Support Personnel
Guidelines
(Non-Exempt)

Effective: July 1, 2016 – June 30, 2019
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Preface

These guidelines are not to be construed as a contract, express or implied, guaranteeing employment for any specific duration and all employment relationships are deemed to be on an “at-will” basis. Although we hope that your employment relationship with us will be long term, either you or the School District may terminate this relationship at any time, for any reason, with or without cause or notice. Please understand that no representative of the School District other than the Superintendent and his/her authorized representatives have the authority to enter into any agreement with you for employment for any specified period or to make any promises or commitments contrary to the foregoing. Further, any Employment Agreement entered into by any authorized representative of the School District shall not be enforceable unless it is in writing and approved by the Board of School Directors at a duly convened public meeting. Please also understand, neither the Superintendent, nor any other representative of the School District has the authority to make any verbal promises, commitments, or statements of any kind regarding the School District’s policies, procedures, or any other issues that are legally binding on the School District.

Mission Statement

The Pottstown School District's mission statement is as follows:

“Prepare each student by name for success at every level”
Work Schedules
Work schedules for employees of PSD are determined on an individual employee basis per requirements. Your immediate supervisor will advise you of the days you are required to work and the times your schedule will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Lunch periods will be determined by departmental needs. Employees are expected to return from lunch breaks in a timely manner. Employees who repeatedly report back to work late from their lunch break will be subject to disciplinary action, up to and including termination.

Definition of Employee Types
All support personnel can be categorized by the type of work completed and group they support, be it students in the classroom, students in the cafeteria, administration, or in some other capacity. The following chart shows all the different employee types, with further definitions that follow.

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<th>Non-Exempt Full-Time Student Service Employee</th>
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Non-Exempt Full-Time Student Service Employees
For the purpose of these guidelines, Library and Classroom Assistants, Student Service Coordinators, and Student Proctors will be referred to as “Assistants.”

Assistants are considered full-time if they are scheduled to work seven (7) or more hours per day (excluding a thirty (30) minute unpaid lunch period) for not less than the number of student days, as determined by the District.

Assistants are required to work on designated in-service days, as determined by the District. Additionally, they are required to work one-half day the day prior to the students returning to school.

Student Proctors will work one-half day the day prior to the students returning to school.

The in-school work day for Student Service Coordinators is eight (8) hours, plus a thirty (30) minute unpaid lunch period.
**Non-Exempt Part-Time Student Service Employees**
Assistants are considered part-time if they are scheduled to work less than seven (7) hours per day (excluding a thirty (30) minute lunch period) and less than the number of student days, as determined by the District.

**Non-Exempt Full-Time Classified Employees**
Employees are considered full-time if they are scheduled to work not less than seven (7) hours and thirty minutes or more hours per day (excluding an unpaid lunch time) and according to their job classification and scheduled minimum work days per year, as outlined in the table below.

<table>
<thead>
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<th>Job Classification</th>
<th>Minimum Days/ School Year</th>
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<td>Elementary School Secretarial &amp; Secondary Clerical Personnel</td>
<td>218 Days/Year</td>
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<tr>
<td>School Office Personnel</td>
<td>257 Days/Year</td>
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<tr>
<td>All Other Classified Employees</td>
<td>260 Days/Year</td>
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*Note: Minimum days for all school years under these guidelines to be determined by the District and based on the approved calendar for the respective school year.*

During the summer months, summer hours may go into effect. All full-time 12 month employees will work the same number of hours per pay period. As a result, the district may make adjustments to beginning and/or ending times or lunch periods. Employees are responsible for coordinating summer hours with their immediate supervisor.

**Non-Exempt Part-Time Classified Employees**
Part-time employees are those employees who are scheduled to work fewer hours than the minimum standard, seven (7) hours and thirty (30) minutes, for full-time employees.

Employees holding two part-time positions that total full-time hours will be paid for each position according to the job classification salary range.

Employees hired prior to November 1, 2011, holding two part-time positions that total full-time hours will be entitled to full-time benefits if they are scheduled to work the required number of days.

Employees holding two part-time positions that total more than four (4) hours, but less than full-time hours and were hired prior to November 1, 2011, will be entitled to part-time benefits if they are scheduled to work the required number of days. Benefits will be provided based on the total regularly schedule hours of work.

Employees hired on or after November 1, 2011, holding two part-time positions that total full-time hours will be entitled to benefits if one position is regularly scheduled to work five (5) or more hours per day and the required number of work days. Benefits will be provided based on the employee’s primary part-
time position.

Cafeteria/Hallway Proctors include breakfast and lunch proctors, cafeteria and hall monitors, or any individuals assigned specifically to monitor and assist with the supervision of student behavior.

**Non-Exempt Full-Time Food Service Employees**
Food service employees are considered full-time if they are hired to work seven (7) or more hours per day (excluding lunch time) for not less than 180 days per year.

Food service employees are scheduled to work on days when school is in session and the lunch program is in operation. At the supervisor's discretion certain food service employees may be asked to work prior to the first day of school to prepare the area for the school year and after the last day of school to close the food service operation for the summer. Employees will be paid at their normal hourly rate for this extra time.

**Non-Exempt Part-Time Food Service Employees**
Employees holding two part-time positions that total full-time hours will be paid for each position according to the job classification salary range.

Employees hired prior to November 1, 2011, holding two part-time positions that total full-time hours will be entitled to full-time benefits if they are scheduled to work the required number of days.

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Employees hired on or after November 1, 2011, holding two part-time positions that total full-time hours will be entitled to benefits if one position is regularly scheduled to work five (5) or more hours per day and the required number of work days. Benefits will be provided based on the employee’s primary part-time position.

Food service employees are scheduled to work on days when school is in session and the lunch program is in operation. At the supervisor's discretion certain food service employees may be asked to work prior to the first day of school to prepare the area for the school year and after the last day of school to close the food service operation for the summer. Employees will be paid at their normal hourly rate for this extra time.

**Non-Exempt Full-Time Nurses (Not Certified School Nurses)**
Nurses are considered full-time if they are hired to work 7 hours per day (excluding lunch time) for not less than 190 days per year.
The number of days for the normal work year for nurses shall be 190 days. If school days are lost due to inclement weather, floods, or any other reason(s), days will be rescheduled either during the normal school year or by extending the school year.

The in-school workday for nurses shall not exceed a continuous period of seven (7) hours and thirty (30) minutes. The length of the lunch period shall be thirty (30) minutes in length to provide for a work schedule of seven (7) hours. The work day shall be between the hours of 7:20 a.m. and 3:50 p.m.

**Non-Exempt Part-Time Nurses (Not Certified School Nurses)**

Part-time nurses work fewer hours than the minimum standard, seven (7) hours per day (excluding lunch time).

The hours of employment for part-time nurses shall be set by their supervisor. These hours may be flexible depending on the need for coverage.

**Non-Exempt Full-Time and Part-Time Temporary Employees**

Employees are considered temporary if the position they hold was created and approved as temporary. Typically, temporary status will not exceed a period of two (2) years.

The hours of employment for temporary employees shall be set by their supervisor and may be full-time or part-time. Employees holding a temporary position are not eligible for benefits.

**Inspection of Personnel Files**

Complete personnel records are maintained with respect to each PSD employee. The information contained in these personnel files, however, is strictly confidential. Personnel files are the property of PSD. Upon the submission of a written request, PSD employees are permitted to examine the contents of their personnel files. Within a reasonable time after a request, PSD will schedule a time, during regular business hours, when the requesting employee may inspect the contents of their personnel file. This inspection must occur during the employee’s free time, not during the employee’s regularly scheduled working hours and will take place in the presence of a PSD supervisor, director or executive. Although the inspecting employee may take notes regarding the inspection, the personnel file and its contents may not be photocopied or removed from the place of inspection. Letters of reference and planning materials are not subject to examination. Employees may submit a signed written statement regarding information in their personnel file as long as it is not unduly lengthy or repetitious.

**Job Transfers and Promotions**

All promotion and transfer decisions are made in accordance with PSD's Assignment and Transfer Policy (309). As such, all decisions are based solely upon merit and qualifications.

The Pottstown School District prefers to transfer and promote from within its existing workforce
whenever possible. To this end, most job openings are internally posted on PSD bulletin boards at
different locations throughout the district. Notwithstanding PSD’s preference to transfer and promote
from within, **PSD’s primary concern with respect to all decisions is to fill vacant positions with the
most qualified person.** Accordingly, all transfer and promotion decisions will be made at the sole
discretion of PSD, and PSD reserves the right to hire a more qualified outside applicant over an existing
employee.

Normally, employees have to be in their job for at least six (6) months before they can apply for posted
positions. Temporary employees are exempt from this restriction; all other exceptions must be approved
by the Human Resources Office. An employee who has received a written warning and/or suspension
within the last six (6) months may not apply for a posted position, unless given written permission from
the Human Resources Department. Anyone who received an overall unsatisfactory on their performance
appraisal may not apply for a posted position.

Human Resources will forward the information on all qualified applicants to the requisitioning
department supervisor or director. The department supervisor will work in coordination with Human
Resources to set up interviews with applicants. Each applicant must inform his/her supervisor of the
interview. After a selection has been made, Human Resources will coordinate a transfer date.

Unsuccessful job transfer applicants will be notified by Human Resources. The administration shall post
most vacancies of new or vacant positions so that all employees will be aware of job openings.

**Performance Evaluations**
All new employees shall receive a performance review ninety (90) calendar days from their start date.
The administrator/building supervisor will meet with the employee for the purpose of informing the
employee of the degree of satisfaction with his/her work.

Thereafter, a supervisor/administrator will conduct a performance review to evaluate each employee at
least annually.

The employee shall meet with the supervisor/administrator to review the evaluation and shall be entitled
to make comments on the evaluation form. The employee shall receive a copy of the completed
evaluation form.

At the discretion of the supervisor/administrator, an employee may be evaluated more than once a year as
warranted. The District reserves the right to require any employee who receives an unsatisfactory rating
to be evaluated at least quarterly during the subsequent year.

**Problem Solving and Grievance Procedure**
The Administration of the Pottstown School District desires to work with all the classified employees.
Therefore, 1) any employee who has a question or problem with his/her job shall discuss it first with the
immediate supervisor. If that employee is still dissatisfied with the result or problem, 2) the employee
may appeal the situation by requesting, in writing, permission to meet with the Superintendent or
designee. 3) Then, if there is still no satisfaction, the employee may appeal the situation by requesting, in writing, permission to meet with the Superintendent of Schools. Any employee who does not follow the above steps in the grievance process will be subject to discipline according to the Progressive Discipline & Rules of Conduct, as outlined in these guidelines.

Thirty (30) days shall be considered a reasonable amount of time for an administrator to address an employee’s grievance.

**PROGRESSIVE DISCIPLINE & RULES OF CONDUCT**

The Pottstown School District subscribes to a policy of progressive discipline. Employees may be reprimanded or disciplined at any of the following levels or a combination of levels, depending on the severity of the offense:

- Coaching with documentation from supervisor
- Letter of Concern or Reprimand
- Letter of Unsatisfactory Performance
- Suspension with or without pay
- Termination

However, the District reserves the sole right at all times and under any circumstances to terminate an employee with or without cause and with or without prior notice.

The following list sets forth examples of the types of violations which may be sufficient grounds for disciplinary action ranging from reprimand up to termination without warning, depending upon the seriousness and frequency of the offense. This list is not all-inclusive and other actions or behavior may subject an employee to disciplinary action and/or termination.

- Falsification of records, including employment applications, timesheets, etc.
- Use, sale or possession of alcohol or drugs;
- Creating negative work environment through sharing of rumors or personal information of others.
- Insubordination, chronic lack of cooperation and poor attitude
- Dishonesty – including false representation, lying, theft, stealing, fraud, embezzlement or any other illegal act, as well as knowingly condoning dishonest acts by others;
- Fighting or disorderly conduct
- Excessive absenteeism and tardiness, including failure to call in when absent;
- Use of threatening, profane, insulting or abusive language or engaging in any immoral or indecent conduct;
- Gambling
- Without prior written authorization, removing from the District premises or disclosing, in any manner, any records, files, lists or other items belonging to the District; (normal workflow documentation taken home on a regular basis, when approved by the supervisor, is not included) Example: school reports, etc
- Violation of any applicable governmental law or regulation which jeopardizes the operations of
the District;
- Discourtesy to others; Unprofessionalism
- Possession or use of weapons;
- Accepting gifts of more than nominal value from anyone with whom the District does business;
- Leaving assigned work areas for non-work related reasons;
- Sleeping during working hours;
- Smoking on District property
- Breach of District confidentiality;
- Unsatisfactory job performance;
- Misuse of District property;
- Violation of District policy or work rules;
- Loss of certification/licensure required by law or the District

The disciplinary guidelines set forth above are merely for employees’ information. The District retains the complete and sole discretion to determine the appropriate discipline on a case-by-case basis.

Retirement

Public School Employees’ Retirement System (PSERS)

All employees (as defined by the Retirement Board) must become members of the Public School Employees' Retirement System as long as they work 80 days or 500 hours per year.

Employees hired after July 1, 2001 were automatically enrolled in Class T-D and contribute 7.50% of their gross pay to retirement.

Employees hired after July 1, 2011 are automatically enrolled in Class T-E and contribute 7.5% of their gross pay to retirement. PSERS will automatically provide the employee with information on how to elect Class T-F, which requires contributions of not less than 10.3% nor greater than 12.3% of their gross pay.

The School District and Commonwealth each contribute a percent of the employee's gross pay to the Retirement System.

An employee is eligible for retirement benefits at age 62 with at least one (1) year of service; at age 60 with thirty (30) years of service; at any age with at least thirty-five (35) years of service; or after five (5) years of service at any age with a reduced retirement rate. Benefits are determined by the class of membership, salary, and years of service.

Notification of Retirement

Employees planning to retire at the end of the school year shall notify the Superintendent and the Human Resource Department in writing, on or before April 1 immediately prior to the effective date of the planned retirement if retirement is to be effective at the end of a school year.
Employees planning to retire shall notify the Superintendent and the Human Resource Department in writing at least seventy-five (75) days prior to the effective date of retirement, if retirement is scheduled during a school year.

These requirements for notice of intentions may be waived by the Board of School Directors for reasons of illness or urgent family circumstances.

Salaries and Provisions
Job evaluation criteria have been established to determine position classifications and minimum/maximum salaries for each classification.

Classifications and minimum/maximum salary ranges for the 2011-12 school year; subsequent school years under these guidelines will be determined by the District on an annual basis.

Employees receiving improvement needed ratings may not receive the entire increment the year following the improvement needed rating. For each improvement needed, the salary increase will be reduced .2% for a maximum of three (3) improvement needed ratings.

For each unsatisfactory category, the salary increase is reduced by 1/3 to a maximum of 2/3. Three or more unsatisfactory categories result in no salary increase.

Employees who receive an overall unsatisfactory rating or four or more improvement needed ratings will not receive an increase the year following this rating.

Part-time employees hired to work just for the summer months will receive credit for 25% of a year’s service and placed on the appropriate level.

Substitute Employees
Substitute employees who have not worked in the past 90 days or are regularly not available to work when requested, will be terminated from employment due to inactive status.

Compensation Period
Under Section 409A, the Internal Revenue Service allows 10-month employees the option to have their compensation paid over a 12-month period.

The IRS views any pay earned in one year but paid the following year to be considered deferred compensation and shall be subject to certain additional taxes, including a 20% additional income tax. The calculation for distribution of compensation between 10-month versus 12-month could mean an employee may defer part of their income from one year to the next. In order to be in compliant with Section 409A and to avoid the additional tax, employees must complete the 409A Election Form.
Overtime for substitutes-
While the District works to avoid overtime hours, when it becomes necessary, any overtime must have pre-approval from the Human Resources office or the superintendent designee. Any substitute employee who fails to receive prior approval for overtime hours will be subject to disciplinary action, up to and including a recommendation for termination to the School Board of Directors for the Pottstown School District.

Overtime pay shall be calculated by taking an average of all positions worked during the week in question. For Example:
20 hours worked at rate of $11.92
20 hours worked at rate of $14.04
Calculation: 11.92+14.04=25.96; 25.96/2=12.98x1.5=$19.47 overtime hourly rate
$19.47 overtime hourly rate

A 409A election is irrevocable for any particular school year, and may not be changed or withdrawn after the deadline. Method of payment changes can only be done at the beginning of a school year and must be done by submitting a 409A Election Form no later than the start of the school year.

- **New Employees** – Must make selection prior to their first day of work, otherwise the default payment will be made as earned (hourly).
- **Separation of Employment** – In the event a separation from service occurs before the end of the 12-month payment option, the employee will be entitled to an additional payment for the amount actually earned from the beginning of the 12-month pay period until the date of separation from service, but which has not yet been paid. This additional payment will be included in the employee’s final paycheck. For this purpose, “separation from service” shall have the same meaning as that term as defined in section 1.409A-1(h) of the Treasury Regulations.
- **Change From 10-Month to 12-Month** – Employees changing from a 10-month pay cycle to a 12-month pay cycle will experience this process over a two (2) year period. Upon receipt of a new 409A Election Form, the employee’s new pay schedule will begin with the first pay of the new school year (Year 1). Because the non-exempt benefit plan year begins July 1, non-exempt benefit deductions the first year must continue on a 10-month cycle and will begin the second pay in September. Benefit deductions will change to a 12-month cycle effective July 1 of the following plan year (Year 2). Please Note: The 12-month cycle will result in decreased individual pays, as the annual compensation will be distributed over an increased period of time.

**Direct Deposit**
Employees hired prior to November 1, 2011, may elect to have their pay directly deposited into their bank accounts. Employees hired on or after November 1, 2011, must have their pay directly deposited into their bank accounts.

Employees electing direct deposit will have access to an electronic itemized statement of wages when PSD makes direct deposits.
Overtime
On occasion, non-exempt PSD employees (i.e., employees paid on an hourly basis) may be required to work overtime hours. When possible, advance notification of overtime assignments will be provided. Overtime assignments will be distributed as equitably as possible to all employees qualified to perform the required work.

Any time actually worked by an employee in excess of forty (40) hours per week is considered overtime. Non-exempt employees shall be paid for overtime at 1½ times the employee’s regular rate of pay. All overtime must be pre-approved by the employee’s immediate supervisor.

Refusal to work scheduled overtime or overtime worked without prior authorization may result in disciplinary action, up to and including termination of employment.

The district gives unlimited access to certain work tools, such as e-mail, cell phones, or work-related documents. Employees are expected to use these work tools during normal work hours. It is a violation of work rules to use work tools during non-regular work hours and claim above regular work hours or overtime hours unless specifically authorized by their supervisors in writing.
EXAMPLE #1: Classroom assistant is expected to check e-mail regularly. Classroom assistant failed to check e-mail all week, so he/she decides to check all e-mail after regular work hours and then claims two extra hours on timesheet. This is a violation of regular working hours/overtime pay rules and will be subject to disciplinary action, up to and including a recommendation for termination to the School Board of Directors of the Pottstown School District.
EXAMPLE #2: Member of the maintenance is called by his supervisor and asked to adjust HVAC system due to an after school meeting. The employee logs on to the system, makes the adjustments, and communicates back to the appropriate parties. The employee marks down the time (approximately ½ hour) on his/her timesheet. This is an authorized and proper use of work tools during non-regular work hours and the work time should be claimed on the timesheet.

Payroll Period
Each pay period consists of two (2) work weeks; a work week begins on Sunday and runs through Saturday. Each paycheck will include earnings for all work performed through the end of the previous pay period. Various mandatory deductions are withheld from each regular paycheck. State and federal withholding taxes (income taxes), depending upon income and number of dependents, are regularly deducted and periodically transferred to the Internal Revenue Service and the State Tax Commission. Social Security (F.I.C.A.) taxes are deducted and deposited with the federal government, and unemployment taxes are deducted and deposited with the Commonwealth government. In addition, all garnishments and employee-authorized deductions (i.e., health insurance contributions) are also automatically withheld from each regular paycheck.

PSD takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there
is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of Payroll so that corrections can be made as quickly as possible.

Once overpayments or underpayments are identified, they will be corrected in the next regular paycheck.

**Timekeeping**
Accurately recording of “time worked” is the responsibility of every PSD employee. Federal and state laws require PSD to keep an accurate record of “time worked” in order to calculate employee pay and benefits. “Time worked” includes all time actually spent on the job performing assigned duties.

All PSD employees who are paid on an hourly basis must use time sheets to record the number of hours worked each day. Time sheets will be distributed by PSD and should indicate the start and completion time of each work day and the number of hours worked. Altering, falsifying or tampering with time records will result in disciplinary action, up to and including termination of employment.

**Insurance – General Information**
The following information applies to Group Health Insurance, Prescription Drug Insurance, Dental Insurance and Vision Insurance:

- Upon completion of a ninety (90) day waiting period and the employee’s submission of the required application forms, insurance coverage will be made available to the employee and all eligible dependents. Coverage will be effective the first day of the month following completion of an employee’s waiting period. Following termination of employment, an employee shall be allowed to continue coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) regulations. The continued coverage will be at the employee’s expense.

- The spouses of any employee hired on or after November 1, 2011, are deemed to be an eligible dependent if they do not have access to an employer-sponsored health plan.

- Married couples, both of whom are working for the school district, shall be entitled to one benefit plan.

- Employees who are entitled to full payment of salary while on approved sick leave, bereavement leave, emergency leave, and/or leave for serving jury duty may continue their selected insurance coverage with the Board paying its share of the premium.

- Employees on any type of unpaid leave of absence for one (1) to six (6) consecutive days inclusive in any one school year may continue to participate in their selected insurance plans with the Board paying its share of the insurance premium.

- Employees on any type of unpaid leave of absence for more than six (6) days in any one (1) school year may continue to participate in their selected insurance plans at their own expense. The amount of monthly premium to be paid by the employee shall be prorated on a daily basis. Note: Benefits for employees on qualified leave, under the Family and Medical Leave Act (FMLA) will be continued as required by law and described in the Family and Medical Leave section of these guidelines.
● Employees are responsible for reporting changes in dependents or types of coverage within 30 days by completing the required forms and submitting same to the Benefits office. Employees failing to report changes within 30 days will not be eligible to elect benefits until they experience a qualifying life event or the next open enrollment, whichever occurs first.

● Booklets describing the details of group insurance benefits are available to employees from the Benefits office.

● The District shall have the ability, at anytime throughout the term of these guidelines, to participate in any self-insurance program that may be initiated/implemented by the Montgomery County Intermediate Unit, without requiring any form of consent/approval from the covered employees, so long as there is no change in the insurance plan offered by the District. By way of clarification, any proposed change in funding structure, as referenced herein, will not result in a change in the selection of plans available or the current insurance provider and network.

The following information applies to Group Health Insurance and Prescription Drug Insurance:

● Through the district IRS Section 125 plan an employee’s contributions for premiums will be deducted from their pay on a pre-federal income and FICA tax basis.

● Any changes to the employee’s election will be subject to the requirements of the Vendor of the applicable plan and applicable law, including, but not limited to, Internal Revenue Code, Section 125. The Section 125 Plan shall be the exclusive basis upon which such employee may pay for the employee’s share of the premium cost.

● Under this Section 125 Plan, eligible employees shall, prior to the period of time designated by the Board as the "Plan Year," as required by federal tax law requirements, in addition to the option of selecting coverage under these plans for the upcoming Plan Year, also shall have the option to elect not to be covered under any Board sponsored benefit plan.

● Any employee, who waives all coverage, for a plan year, for the employee and eligible dependents, if any, shall be eligible to receive a cash payment equivalent to 25% of the annual cost of “Employee Only Coverage” under the Core Plan. Payments will be made in January of the Plan Year.

● Any employee who has so waived coverage and received a cash payment and (i) based on a qualifying event is permitted under the terms of Section 125 Plan to revoke the employee’s waiver for the remainder of the plan year or (ii) terminates employment prior to the end of the school year for which coverage has been waived, agrees to reimburse the Board (and be deemed to have authorized the payroll withholding therefore) for an amount equal to the number of working days left in the plan year on the date of revocation or termination over the total working days in the school year times the cash payment.

● This payment is not considered as part of the employee’s base salary and will not be reported to the Pennsylvania School Employees’ Retirement System (PSERS) for the purpose of retirement.

● An employee may renew within one calendar year provided there has been a qualifying event and the carrier will allow such re-enrollment provided the employee returns the payment to the district in its entirety.
The Board will pay their percentage of cost of plan premiums, as described in each specific plan section of these guidelines, for the employee, eligible employee spouses, and all children under twenty-six (26) years of age.

Upon application to and acceptance by the insurance carrier, employees may also include dependent children twenty-six (26) years of age or older who are incapable of self-support due to a physical or mental handicap which occurred prior to age twenty-six (26), and who were eligible for coverage and were dependents prior to age twenty-six (26).

Employees are required to verify all dependent relationships; when applicable, employees are required to verify dependent access to employer-sponsored health insurance. Employees providing false information in bad faith will be subject to disciplinary action up to and including termination, denial of COBRA benefits, and criminal prosecution.

**Group Dental Insurance**
The Pottstown School District will provide basic family dental insurance for all full-time employees and their dependents.

The District will pay the full cost of the premium for the employee, eligible employee spouses, and all unmarried children under nineteen (19) years of age. Unmarried, dependent children in full-time attendance at an accredited secondary school, college or university, whose legal residence is the employee's home may also be included as part of this insurance plan up to (but not including) age twenty-three (23).

Upon application to and acceptance by the insurance carrier, employees may also include unmarried, dependent children nineteen (19) years of age or older who are incapable of self-support due to a physical or mental handicap which occurred prior to age nineteen (19), and who are eligible for coverage and dependents prior to age nineteen (19).

Part-time employees hired prior to November 1, 2011, working four (4) or more hours per day may purchase dental insurance; premium contributions will be based on regularly scheduled work hours.

Part-time employees hired on or after November 1, 2011, working five (5) or more hours per day may purchase dental insurance; premium contributions will be based on regularly scheduled work hours.

Please see vendor provided plan documents for specific coverage details.

**Group Health Insurance**
Effective November 1, 2011, PSD will provide a group health insurance Core Plan and optional buy-up plans. These plans will be updated and available to employees as required by the Affordable Care Act.

The Board reserves the right to meet its commitment hereunder by obtaining substantially equivalent benefits from any carrier of its choosing.
For each year, the employee shall contribute a sum, to be determined annually by the Board, per pay period toward the total cost of the premium for the Core Plan.

Part-time employees hired prior to November 1, 2011, working four (4) or more hours per day may purchase health insurance; premium contributions will be based on regularly scheduled work hours.

Part-time employees hired on or after November 1, 2011, working five (5) or more hours per day may purchase health insurance; premium contributions will be based on regularly scheduled work hours.

Should an employee elect a buy-up plan, the employee, in addition to the Core Plan contribution, shall contribute an amount equal to 100% of the difference in premium cost between the Core Plan and the buy-up plan. The employee may choose only one plan for health insurance coverage.

**Group Income Protection Plan**
A Group Income Protection Plan will be provided by the School District for full-time employees. The following provisions and benefits shall be applicable:

- Group Income Protection will apply only to those employees who work at least 30 hours per week and not be considered part time.
- In the event that a full-time employee is absent from work as a result of an illness or an injury, the employee will be entitled to benefits beginning the twenty-second (22nd) consecutive calendar day of absence or the first day after the employee has used all accumulated sick leave, whichever occurs later.
- The amount of the benefits payable will be fifty percent (50%) of gross salary, not to exceed a benefit of $2,000.00 per month.
- The Income Protection Plan will pay benefits for a period of fifty-two (52) weeks.
- Upon completion of a ninety (90) day waiting period, full-time employees are automatically covered by the Income Protection Plan. There is no medical examination required.
- Employees are not entitled to Income Protection Insurance Benefits while drawing pay for sick leave or any other type of salary payment made by the School District.
- Employees on an unpaid leave of absence for more than six (6) consecutive days in a school year will not be covered by the Income Protection Plan during additional unpaid leave days for that school year. Note: Benefits for employees on qualified leave, under the Family and Medical Leave Act (FMLA) will be continued as required by law and described in the Family and Medical Leave section of these guidelines.
- If an employee is absent as a result of injury covered by Workers' Compensation Insurance, the benefits under Workers' Compensation Insurance will be deducted from those payable under the Income Protection Plan.
- The Income Protection Plan does not include any benefits for medical expenses.

Income Protection insurance coverage will be continued at School District expense for employees who are entitled to full payment of salary while on an approved paid leave. Coverage will also be continued at School District expense for employees on sick leave with or without pay.
Employees on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year will continue their income protection insurance coverage with the School District paying the full cost of the premium.

Employees on any type of unpaid leave for more than six (6) consecutive days in any one school year may not continue their income protection insurance coverage while on unpaid leave of absence except as noted in the two preceding paragraphs.

**Group Life Insurance**
The School District will provide term life insurance for each full-time employee in the amount of $35,000. Group Life Insurance will apply only to those employees who work at least 30 hours per week and not be considered part time.

Employees who are entitled to full payment of salary while on approved sick leave, bereavement leave, conditional leave, and/or leave for serving on jury duty may continue their life insurance coverage with the School District paying the premium.

Employees on any type of unpaid leave of absence for one (1) to six (6) days inclusive in any one school year may continue to participate in the Life Insurance Plan with the School District paying the premium.

Employees on an unpaid leave of absence for more than six (6) consecutive days who intend to continue to be on an unpaid leave of absence shall have their group life insurance terminated at the end of the month during which they last actually worked. Note: Benefits for employees on qualified leave, under the Family and Medical Leave Act (FMLA) will be continued as required by law and described in the Family and Medical Leave section of these guidelines.

Employees of the School District who wish to continue their group life insurance while on an unpaid leave of absence, not covered by FMLA, for more than six (6) consecutive days shall reimburse the School District for the cost of the premium. The premium shall be prorated on a daily basis. Requests for continuation must be submitted, in writing, to Human Resources.

Certificates of Insurance will be issued to those employees participating in the plan which will fully describe detailed provisions regarding this coverage.

**Group Prescription Drug Plan**
The School District will provide a Prescription Drug Plan.

The Board reserves the right to meet its commitment hereunder by obtaining substantially equivalent benefits from any carrier of its choosing.
Through the end of this agreement, for full-time employees, the Board shall pay 95% of the total cost of the premium charge for the Prescription Drug Plan. Employees will be responsible to pay the difference in the premium through mandatory payroll deduction.

Part-time employees hired prior to November 1, 2011, working four (4) or more hours per day may purchase prescription drug insurance; premium contributions will be based on regularly scheduled work hours.

Part-time employees hired on or after November 1, 2011, working five (5) or more hours per day may purchase prescription drug insurance; premium contributions will be based on regularly scheduled work hours.

**Group Vision Insurance**
The School District will provide basic Vision Insurance.

The Board reserves the right to meet its commitment hereunder by obtaining substantially equivalent benefits from any carrier of its choosing.

Part-time employees hired prior to November 1, 2011, working four (4) or more hours per day may purchase vision insurance; premium contributions will be based on regularly scheduled work hours.

Part-time employees hired on or after November 1, 2011, working five (5) or more hours per day may purchase vision insurance; premium contributions will be based on regularly scheduled work hours.

**Payment for Accumulated Sick Leave**

**Separation of Service – Full-Time Employees**
Upon termination of service other than retirement, full-time employees shall receive payment for all unused sick days up to a maximum of 300 days. Thirty dollars ($30) shall be the value of each unused sick day. Employees will be eligible providing:

- The employee is full-time.
- The employee has a minimum of fifteen (15) years of full-time service with the district.
- The employee has a satisfactory rating for the year of the termination of service.

Payments will be made within sixty (60) days after the termination date provided. Should the employee become employed in another district within the six (6) month period, then the number of accumulated unused sick leave days for which such employee shall be eligible to receive payment shall be reduced by the actual number of such days recognized by the new district for sick leave.

**Separation of Service – Part-Time Employees**
Upon termination of service other than retirement, part-time employees shall receive payment for all unused sick days up to a maximum of 300 days. Fifteen dollars ($15) shall be the value of each unused sick day. Employees will be eligible providing:

- The employee is part-time.
- The employee has a minimum of fifteen (15) years of service with the district.
- The employee has a satisfactory rating for the year of the termination of service.

Payments will be made within sixty (60) days after the termination date provided. Should the employee become employed in another district within the six (6) month period, then the number of accumulated unused sick leave days for which such employee shall be eligible to receive payment shall be reduced by the actual number of such days recognized by the new district for sick leave.

**Retirement**
Payment for unused accumulated sick leave at retirement will be made to employees terminating their employment with the School District at the time of retirement as specified in this section.

The employee must be retiring. Retirement shall refer to those employees whose applications are approved by the Public School Employees' Retirement Board and meet at least one of the following criteria:

- The employee must be eligible to receive superannuation or disability pension from the Public School Employees' Retirement System or;
- If the Commonwealth of Pennsylvania offers an early retirement incentive plan the employee must be eligible to participate in this plan and must have the required number of years service credits with the Public School Employees' Retirement System or;
- Employee meets eligibility requirements of the School District Retirement Benefit policy in order to receive unused accumulated sick leave reimbursement.

The amount of accumulated sick leave pay for those employees retiring shall be a maximum of three hundred (300) (hours converted to) days and the dollar value shall be determined as follows:

- Full-Time Employees - By multiplying $40 x the number of (hours converted to) days of accumulated sick leave.
- Part-Time Employees - By multiplying $20 x the number of (hours converted to) days of accumulated sick leave.

The number of (hours converted to) days of accumulated sick leave shall refer to only those days earned while employed by the Pottstown School District. Hours converted to days of sick leave earned while employed by the Pottstown School District shall always be used first in the event of absence as a result of illness or accidents before determining the amount to be paid to the employee under the provisions of this section. Payment shall be made within 60 days of the last date employed.

**Death**
Upon the death of an employee, the Pottstown School District shall make a payment for unused sick leave in the same manner as described in this section for those employees who retire.

- In this case, the payment shall be made payable to the employee's beneficiary, as designated on either the group life insurance certificate or as otherwise specified.
- In the event the employee was not participating in the group life insurance plan or there is no designated beneficiary, said payment shall be made to the employee's surviving spouse, if any, or to his/her estate.
- To receive payment upon death, the employee must have at least ten (10) consecutive years of service with the Pottstown School District immediately prior to the time that death occurs.
- Payments made under the provisions of this paragraph shall be made within sixty (60) days after the date of death.

**Payments for Unused Vacation Days**

**Separation of Service**

Upon termination of service other than retirement, full-time employees, who began employment as a full-time employee under a vacation program requiring the earning of time, shall receive payment for all unused vacation hours.

For full-time employees, who began employment as a full-time employee under a front-loaded vacation program, should they leave prior to earning the hours they have used, they will owe the District for time taken. If their earned hours exceed their hours used, they will receive payment for this time.

**Retirement**

At time of retirement, employees, who began employment as a full-time employee under a vacation program requiring the earning of time, have earned vacation time that they would be entitled to take the next year. A retiree can elect one of the options:

- Receive a payment for the earned hours converted to days. (The current daily rate of pay times the number of unused hours converted to days.)
- Advance the Vacation Hours- The retiring employee can elect to take vacation hours during their last month employed.

Employees, who began employment as a full-time employee under a front-loaded vacation program, should they retire prior to earning the hours they have used, they will owe the District for time taken. If their hours earned exceed their hours used, they will receive payment for this time.

**Tax Sheltered Annuities**

All full-time employees shall be able to purchase tax sheltered annuities. Information regarding the annuities may be obtained at the School District Benefits Office.

The School District's only obligation shall consist of making payroll deductions as authorized in writing by the employee and remitting the amounts deducted to the investment program selected by the employee.
Tuition Reimbursement
The district will reimburse tuition costs up to a maximum of $2,000 per school year. All courses taken by employees must be pre-approved by the Human Resource Office to be eligible for reimbursement.

An employee shall be entitled to reimbursement of tuition for credits taken after the beginning of the second year of full-time continuous service with the school district. Exceptions to this period may be waived if the course is directly related to the employee's work.

Tuition reimbursement will be paid for only those courses where employees have earned a grade of "C" or better on a letter grade system or a grade of pass on a pass-fail system.

Employees receiving reimbursement for tuition must continue working for the district a minimum of one year after reimbursement is received or the money will be deducted from the last paycheck subject to limitations of applicable law.

Uniforms/Appearance
The School District will purchase a set number of uniforms and/or other dress related items (ex: work boots) per year for custodians, maintenance, and grounds employees as department funds allow. The School District will purchase aprons to be utilized for food service employees.

Dress, grooming, and personal cleanliness standards contribute to the morale for all employees and affect the professional image PSD presents to the community, students, and parents. As such, during business hours, employees are expected to present a clean, modest, and neat appearance and to dress according to the requirements of their positions.

Business Casual Dress for staff is the expectation of the district. Business casual includes the following attire: dress slacks, button collared shirts (three or full button) skirts, dresses, jumpers. Denim skirts, jumpers, and dresses are acceptable. Jogging suits, sweat pants, shorts (other than knee-length or longer), work boots, sneakers, spandex, sheer or clinging fabrics, leggings, mini-skirts, strapless or spaghetti strap sundresses (without an appropriate jacket), tank tops, tube tops, underwear type t-shirts and flip flops, etc. are not appropriate and are not acceptable.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Consult your immediate supervisor if you have questions as to what constitutes appropriate attire. Violation of these guidelines will subject the employee to disciplinary action, up to and including termination.

Workers’ Compensation
All employees are covered by Workers’ Compensation. All accidents, no matter how minor, must be reported to your supervisor as soon as possible, but no later than the end of the day. A notice, entitled,
Incident Reporting Process, is available to all employees. Employees not following procedures, as may be implemented by the District from time to time, may jeopardize their Workers' Compensation benefits.

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness, are paid in accordance with the Pennsylvania Worker’s Compensation regulations, and wage payments are provided in accordance with Pennsylvania Worker’s Compensation regulations.

If you are injured or become ill on the job, you must immediately report such injury or illness to your supervisor, the school nurse, and the Benefits office. This ensures the School District can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness. Questions regarding workers' compensation should be directed to Human Resources.

In accordance with the Workers' Compensation laws, the school district will annually provide a list of medical providers for employees to use for Workers' Compensation claims. To insure your claims for medical treatment will be paid through Workers' Compensation, you will be required to select one of the medical providers on this list for your initial treatment.

Bereavement Leave
Employees may be granted up to five (5) days leave for death in the immediate family (father or step-father, mother or step-mother, brother or step-brother, sister or step-sister, son or step-son, daughter or step-daughter, husband, wife, parent-in-law or step-parent-in-law or near relative who resides in the same household or any person for whom the employee is the primary caregiver.)

Employees may be granted one (1) day leave for the death of a near relative (first cousin, grandfather, grandmother, grandson, granddaughter, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law). The employee shall notify his/her immediate supervisor of the request for leave.

Conditional Leave
Full-time employees may be granted a conditional leave without loss of compensation for the following reasons:

- Disaster to home or personal property.
- Serious accident or illness to a member of the immediate family.
- Birth of the child of employee's son/daughter (grandchild).
- Graduation of immediate family member from a post high school educational institution.
- Marriage of a member of the immediate family. (Restricted to one day.)
- Taking son or daughter to a college or university.
● Funeral of a close friend.
● Appearance as a plaintiff, defendant, or witness in a legal case not school connected.
● Other legitimate requests for conditional leave may be approved by the Superintendent or designee (HR Director)

Full-time employees may be eligible for the following days of conditional leave:
● Two (2) days beginning with the first through the ninth consecutive years of service with the school district.
● Three (3) days beginning with the tenth year through the 19th year of consecutive service with the School District.
● Four (4) days beginning with the twentieth year of consecutive service with the School District.

Requests for conditional leave shall be submitted electronically at least one week prior to the date of absence unless emergencies shall prevent the employee from submitting the request in advance of the day of absence.

Family and Medical Leave
The Pottstown School District is a covered employer under the Family and Medical Leave Act of 1993 as Amended (“FMLA”). The FMLA entitles eligible employees of a covered employer to a maximum of twelve (12) weeks per year of unpaid leave for specific FMLA-qualifying reasons, or twenty-six (26) weeks in the event the leave is taken to care for a covered service member, as defined below.

Eligibility
Employees are eligible for FMLA leave if they:
● Worked for the District for at least twelve (12) months during the last seven (7) years (unless the break in service is due to a National Guard or reserve military service obligation or a written agreement reflecting the District’s intention to rehire the employee after the break in service); and
● Worked for the District for at least 1,250 hours during the twelve (12) months immediately preceding their leave date; and,
● Worked at the District worksite that employs at least fifty (50) employees within a 75-mile radius.
An employee’s “worksite” is the site to which an employee reports to work or, if none, from which the employee’s work is assigned.

Qualifying Reasons
Eligible employees may take FMLA leave for any of the following qualifying reasons:
● The care of a child following the birth or adoption of the child, or the placement of a foster child; or
● The care of a parent, child, or spouse with a serious health condition; or
● Incapacity due to pregnancy, prenatal medical care, or child birth; or
● The treatment of an employee’s own serious health condition which makes the employee unable to perform the essential functions of his or her job; or
● The care of a “covered service member,” which is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment,
recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary
disability retired list, as a result of a serious injury or illness; or a veteran who is undergoing
medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member
of the Armed Forces, including a member of the National Guard or Reserves, at any time during
the five (5) year period preceding the date on which the veteran obtains that medical treatment,
recuperation, or therapy, when the eligible employee is the spouse, son, daughter, parent, or next
of kin (i.e. nearest blood relative) of the covered service member; or

- Any qualifying need arising out of the fact that the employee’s parent, child, or spouse is on
  “covered active duty” (or has been notified of an impending call or order to “covered active
duty”) in the Armed Forces. “Covered active duty” is defined as duty during the deployment of
the service member with the Armed Forces to a foreign country.

**Definitions**

- A “serious health condition” is an illness, injury, impairment, or physical or mental condition that
  causes a period of incapacity resulting in:
  - The need for inpatient care in a hospital, hospice, or medical care facility, and any subsequent
treatment in connection with such inpatient care;
  - Absence from work, school, or other regular activities for more than three (3) consecutive,
full calendar days and requiring continuing treatment or supervision by a healthcare provider
at least once within seven (7) days of the first day of incapacity and (i) requires either a
regimen of continuing treatment initiated by the health care provider during the first treatment
or (ii) a second in-person visit to the health care provider for treatment (the necessity of
which is determined by the healthcare provider) within thirty (30) days of the first day of
incapacity.
  - The need for continuing treatment or supervision by a healthcare provider for a condition so
serious that, if not treated, would likely result in a period of incapacity of more than three
calendar days and requires visits for treatment by a healthcare provider at least twice a year;
or
  - The need for continuing treatment or supervision by a healthcare provider for prenatal care.
The employee husband of a pregnant spouse is entitled to FMLA leave for prenatal care.

- A “serious injury or illness” in the case of a covered service member who is a member of:
  - The Armed Forces means an injury or illness, that was incurred by the service member in the
line of duty while on active duty in the Armed Forces, or an injury or illness that existed
before the beginning of the member’s active duty and was aggravated by service in the line of
duty while on active duty in the Armed Forces, and that may render the service member
medically unfit to perform the duties of the member’s office, grade, rank, or rating; and,
  - In the case of a covered service member who is a veteran of the Armed Forces, a “serious
injury or illness” means a qualifying (as defined by the Secretary of Labor) injury or illness
that was incurred by the service member in the line of duty while on active duty in the Armed
Forces, or an injury or illness that existed before the beginning of the service member’s active
duty and was aggravated by service in the line of duty while on active duty in the Armed
Forces, and that manifested itself before or after the member became a veteran.
● A qualifying need is defined as:
  o short notice deployment;
  o attending military events and activities;
  o arranging for alternative childcare or school activities;
  o addressing financial and legal arrangements;
  o attending counseling;
  o rest and recuperation;
  o attending post-deployment activities within ninety (90) days following the termination of the
    covered military member’s covered active duty status; and,
  o addressing other events which arise out of the covered military member’s covered active duty
    or call to covered active duty (provided that the employer and employee agree that such leave
    shall qualify as an exigency, and agree to both the timing and duration of the leave).

● Employees should consult with Human Resources to determine whether an exigency qualifies for
  FMLA leave.

**Leave Period**
Eligible employees may take up to twelve (12) weeks of unpaid leave in a 12-month period, or twenty-six
(26) weeks in a single 12-month period in the event the leave is taken to care for a covered service
member, on a per-covered-service member, per-injury basis. The 12-month period is a rolling 12-month
period, measured backwards from the date the employee intends to commence a requested FMLA leave,
or in the case of leave to care for a covered service member, measured forward from the date an
employee’s leave to care for the covered service member began, unless otherwise required by applicable
law. If an employee takes military caregiver leave to care for more than one covered service member or
to care for the same covered service member who has incurred a subsequent serious injury or illness, and
if the single 12-month periods involved overlap with each other, the employee may take no more than
twenty-six (26) weeks of leave in each single 12-month period. If an employee does not take all of the
twenty-six (26) weeks of military caregiver leave during the applicable single 12-month period, the
balance is forfeited and no carry-over is permitted. During any single 12-month period, the employee’s
total leave entitlement is limited to a combined total of twenty-six (26) weeks for all qualifying reasons.

If the District employs both spouses, the aggregate FMLA leave taken by both spouses for the same
qualifying reason may not exceed twelve (12) weeks, or twenty-six (26) weeks in the event the leave is
taken to care for a covered service member.

Eligible employees may take FMLA leave in full week increments, up to twelve (12) consecutive weeks,
or up to twenty-six (26) consecutive weeks in the event the leave is taken to care for a covered service
member. Employees also may take intermittent or reduced-schedule FMLA leave where medically
necessary for a serious health condition of the employee or a sick family member; to care for a covered
service member; or in connection with any qualifying exigency as defined above. In addition, employees
may take intermittent or reduced-schedule leave with the District’s approval for other qualifying reasons.
If an employee takes intermittent or reduced-schedule FMLA leave for the serious health condition of the
employee or a sick family member, to care for a covered service member, or due to a qualifying exigency,
the District may require that the employee transfer temporarily to an alternative position so as not to
unduly disrupt the District’s operations while the employee is on the reduced or intermittent schedule.

Intermittent or reduced-schedule FMLA leave may not be taken in increments of less than one hour.
Reduced-schedule or intermittent leave time is calculated as a percentage of the employee’s normal work
week. Therefore, an employee who normally works thirty (30) hours per week and takes ten (10) hours of
FMLA leave in one (1) week, will have used one-third of a work week of FMLA leave. For employees
who work variable hours, the normal work week is determined by the average hours worked per week by
the employee during the twelve (12) weeks prior to the start of the employee’s leave.

**Continuation of Benefits**

Employees on FMLA leave are entitled to maintain insurance coverage through the District’s group
health plan under the same terms and conditions that apply to employees who are not on leave. The
District reserves the right to recover from the employee any group health plan premium payments it
makes during any unpaid portion of the employee’s FMLA leave if the employee fails to return to work at
the end of the planned leave period, unless the employee’s failure to return to work was due to
circumstances beyond the employee’s control. Vacation time, personal time, and other service-related
benefits do not accrue during unpaid FMLA leave. Use of FMLA leave will not result in the loss of any
benefit that accrued prior to the start of an employee’s leave.

**Reinstatement**

Upon return from FMLA leave, most employees are entitled to reinstatement in the same or equivalent
position with equivalent pay, benefits, and terms and conditions of employment. In some cases,
reinstatement may be denied. Reinstatement may be denied if:

- The District eliminates the employee’s position while the employee is on leave and would have
  eliminated the position even if the employee had not been on leave; or
- The employee is a “key employee” (one of the highest paid 10% of all employees within a 75-
  mile radius of the employee’s worksite) and reinstatement of the employee would cause
  substantial and grievous economic harm to the District’s operations; or
- The employee fails to provide the District with the required fitness-for-duty certification, as
described herein.

**Notice and Certification Requirements**

Employees requesting FMLA leave must give thirty (30) days written notice, including the anticipated
timing and duration of the leave, if the need for the leave is foreseeable. Where the need for leave is
foreseeable due to the covered active duty or impending call or order to covered active duty of a parent,
child, or spouse, employees must give such notice as soon as practicable. Failure to do so will result in
denial of leave until proper notice is given. If the need for the leave is not foreseeable, employees must
give notice as soon as is practicable under all the circumstances. Employees requesting FMLA leave
should complete an FMLA leave application form and return it to Human Resources. Employees must
provide sufficient information for the District to determine if the leave is FMLA-qualifying, and must
inform the District if the requested leave is for a reason for which FMLA leave was previously taken or
applied. Employees generally must comply with the District’s procedures for reporting absences when requesting leave for an FMLA-qualifying reason.

Employees requesting leave (other than to care for a covered service member or for a qualifying exigency) may be required to provide medical certification from a health care provider. Human Resources may, after providing the employee with an opportunity to cure any deficiencies, contact the health care provider for verification or clarification of a medical certification. In addition, the District, at its sole discretion, may require second or third opinions of medical certification at the District’s expense. Failure to provide the required pre-leave medical certification may result in denial of leave until such certification is provided. Employees may also be required to provide periodic re-certification, as permitted by applicable law, and/or certification of fitness-for-duty, which must address the employee’s ability to perform essential job functions. If the leave is to care for a covered service member, the District may require a certification from an authorized health care provider of the covered service member. The District may seek verification or clarification of the certification as set forth herein, but may not seek second or third opinions of the certification.

The first time an employee requests leave because of a qualifying exigency, the District may require the employee to provide a copy of the covered military member’s covered active duty orders or other documentation issued by the military which indicates that the covered military member is on covered active duty status. Employees requesting leave for a qualifying exigency will be required to provide a certificate including a signed verification or description of appropriate facts sufficient to support the need for leave; the approximate date on which the qualifying exigency commenced or will commence; the beginning and end dates of the absence if on a continuous basis; an estimation of the frequency or duration of the exigency if on an intermittent or reduced schedule basis; and, if the qualifying exigency involves a meeting with a third party, the contact information and brief description of the purpose for the meeting.

The District will advise employees requesting a leave of absence whether they are eligible for FMLA leave and whether the requested leave qualifies under the FMLA. If the employee is eligible and the leave qualifies, the District will provide the employee with a notice of the employee’s rights and responsibilities and a calculation of the leave to be counted against the employee’s FMLA entitlement. If an employee is not eligible, or the leave does not qualify, the District will advise the employee of the reason.

**Substitution of Paid Leave**

Once an FMLA leave is granted, the District, to the extent permitted by law, requires the employee to exhaust all available paid sick time. The employee may elect to use additional paid leave including, but not limited to, accrued vacation, personal, and conditional time, during their FMLA leave. In order to apply paid leave, the employee must conform to the terms and conditions of the applicable District paid leave policy.
Complaints
It is unlawful to, and the District will not, interfere with, restrain, or deny the exercise of any right provided under the FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA, or for involvement in any proceeding under or relating to the FMLA. Employees who believe that their rights under the FMLA have been violated may file a complaint with the United States Department of Labor or bring a private lawsuit.

This policy statement on The Family and Medical Leave Act of 1993 is intended to summarize the basic provisions of the FMLA. Employees should address specific questions to Human Resources.

Holidays
Assistants
Full-time employees will be paid for three (3) holidays during the school year, Thanksgiving Day, Christmas Day and New Years Day.

Classified
- All full-time employees who work twelve months will be entitled to fourteen (14) paid holidays during the school year.
- All full-time employees who work ten months and begin their work year prior to Labor Day shall be entitled to thirteen (13) paid holidays during the school year.
- Employees will receive a calendar at the beginning of the school year which will designate the paid holidays.

All full-time employees will be permitted to leave their assignments one hour early prior to the following holidays:
- Independence Day
- Thanksgiving
- Christmas
- Easter

Food Service
Full-time food service employees will be paid for six (6) holidays during the school year. Full-time employees will be paid their full-time hours for Christmas Day and New Year’s Day, Good Friday, Memorial Day, and Thanksgiving Day (2 days for Thanksgiving).

Jury Duty
Jury Duty for employees will be paid for in accordance with Policy 342. Employees called to serve on jury duty are authorized to be absent for this purpose and shall receive as compensation the difference between their regular salary and the salary provided for jury duty. Employees will receive full salary providing they agree to turn over to the School District the compensation (not including reimbursement for expenses) received for serving on jury duty.
Employees shall report for work in the district on any day when their presence is not required for jury duty. Employees shall inform their immediate supervisor of their jury duty date(s) and request the required date(s) electronically. Employees must submit to their supervisor a record from the court of the number of days served.

**Military Leave**

It is the Pottstown School District’s policy to support the National Guard and Reserves. The District employees’ job and career opportunities are not limited or reduced because of their service in the Guard or Reserve. District employees will be granted leaves of absence for military training and/or duty in the Guard or Reserve without sacrifice of vacation time and as outlined below. Request for military leave must be made to Human Resources in advance, stating the leave date and location. All requests must be approved, in writing, by the Superintendent or designee.

An employee performing annual active training duty in order to maintain Reserve status, eligibility for promotion, or military retirement status, or an employee called for active duty during a civil emergency, will be granted a leave for that period of service in accordance with federal and state laws and implementing regulations.

The District will continue to provide benefits to employees on eligible military leave pursuant to federal and state law. Furthermore, employees may be entitled to reinstatement upon completion of military service pursuant to federal and state law. Upon completion of military service, employees must promptly notify Human Resources of their intention to return to work. An employee’s failure to do so may preclude his/her re-employment.

A Military Leave of Absence is defined as a leave for military reserve training or call to military service in time of national or state emergency. With regard to employees who are required to take a Military Leave of Absence, PSD is committed to full compliance with the Uniformed Services Employment and Reemployment Rights Act, the Pennsylvania Military Leave of Absence Act, and any other applicable statute or regulation.

**Personal Days**

Assistants hired prior to November 1, 2011, are entitled to one (1) personal day per year. In their tenth year of service and beyond, assistants are entitled to two (2) personal days per year. Personal days do not accumulate. Assistants hired on or after November 1, 2011, are not entitled to personal days.

Requests for personal leave of absence shall be requested electronically.

The following conditions govern the approval of a request for a personal day:

- Assistants requesting personal leave shall submit their request electronically at least five (5) calendar days in advance. Approved personal leave days will not be canceled without two (2) working days notice.
• Personal leave days may not be used the working day before or the working day after the December winter vacation or the spring vacation.
• Personal leave days may not be used in conjunction with an unpaid leave of absence.
• No personal leave days may be used the first ten (10) working days of the school term or the last ten (10) working days of the school term. Exceptions will be made for approved days that fall on in-service days and/or the working day before or the working day after the winter vacation and/or the spring vacation that have been scheduled after the approval of the personal day.
• No reason will be required of the Assistant regarding the request for personal leave.
• Assistants shall not request a personal leave day for any reason that may reflect negatively on either the Assistant’s profession or the Board.
• Any unused personal days will automatically be added to the student service employee sick leave.

Sick Leave
Beginning July 1, 2014, all accumulated sick leave will be converted from days to hours for all non-instructional staff that don’t require AESOP to attempt substitute coverage. The hour conversion will be directly proportional to the number of hours an employee works per day. The following chart serves as a guideline for the conversion:

<table>
<thead>
<tr>
<th>Number of Hours worked per day</th>
<th>Number of sick days granted per year</th>
<th>Conversion of days to hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours</td>
<td>10 days</td>
<td>40 hours</td>
</tr>
<tr>
<td>5.5 hours</td>
<td>10 days</td>
<td>55 hours</td>
</tr>
<tr>
<td>7 hours</td>
<td>10 days</td>
<td>70 hours</td>
</tr>
<tr>
<td>7.5 hours</td>
<td>10 days</td>
<td>75 hours</td>
</tr>
<tr>
<td>8 hours</td>
<td>10 days</td>
<td>80 hours</td>
</tr>
</tbody>
</table>

**Conversions will be based on individual sick leave banks. For example, if an employee works 7.5 hours per day and has 25 sick days in his/her bank; the conversion would be 7.5x25=187.5 accumulated sick leave hours.

Sick leave hours shall be granted to employees hired prior to November 1, 2011, working four (4) or more hours per day at the rate indicated above.
Sick leave shall be granted to employees hired on or after November 1, 2011, working five (5) or more hours per day at the rate indicated above. First year sick leave for new employees is prorated based on date of hire. Any unused (days converted to) hours shall be accumulated from year to year and may be used without limit in the event of illness or injury.

For instructional staff, sick leave will continue to be granted on a per-day basis. For example. If a classroom assistant is hired in the summer, he/she will be granted (10) ten sick days per year, and these days will accumulate if not used. Sick leave shall be taken in increments of no less than one hour, unless a substitute is needed for the position, in which case, the increment will be no less than ½ day.
Employees who are ill and plan to use sick leave must notify their immediate supervisor/administrator or designee at least one (1) hour before their scheduled starting time. Employees failing to follow this procedure shall be subject to disciplinary action.
Sick leave may be used when the employee is prevented by illness or accidental injury outside of work. Employees may be required to present a certificate from a physician verifying that they were unable to perform their duties during the period of absence. Employees absent three (3) or more days (or equivalent number of consecutive hours) require a doctor's release to return to work. Any employee that feigns an illness or injury will be subject to dismissal.

Each full-time employee will be allowed to utilize up to three (3) days of equivalent sick leave per school year to care for his/her immediate family. Additional days may be granted at the discretion of the Superintendent. Sick days must be used in half or full day increments.

**Reporting Off**

Unless directed by their immediate supervisor of a building or department specific procedure, such as the use of the AESOP program, employees must report their personal illness days to their immediate supervisor prior to the beginning of their normal starting time. If their immediate supervisor is not available (home or work), then the employee needs to report off to their supervisor’s supervisor. Reporting off to an answering machine is not allowed. If this procedure is not followed, the sick day will be disallowed by the Superintendent of schools.

**Unpaid Leave**

Employees may be granted unpaid leave for the following reasons:

- Disaster to home or personal property.
- Serious accident or illness to a member of the immediate family.
- Birth of employee's son/daughter.
- Graduation of immediate family member from a post high school educational institution.
- Marriage of a member of the immediate family. (Restricted to one day.)
- Taking son or daughter to a college or university.
- Funeral of a close friend.
- Appearance as a plaintiff, defendant, or witness in a legal case not school connected.
- Other legitimate requests for unpaid leave may be approved by the Superintendent or designee.

**Vacation**

**Full-Time Classified Employees**

Vacation will be granted to full-time classified employees. First year vacation for new employees is prorated based on date of hire.

Employees going from part-time to full-time will be given credit for total years worked when calculating vacation. During the transition year, vacation will be prorated based on the effective date of the status change.

For continuous years of service completed by July 1, vacation will be granted as follows:
<table>
<thead>
<tr>
<th>Years</th>
<th>Days</th>
<th>Hours/Day</th>
<th>Rate per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) through Five (5)</td>
<td>10</td>
<td>5 hr</td>
<td>4.17 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>6.25 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>6.66 hours</td>
</tr>
<tr>
<td>Six (6) Years</td>
<td>11</td>
<td>5 hr</td>
<td>4.58 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>5.5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>6.88 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>7.33 hours</td>
</tr>
<tr>
<td>Seven (7) Years</td>
<td>12</td>
<td>5 hr</td>
<td>5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>6 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>7.5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>8 hours</td>
</tr>
<tr>
<td>Eight (8) Years</td>
<td>13</td>
<td>5 hr</td>
<td>5.42 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>6.5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>8.13 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>8.67 hours</td>
</tr>
<tr>
<td>Nine (9) Years</td>
<td>14</td>
<td>5 hr</td>
<td>5.83 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>7 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>8.75 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>9.33 hours</td>
</tr>
<tr>
<td>Ten (10) through Fifteen</td>
<td>15</td>
<td>5 hr</td>
<td>6.25 hours</td>
</tr>
<tr>
<td>(15) Years</td>
<td></td>
<td>6 hr</td>
<td>7.5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>9.38 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>10 hours</td>
</tr>
<tr>
<td>Sixteen (16) Years</td>
<td>16</td>
<td>5 hr</td>
<td>6.67 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>8 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>10 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>10.67 hours</td>
</tr>
<tr>
<td>Seventeen (17) Years</td>
<td>17</td>
<td>5 hr</td>
<td>7.08 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>8.5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>10.63 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>11.33 hours</td>
</tr>
<tr>
<td>Eighteen (18) Years</td>
<td>18</td>
<td>5 hr</td>
<td>7.5 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 hr</td>
<td>9 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.5 hr</td>
<td>11.25 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8 hr</td>
<td>12 hours</td>
</tr>
</tbody>
</table>
| Nineteen (19) Years | 19 Days | 5 hr per day – Earned at the rate of 7.92 hours per month  
| | | 6 hr per day – Earned at the rate of 9.5 hours per month  
| | | 7.5 hr per day – Earned at the rate of 11.88 hours per month  
| | | 8 hr per day – Earned at the rate of 12.67 hours per month  
| Twenty (20) or More Years | 20 Days | 5 hr per day – Earned at the rate of 8.33 hours per month  
| | | 6 hr per day – Earned at the rate of 10 hours per month  
| | | 7.5 hr per day – Earned at the rate of 12.5 hours per month  
| | | 8 hr per day – Earned at the rate of 13.33 hours per month  

Maximum 20 days of Vacation.

Employees working the 260 days calendar may carry over up to five (5) PROPOSED: seven (7) vacation days into the next year. These days must be used first. The days will carry over for a maximum of six months.

Requests for use of vacation days are submitted to the employee's immediate supervisor for approval.

**Full-Time Secretarial and Clerical Personnel**

218 days per year will be granted two (2) days of vacation per year. After ten (10) years of service, employees are granted one (1) additional day for a total of three (3) vacation days. After fifteen (15) years of service, employees are granted one (1) additional day for a total of four (4) vacation days. After twenty (20) years of service, employees are granted one (1) additional day for a total of five (5) vacation days.

**Full-Time Food Service Employees**

Full-time food service employees will be granted two (2) vacation days per year. Vacation days do not accumulate. Requests for use of vacation days should be made with the employee’s immediate supervisor. After ten (10) years of service, employees are granted one (1) additional day for a total of three (3) vacation days.

**Assurance of Non-Discrimination/American Disabilities Act**

It is the policy of the Pottstown School District not to discriminate on the basis of race, color, religion, national origin, sex, age, disability, veteran’s status, genetic information or other classifications protected by applicable law.

In all hiring and employment practices, the District makes every effort to ensure that it does not discriminate against qualified individuals who have a disability. In carrying out this commitment, the District follows the terms of the general policy outlined below when making reasonable accommodations for qualified individuals with a disability.

**General Nondiscrimination Pledge**
The District prohibits any and all discrimination against a qualified individual with a disability. This includes, but is not limited to, discrimination with respect to hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment. Human Resources is responsible for implementing this policy.

Terms used in this policy have the following general meanings: (1) Disability means a physical or mental impairment that substantially limits one or more of the major life activities of an individual; (2) A disabled individual is a person who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment; (3) A qualified person with a disability means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the position that the individual holds or has applied for. The District also prohibits any discrimination against an employee because the worker has a family member with a disability. In general, benefits are made available to employees on an equal basis without regard to whether any individual has a disability.

**Reasonable Accommodation**
The District seeks reasonable accommodations for qualified individuals with disabilities that do not result in undue hardship on its business operations. Examples of some of the factors to be considered in determining whether a proposed accommodation creates an undue hardship are: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is necessary; (3) the number of persons employed at that facility; and (4) the overall financial resources of the District. Other factors also can have a bearing on whether an accommodation would create an undue hardship.

**Essential Job Functions**
For each position, in every department, the department manager and Human Resources must identify the essential functions of the position and prepare a job description that lists these essential functions. The Human Resource Department is responsible for keeping these job descriptions up-to-date and accessible.

**Safety Issues**
All employees must comply with safety rules at all times. The District makes every effort to place applicants and employees in positions for which they are qualified. However, employees and job applicants are not placed in positions where, with or without a reasonable accommodation, they would create a direct threat to the safety or health of themselves or others. The determination that an individual poses a direct safety or health threat must be confirmed by an opinion in writing from a physician or other appropriate professional.

For information about your rights or grievance procedures, contact the Title IX and 504 Coordinator, Deena Cellini, at 230 Beech Street, 610-970-6602.

**Attendance/Tardiness**
Regular and timely attendance is essential to successfully operating the PSD. As such, regular and timely attendance at work is a mandatory requirement for employment with PSD. If, for any reason, an
employee is unable to report to work, he or she must notify his or her immediate supervisor of the reason necessitating the absence or tardiness prior to the scheduled start of their workday or, if that is not possible, as soon practicable under the circumstances. Employees who leave work prior to the end of their workday must notify, and receive permission, from their supervisor. If an immediate supervisor is unavailable, the employee must notify the supervisor’s immediate designee.

Employees who are absent or tardy without providing the requisite notification will be subject to disciplinary action, up to and including termination. Employees who are absent three (3) consecutive work days without notification to his or her immediate supervisor will be deemed to have resigned their positions with the PSD and will be terminated from employment.

Employees absent three (3) or more days from work will be required to present a physician’s release to return to work. A supervisor may require a doctor’s note at their discretion if the employee requests the use of sick time.

If an attendance record indicates excessive absenteeism (even though it may be paid for under the sick leave schedule) it may be grounds for termination. Excessive absenteeism is generally defined as more than four occasions in any four consecutive months or more than six occasions in any twelve month period. When the supervisor determines that an employee has been excessively absent, the supervisor will consult with Human Resources to determine the procedure to be followed. If an employee has a physical or mental condition that may constitute a ‘disability’, as that term is defined under the Americans with Disabilities Act, he or she should bring the fact of same to the attention of the Human Resources Department so that the Human Resources Department can evaluate the condition, and what, if any, reasonable accommodation might be available in order to permit the employee to perform the principal requirements of the position, including regular attendance.

**Incllement Weather Days**
In all but rare occasions, the Administration Building and all our school buildings will be open when schools are closed for inclement weather.

**Assistants and Nurses**
Assistants and Nurses should not report for work when schools are closed for teachers and students due to inclement weather.

When schools have delayed openings or early dismissals, these employees may adjust their hours the same as teachers unless notified to the contrary. A reduction of scheduled hours for late arrival or early dismissal must either be made up (with the approval of the principal or immediate supervisor) or a deduction will be made for time lost from the next regular pay, unless otherwise and annually directed by the superintendent or designee.

**Classified**
All staff, employed on a basis beyond the student calendar, is expected to report to work on time or at
such time as the conditions will permit safe passage unless otherwise and annually directed by the superintendent or designee.

If a staff member is late, the late time must be made up, within the same payroll week, at a time agreed to by the employee’s supervisor, or be paid for only the hours worked during that pay period unless otherwise and annually directed by the superintendent or designee.

**Food Service**
Food Service personnel should not report for work when schools are closed for teachers and students due to inclement weather.

When schools have delayed openings, food service employees are to report to work at their regular starting times unless notified to the contrary.

When schools are dismissed early due to inclement weather, food service employees are to work their regular day unless dismissed early by the Superintendent.

Time lost due to late arrival or early dismissal may be made up with the approval of the employee’s supervisor; the time must be made up, within the same payroll week, at a time agreed to by the employee’s supervisor.

**General Information**
The superintendent may close the buildings earlier than the normal quitting time on a day school is closed for inclement weather. This time does not need to be made up.

Under normal circumstances, an employee has the following options in regards to inclement weather days:

- Follow the guidelines above.
- Take vacation hours, if available.
- Take a conditional day, if available.
- Take a non-working day, if available.
- Take an unpaid leave day.

The option to make up time on holidays or extending the ten-month work schedule beyond the normal ending time is not available.

The employees should inform their supervisor on the date of the occurrence which option they are choosing.

In rare occasions, the superintendent will close the administration building and the school buildings because of: (a) inclement weather or (b) a governmentally imposed weather emergency. This time does
not have to be made up.

If we have a severe winter, which requires the school calendar to be extended beyond the normal ending date for ten-month employees, the superintendent will make adjustments to the ten-month employees’ calendar as appropriate.

**Personal Appearance**

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the professional image PSD presents to the community, students and parents. As such, during business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Business Casual Dress for staff is the expectation of the district. *Business casual includes the following attire: dress slacks, button collared shirts (three or full button), skirts, dresses, jumpers.* Denim skirts, jumpers and dresses are acceptable. Jogging suits, sweat pants, shorts (other than knee-length or longer), work boots, sneakers, spandex, sheer or clinging fabrics, leggings, mini-skirts or mini-skorts, strapless or spaghetti-strap sundresses (without an appropriate jacket), tank tops, tube tops, underwear type t-shirts and flip flops, etc. are not appropriate and are not acceptable.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Consult your immediate supervisor if you have questions as to what constitutes appropriate attire. Violation of these guidelines will subject the employee to disciplinary action, up to and including termination.

**Sexual and Other Forms of Unlawful Harassment**

- The Pottstown School District strives to create a work environment where all individuals are treated fairly, with respect, and where personnel decisions are strictly made on the basis of job qualifications and merit.
- It is the District’s policy to employ, train, compensate, promote, and provide other conditions of employment without discrimination due to race, color, religion, national origin, sex, age, disability, veteran’s status, genetic information or other classifications protected by applicable law.
- Any form of harassment based on race, color, religion, national origin, sex, age, disability, veteran’s status, genetic information or other classifications protected by applicable law, (hereinafter “harassment”), is discriminatory and unprofessional, and will not be tolerated.

**Sexual Harassment Defined**

The definition of sexual harassment is often subject to confusion. Sexual harassment does not refer to an occasional compliment; it is defined, instead, as any unwelcome sexual advances, requests for sexual favors, and/or other verbal, graphic, or physical conduct of a sexual nature when:

- It is either explicitly or implicitly made a term or condition of an individual’s employment;
- It is used as the basis for employment decisions affecting an individual;
● It has the effect of unreasonably interfering with an individual’s work performance, or creating an intimidating, hostile, or offensive working environment for that employee or for other employees even where they are not parties to the harassment;

● It results in “reverse discrimination”; that is, it negatively affects an employee in lieu of a co-worker with whom the Supervisor is receiving sexual favors;

● Sexual harassment may include, but is not limited to:
  ○ Touching, patting, or brushing against the body;
  ○ Photos or other sexually-oriented material;
  ○ Off-color jokes;
  ○ Sexually-demeaning remarks or suggestions;
  ○ Overly familiar terms or remarks;
  ○ Offensive gestures or teasing.

**Individuals Covered Under the Non-Harassment Policy**
Harassment is a serious violation of the District’s policy which covers all the School District employees. The District will not tolerate, condone, or allow harassment, whether engaged in by fellow employees, supervisors, managers, customers, or other non-employees who conduct business with the District. The District encourages the reporting of all incidents of harassment, regardless of who the offender may be.

**Reporting a Complaint**
While the District encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his/her behavior is unwelcome and discriminatory, the District also recognizes that such a confrontation is not always appropriate or advisable. The following steps should be followed in reporting harassment:

● **Notification of Appropriate Staff**
  ○ Individuals who believe they were subject to harassment should report the incident to their supervisor or any member of the administration.
  ○ If a supervisor receives a complaint in a formal or informal manner or observes conduct which s/he believes may constitute harassment, the supervisor should immediately inform Human Resources.
  ○ In the event that a supervisor is the alleged harasser, the complaining employee may report the incident directly to Human Resources.

● **Description of Misconduct**
  Oral reports of harassment should be reduced to writing by either the complainant or Human Resources, and signed by the complainant.

**Time Frame for Reporting a Complaint**
The District encourages prompt reporting of complaints so that a prompt response and appropriate action may be taken. The late reporting of a complaint may adversely impact the District’s ability to respond and to take appropriate action.

● **Protection Against Retaliation**
  The District may not in any way retaliate against an individual who makes a report of harassment, nor may it permit any employee to do so. Retaliation is a serious violation of this non-harassment
policy and should be reported immediately. Any person found to have retaliated against another individual for reporting harassment may be subject to the same range of disciplinary action provided for harassment offenders (see “Resolving the Complaint” below).

- **False Accusations**
  If an investigation results in a finding that the complainant falsely accused another of harassment, knowingly or in a malicious manner, the complainant will be subject to appropriate sanctions, including potential termination.

- **Investigating the Complaint**
  Any allegation of harassment brought to the attention of Human Resources will be promptly investigated in as confidential a manner as possible so as to protect the privacy of persons involved. Confidentiality will be maintained throughout the investigation process to the extent practical and appropriate under the circumstances. In pursuing the investigation, the investigator will try to honor the complainant’s wishes, but the need to completely investigate all allegations will be the paramount concern.

- **Resolving the Complaint**
  - **Sanctions**
    Employees found to have engaged in misconduct constituting harassment will be disciplined, up to and including termination of employment. In addressing incidents of harassment, the District’s response, at a minimum, will include reprimanding the offender and preparing a written record. Additional action may include: referral to counseling, withholding of a promotion, reassignment, temporary suspension without pay, financial penalties, demotion or termination. Although the District’s ability to discipline a non-employee harasser (i.e. customer, supplier) is limited by the degree of control, if any, that the District has over the alleged harasser, employees should be assured that appropriate action will be taken.
  - **Appeals Process**
    If either party directly involved in a harassment investigation is dissatisfied with the outcome or resolution, that individual has the right to appeal the decision. The dissatisfied party should submit his/her written comments in a timely manner to the Superintendent. The subsequent decision of the Superintendent shall constitute the final decision of the District.

- **Maintaining a Written Record of the Complaint**
  The District shall maintain a written record of each complaint, including how it was investigated and resolved, in a manner consistent with the District’s legal obligations.

- **Conclusion**
  The District developed this policy to ensure that all of its employees work in a harassment-free environment. The District will make every effort to ensure that all its personnel are familiar with the policy and know that any complaint received will be promptly and appropriately investigated.

**Retirement Benefit Program**
The retirement benefit program is outlined in Policy 349, which is available on the district website under the heading “Board of Education.”