearing Leave

Any employee who is expecting or whose spouse is expecting the birth or adoption of a child who will reside in his/her household and who wishes to continue employment following a period of absence taken for the period of rearing the child, shall be granted a childrearing leave of absence in accordance with FMLA law, Board policy and administrative regulations.

Only one (1) childrearing leave may be taken for each pregnancy or adoption. The employee shall give thirty (30) calendar days written notice to commence the childrearing leave and shall state therein the intended duration of the leave.

In the event of the premature termination of the pregnancy or the death of a child, the employee may request cancellation of the leave.

P. Holidays

Each employee shall be eligible for paid holidays as defined on the District's annual school calendar. Such calendar will denote all staff holidays and will be approved by the Board of School Directors on an annual basis. Employees are only eligible for holidays that occur during their scheduled work year.

Q. Vacations

Effective July 1, 2022 each 12-month non-contracted employee hired on or after July 1, 2022, will be eligible for twenty (20) paid vacation days per school fiscal year. Persons employed as non-contracted employees after July 1 shall receive a prorated vacation day grant. These vacation days should be taken within the fiscal year in which they are granted. A maximum of 10 vacation days may be carried over to the following fiscal year.

Employees hired prior to July 1, 2022, all vacation days should be taken within the fiscal year after they are earned. A maximum of 10 vacation days may be carried over to the following fiscal year.

The Technology Technicians earn vacation days as follows: Year 1-3 completed: 10 days; 1 vacation day is added each year thereafter through 13 years or 20 vacation days. Vacation days are prorated should employment commence after July 1st

All absences should be recorded in the District's absence reporting system prior to use unless an emergency arises.

Vacations may be taken only with prior approval from the employee's Supervisor.

R. Banking Vacation Days to Employer Non-Elective IRS §403(b) Tax Sheltered Accounts

Each employee may request that up to five (5) unused earned vacation days remaining at the end of the school calendar year be designated as a non-elective employer contribution to the IRS §403(b) Tax Sheltered Account up to the maximum yearly contribution permitted by law. For each unused vacation day, the rate of the District's

contribution shall be the "per diem" rate as calculated by employee's base salary divided by 260 days.

All twelve-month positions listed in this agreement will use the number 260 for the purpose of calculating the "per diem rate" under this section.

S. Educational Assistance Program/Graduate Study Expenses

The district recognizes the importance of educational development. For those who wish to increase competencies in present assignments and prepare for advancement, the district offers financial reimbursement consistent with that provided pursuant to the Collective Bargaining Agreement between the Board of School Directors and the Pennridge Education Association.

T. Other Benefits

Each employee will be eligible to participate in the District's Flexible Spending Account Plan.

V. RETIREMENT BENEFITS

A. Severance Payment

An employee with a minimum of six (6) consecutive years of service in the District who meets the following eligibility criteria and satisfies the stated notification procedures shall be entitled to a retirement payment in accordance with the following provisions:

The employee must be applying for and eligible to receive either superannuation, disability, or withdrawal from the Pennsylvania School Employee Retirement System ("PSERS") based on the regulations promulgated by PSERS at the time that he/she intends to retire.

The employee must submit written notice of his/her intent to retire to the Superintendent of Schools at least ninety (90) days prior to the intended date of retirement. Said notice must specifically detail that the employee is applying for and eligible to receive either superannuation or withdrawal from PSERS.

The payment referred to herein shall be equivalent to:

1. \$125.00 per year of service for a maximum payout not to exceed \$4,200.00 or
2. \$25.00 per unused sick leave days earned while an employee of the school district for a maximum payout not to exceed \$7,200.00.

B. Retirement Payment

The school district shall make a non-elective employer contribution into a 403(b) account established by the employee with a provider approved under the district's 403(b) Plan in an amount equal to the payout option selected in A.1. or A.2. above.

The employee shall receive no cash option. The employee must establish a 403(b) account prior to separation of service and shall maintain the 403(b) account until all non-elective employer contributions have been made or the employee will forfeit this benefit. Should the employee die prior to receiving all the 403(b) payments due, the district shall make payment up to the maximum allowed by IRS regulations to the employee's 403(b) Account.

Contributions are limited to IRS §415(b) limits. Excess contribution will be made to the employee's retirement account in the next subsequent year up to the §415(b) limit.

C. Continued Medical/Hospitalization Coverage

Upon retiring pursuant to the provisions of this plan, an employee shall be entitled to continued medical/hospitalization coverage through COBRA according to guidelines outlined in the law.

VI. OTHER TERMS AND CONDITIONS

A. Legal Construction

If any provision of this plan shall be declared illegal by final decision of a court of this Commonwealth, said

provision shall be deemed deleted from this plan and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.

VII. Assignment

Employees may not assign any obligation arising from this plan without the prior written consent of the Board of School Directors.

A. Governing Law

This plan shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

B. Statutory References

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or re-codification of the Code.

VIII. BOARD/DISTRICT REPRESENTATION

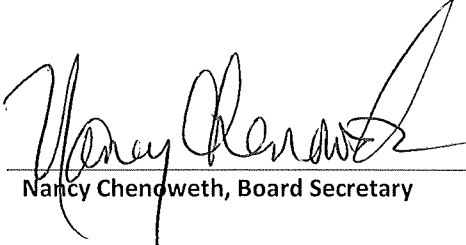
The representative of the Board/District in the implementation and the interpretation of this Plan shall be the Superintendent of Schools and/or his/her designee.

IX. SEPARABILITY

In the event that any provision of this plan is deemed to be contrary to law by a court of competent jurisdiction, such illegal provision shall be regarded as void and all other provisions of this Plan shall remain in full force and effect.

Attest


PENNRIDGE SCHOOL DISTRICT



Nancy Chengweth, Board Secretary

6/13/22

Date



Mrs. Joan Cullen, Board President

6/13/22

Date

The Pennridge School District is an equal opportunity education institution and will not discriminate on the basis of age, race, color, national origin, religion, sex or disability in its activities, programs or employment practices as required by Title VI, Title IX, Section 504 and the Americans with Disabilities Act of 1990.

For information regarding civil rights or grievance procedures, contact the Director of Human Resources, Title IX and ADA Coordinator, District Administration Office, 1200 North Fifth Street, Perkasio, PA 18944. Telephone (215) 257-5011.

The Federal Drug-Free Workplace Act requires that the workplace be free of the illegal use of drugs. No one is allowed to use, make, sell, distribute or have in his/her possession any illegal drugs. Any violation of this Act will lead to severe disciplinary action, including dismissal.

