



Pottstown School District

# EXEMPT GUIDELINES

Effective:

July 1, 2021 through June 30, 2024





## **Table of Contents**

Preface	6
Mission Statement	6
Equal Opportunity Employment Statement	6
ADA COMPLIANCE	7
<b>Assurance of Non-Discrimination/American Disabilities Act</b>	7
<b>General Nondiscrimination Pledge</b>	7
<b>Reasonable Accommodation</b>	7
EMPLOYMENT OVERVIEW	8
Attendance/Tardiness	8
Essential Job Functions	8
Safety Issues	9
Work Schedules	9
<b>EMPLOYEE DEFINITIONS</b>	9
Full-Time Employees	9
Part-Time Employees	9
Exempt Temporary Employees	9
Hours of Employment	10
PERSONNEL RIGHTS	10
Inspection of Personnel Files	10
Job Transfers and Promotions	10
Resignation from Position	11
Performance Evaluation	11
EMPLOYEE PROTECTIONS	11
Workers' Compensation	11
Problem Solving and Grievance Procedure	12
Progressive Discipline & Rules of Conduct	12
COMPLIANCE POLICIES	14
Policy 323 Tobacco and Vaping Products	14
Policy 815 Utilization of Technology	14
Policy 824 Maintaining Professional Adult/Student Boundaries	14
Other Trainings/Policies	14
SALARIES AND PROVISIONS	14
Compensation Period	14
	2
Exempt Guidelines	

Direct Deposit	14
Payroll Period	15
Raises	15
Tax Sheltered Annuities	15
Tuition Reimbursement	16
INSURANCE – AN OVERVIEW	16
Group Health Insurance and Prescription Drug Insurance	17
Group Dental Insurance	18
Group Health Insurance	18
Group Long Term Disability	19
Group Life Insurance	19
Group Prescription Drug Plan	20
Group Vision Insurance	20
SEPARATION OF SERVICE (Non-retirement)– PAYMENT FOR TIME EARNED	20
Sick Days	20
Separation of Service – Full-Time Employees	20
Separation of Service – Part-Time Employees	21
Death	21
Vacation Days	22
Separation of Service – Full Time Employees	22
Retirement – Full Time Employees	22
FAMILY AND MEDICAL LEAVE ACT (FMLA)	22
Eligibility	22
Qualifying Reasons	23
Definitions	23
Leave Period	24
Continuation of Benefits	25
Reinstatement	25
Notice and Certification Requirements	26
Substitution of Paid Leave	27
Complaints	27
PAID AND UNPAID LEAVES	27
Bereavement Leave ..... <i>additional guidelines on page 41 "Addendum"</i>	27
Childbearing/Childrearing Leave of Absence	28

Definitions	28
Disability for Childbearing	28
Childrearing Leave	28
Jury Duty	29
Military Leave	29
Non-Working Days	30
Personal Days	30
Sick Leave	31
Reporting Off	31
Unpaid Leave	31
Vacation	32
Holidays	33
Full-Time Employees	33
Part-Time Employees	33
RETIREMENT	33
Public School Employees' Retirement System (PSERS)	33
Notification of Retirement	34
Retirement Benefit Program	34
Sick Leave at Time of Retirement	34
Unused Vacation at Time of Retirement	35
INCLEMENT WEATHER DAYS	35
Weather Closings	35
PERSONAL APPEARANCE and UNIFORMS	36
HARASSMENT	37
Sexual and Other Forms of Unlawful Harassment	37
Sexual Harassment Defined	37
Individuals Covered Under the Non-Harassment Policy	38
Reporting a Complaint	38
Notification of Appropriate Staff	38
Description of Misconduct	38
Time Frame for Reporting a Complaint	38
Protection Against Retaliation	38
False Accusations	39
Investigating the Complaint	39

Resolving the Complaint Sanctions	39
Appeals Process	39
Maintaining a Written Record of the Complaint	39
Conclusion:	39
Appendix A	40
Salary and Raises	40
<b>Addendum: Bereavement</b> .....	41

## 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”***

## Equal Opportunity Employment Statement

Pennsylvania school districts shall not discriminate in the educational programs, activities or employment practices based on race, color, national origin, sex, disability, age, religion, ancestry or any other legally protected classification. This policy is in accordance with state and federal laws, including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and the Pennsylvania Human Relations Act. For more information about your rights or grievance procedures, contact the Title IX and 504 Coordinator, Deena Cellini at (610) 323-8200.

# ADA COMPLIANCE

## ***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.



## EMPLOYMENT OVERVIEW

### Attendance/Tardiness

Regular and timely attendance is essential to the successful operations of 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/she must notify his or her immediate supervisor of the reason for absence or tardiness prior to the scheduled start of their workday or, if that is not possible, as soon as 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 their 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 notifying his/her immediate supervisor will be deemed to have resigned their position with PSD and will be terminated from employment.
- Employees are required to report off from work each day or part thereof that they are unable to work due to illness or injury. In the event that an employee is aware that an illness or injury will require an absence for three (3) or more consecutive days, the employee may request permission from his/her immediate supervisor not to report off on a daily basis.
- Employees absent three (3) or more consecutive 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 (4) occasions in any four consecutive months or more than six (6) occasions in any twelve (12) month period. When the supervisor determines that an employee has been excessively absent, the supervisor will consult with the Human Resource office 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/she should bring the fact of same to the attention of the Human Resource office so that they 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.

### 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.

## 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.

## **EMPLOYEE DEFINITIONS**

### Full-Time Employees

Employees are considered full time if they are scheduled to work 7.5 hours or more per day or a minimum of 1,425 hours per year.

### Part-Time Employees

Part-time employees are those employees who are scheduled to work fewer hours than the minimum standard 1,425 hours per year.

### Exempt 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.

A temporary employee, whose position is converted to a regular position or who is hired from their temporary position into a regular position, for purposes of seniority and benefits, will be given credit for their time worked as a temporary employee.

## Hours of Employment

The immediate supervisor shall set the hours of employment for each position. Supervisors may request that these hours be flexible depending upon the need for coverage for certain positions.

During the summer months, summer hours may go into effect. All full-time twelve (12) month employees will work the same number of hours per week they are scheduled to work during the school year, however adjustments may be made to the beginning and/or ending times or lunch periods. Employees are responsible for coordinating summer hours with their immediate supervisor.

## PERSONNEL RIGHTS

### 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. Specific details about the process by which an employee can achieve access to personnel files are contained in Board Policy 324 – Personnel Files.

### Job Transfers and Promotions

All promotion and transfer decisions are made in accordance with Board Policy 309: Assignment and Transfer. 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. The supervisor and the Superintendent or his/her designee must approve all other exceptions. 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.

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.

After a selection has been made, the Superintendent or his/her designee will coordinate a transfer date. Transfers will be coordinated for mutual agreement between giving and receiving supervisors.

The Human Resources Department will notify unsuccessful job transfer applicants who have been interviewed by the Director of Human Resources. The administration shall post most vacancies of new or vacant positions so that all employees will be aware of job openings.

### Resignation from Position

When an Exempt employee who is in a position which holds a PA Department of Education certification, an employee is expected, by law, to give Pottstown School District a minimum of sixty (60) days notice prior to leaving the district's employ. Failure to do so may result in a filing with the Pennsylvania Professional Standards and Ethics Commission as well as with the Office of General Counsel at the Department of Education.

Non-certificated employees are expected to give the district a minimum of two (2) weeks notice before vacating a position.

### Performance Evaluation

The administrator/building supervisor will meet with the employee annually for the purpose of conducting an evaluation and performance review for his or her work.

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.

Per appropriate Pennsylvania School Law, Psychologists, Occupational Therapists, and Physical Therapists, and other PA Department of Education certified employee types may be evaluated as professional employees, specifically a non-teaching professional.

## EMPLOYEE PROTECTIONS

### 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 the Benefits' Office.

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 ensure 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.

## 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;
- Making threats or threatening gestures;
- Creating a threatening work environment

**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.**

## COMPLIANCE POLICIES

### *Policy 323 Tobacco and Vaping Products*

The Pottstown School District has a smoke free work place. Smoking, vaping, or other use of tobacco or tobacco-based products on school grounds is a violation of state law, and constitutes a summary offense. The -Board Policy 323, entitled Tobacco and Vaping Products is available on the District website.

### *Policy 815 Utilization of Technology*

The Board Policy 815, entitled Utilization of Technology is available on the District website. This policy outlines the philosophy, operations, appropriate, and inappropriate uses of technology in the district.

### *Policy 824 Maintaining Professional Adult/Student Boundaries*

Knowing the difference between appropriate and inappropriate relationships and interactions between staff and students is critically important. Board Policy 824, Maintaining Professional Adult/Student Boundaries, which outlines appropriate interactions can be found on the district website.

### *Other Trainings/Policies*

During your employment in the district you will be expected to participate in several mandatory trainings. These trainings will usually be made to you electronically. Many of them require periodic reviews for compliance. You will be notified of these trainings. It is then your responsibility to complete them in their totality. Failure to do so could lead to disciplinary procedures including termination.

## SALARIES AND PROVISIONS

Job descriptions and evaluation criteria have been established to determine position classifications and minimum/maximum salaries for each classification. Pay increases will be determined solely at the discretion of the school board.

### Compensation Period

10- month employees have the option to spread their compensation over a 12-month period. Employees hired after July 1st will have their pay spread over 10 months. This can be changed during the next Open Enrollment period for the following year.

### Direct Deposit

All employees shall have their pay directly deposited into their bank accounts. Employees will have access to an electronic itemized statement of wages when PSD makes direct deposits.

## Payroll Period

Exempt employee salaries are paid over twenty-six (26) pays per year. In some years, because of the way the calendar falls, Exempt employees will be paid over twenty-seven (27) pays per year. In these years, employees will be notified in advance of the first pay period of the school year. 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 (FICA) taxes are deducted and deposited to 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 the Payroll office 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.

## Raises

Wages will be determined at the time of hire based on the classification of a position as well as the skill, expertise, and expectations of the position and the selected candidate. The District will work to attain equity among other “like-positions” throughout the county with regard to compensation. In order to attain equity, the board will allot 2% of all exempt staff salaries to be equitably distributed among the members of said group. This will not be reflected as an equal raise to all members but instead, will be reflected as a tool to better distribute the allotment to gain greater equity. The raise will go into effect on July 1 for the next school year of each year of these guidelines.

2021-2022 – 2%

2022-2023 – 2%

2023-2024 – 2%

## 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 \$3,000 per school year. All courses taken by employees must be pre-approved by the Superintendent or his/her designee 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 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 the employees have earned a grade of "B" 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.

## INSURANCE – AN OVERVIEW

The following information applies to Group Health Insurance, Prescription Drug Insurance, Dental Insurance, and Vision Insurance.

- Upon 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 July 1, 2012, are deemed to be an eligible dependent if they do not have access to an employee sponsored health plan.
- Married couples, both working for the District, shall be entitled to one benefit plan with no provision for reimbursement for waiving of benefits by one spouse.
- 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 any time throughout the term of these guidelines, to reduce the deduction frequency from 26 payments to 22 payment.
- The District shall have the ability, at any time 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

#### 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 children up to (but not including) age twenty-six (26).

Part-time employees hired on or after July 1, 2012, working five (5) or more hours per day or the equivalent weekly hours 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 July 1, 2012, PSD will provide group health insurance Core Plan and optional buy-up plans.

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 on or after July 1, 2012, working five (5) or more hours per day or the equivalent weekly hours 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.

For each year, the Full-Time employee shall contribute a sum, per pay period toward the total cost of the premium for the Core Plan based on 26 pays per year.

**Contribution Rates per Pay (based on 26 pays)**

	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
Single	\$50	\$50	\$50
Eligible Employee & Child	\$53	\$57	\$60
Eligible Employee & Children	\$60	\$70	\$80
Eligible Employee & Spouse	\$60	\$70	\$80
Family	\$63	\$77	\$90

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 Long Term Disability**

A Long Term Disability plan will provide 60% per month of salary integrated with primary Social Security, to a maximum of \$6,000 per month, after a designated waiting period, until age 65.

**Group Life Insurance**

The School District will provide term life insurance for each full-time employee in the amount of \$50,000.

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 on or after July 1, 2012, working five (5) or more hours per day or the equivalent weekly hours 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 on or after July 1, 2012, working five (5) or more hours per day or the equivalent weekly hours may purchase vision insurance; premium contributions will be based on regularly scheduled work hours.

## SEPARATION OF SERVICE (Non-retirement)– PAYMENT FOR TIME EARNED

### Sick Days

#### 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.
- Only sick time earned while working at Pottstown School District will be considered

for this distribution.

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. Twenty dollars (\$20) 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.
- Only sick time earned while working at Pottstown School District will be considered for this distribution.

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.

#### 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.

Only sick time earned while working at Pottstown School District will be considered for this distribution.

## Vacation Days

### Separation of Service – Full Time Employees

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 – Full Time Employees

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.

## FAMILY AND MEDICAL LEAVE ACT (FMLA)

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:

- Have worked for the employer for at least *12 months*;
- Have at least *1,250 hours of service* for the employer during the 12 month period immediately preceding the leave\*; and
- Work at a location where the employer has at least *50 employees within 75 miles*.

## 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:
  - short notice deployment;
    - attending military events and activities;
    - arranging for alternative childcare or school activities;
    - addressing financial and legal arrangements;
    - attending counseling;
    - rest and recuperation;

attending post-deployment activities within ninety (90) days following the termination of the covered military member’s covered active duty status; and, 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 the 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 workweek. 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.

While sick days may be used for either the illness of the employee or the short-term illness of a family member, no more than five (5) paid sick days may be used for a sick family member under FMLA provisions

## 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.

## PAID AND UNPAID LEAVES

### Bereavement Leave

Employees may be granted up to five (5) days leave for death in the immediate family. Immediate family is defined as father or mother [including step or in-law]; husband, wife, brother or sister [including step or in-law]; son or daughter [including step or in-law]; grandchild 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, grandparent. ***The employee shall notify his/her immediate supervisor of the request for leave.***

The Board retains discretion to rescind the allowance of paid bereavement leave if the Pennsylvania School Code or law in the Commonwealth of Pennsylvania changes to

exclude paid bereavement leave.

## Childbearing/Childrearing Leave of Absence

The Board of School Directors will grant a childbearing/childrearing leave of absence to full-time employees who qualify under the following:

### Definitions

- Childbearing – That period of time during which an employee is physically disabled as a result of pregnancy and cannot perform her usual assigned duties.
- Childrearing – That period of time during which an employee is no longer physically disabled, but continues on unpaid leave of absence, caring for the needs of her child. This particular paragraph shall be equally applicable to the mother and the father in accordance with the current laws and regulations and include children by birth or adoption.

Employees anticipating the birth of a child must apply in writing to the Human Resource office for childbearing leave of absence as soon as pregnancy is confirmed by a physician but shall make application not later than three (3) months after confirmation. This written notification shall include a statement indicating the anticipated date when the childbearing leave will begin.

An expectant mother will begin a childbearing leave of absence at such time as her physician indicates that continued employment would be detrimental to the employee.

### Disability for Childbearing

- During the period of disability for childbearing, the employee shall be entitled to the same pay and benefits as other temporarily disabled employees providing the employee has sufficient sick leave days to cover the period of disability.
- The period of disability for childbearing shall be assumed to be six (6) weeks.
- Exceptions to this six (6) week period will be granted on an individual basis by the Human Resource office depending upon justification and documentation from a physician. The Board of School Directors may require a review and examination by a selected physician.

Employees not requesting a childrearing leave are expected to return to work at the conclusion of the six (6) week disability period. The Human Resource office may request a statement from a physician stating that the employee is physically able to return to active employment.

### Childrearing Leave

An approved childrearing leave of absence shall be in effect for a maximum of twelve (12) months following the birth of a child. At the discretion of the Board of School Directors, the childrearing leave of absence may be extended up to an additional twelve (12) months. The Board will consider no additional extensions.

The employee shall notify the Human Resource office in writing of their intention to return to work at least forty-five (45) calendar days prior to the expiration of the childbearing/childrearing leave of absence. The Human Resource office may request a physician's statement indicating that the employee is physically able to return to active employment. This forty-five (45) calendar day timeline also applies to the employee who chooses not to return at the expiration of the childbearing/childrearing leave of absence. Failure to provide the required minimum forty-five (45) day notice to the Human Resources

Department, may cause the district to deny the request for an extension.

Except for the specific period of disability associated with childbearing, an employee on childrearing leave of absence shall be considered on a leave of absence without pay. The employee while on unpaid leave of absence shall not be entitled to any benefits, accumulation or use of sick leave, salary increments or payments on behalf of the employee to the Public School Employees' Retirement System.

Upon return to employment following a childbearing/childrearing leave of absence, the Pottstown School District shall offer the employee the position she held prior to the childbearing/childrearing leave of absence or a substantially equivalent position.

### 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.

### Non-Working Days

Non-working days occur for 260-day employees in any year in which the July 1 through June 30 calendar contains more than 260 working days. Non-working days are days when an employee is not scheduled to work. These days are in addition to paid holidays and paid vacations. However, the employee does not receive any compensation for non-working days.

Non working days may also be granted to employees working less than 260 days based on work schedules with the approval of the supervisor.

At the beginning of the school year, employees will be advised of any non-working days for the year.

### Personal Days

*Effective in the 2021-2022 school year, full-time exempt staff will earn personal days instead of conditional days.*

Full-time exempt employees may be eligible for the following days of personal leave:

<b>Years of Service</b>	<b>Personal Days Available</b>
1-9	2
10-19	3
20+	4

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

- Requests must be submitted electronically, at least five (5) calendar days in advance.
- Personal leave days may not be used in conjunction with an unpaid leave of absence.
- No reason will be required of the employee regarding the request for personal leave.
- Any unused personal days will automatically be added to the employee's sick leave. Employees shall not request a personal leave day for any reason that may reflect negatively on either the employee's profession or the Board.

The following conditions govern the approval of a request for all personal days for Exempt staff who provide direct services to students.

- Employees may not take a personal day on an in-service day or in-service half-day when they are expected to work based on their work calendar
- Personal leave days may not be used the working day before or the working day after the winter vacation or the spring vacation.
- 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.

- Upon approval from the Superintendent or designee, exceptions to the above parameters may be made for situations meeting the criteria governing unpaid leave.

## Sick Leave

Effective July 1, 2013, sick leave shall be granted to employees as follows:

- 12 month (260 day) employees – twelve (12) days per year
- 10 month (190-225 days) – ten (10) days per year

Payment for sick leave will be based on the daily rate of the employee.

During the first whole or partial year of employment, sick leave accrues at the rate of one (1) day for every month of days worked to a maximum of twelve (12) days.

Any unused days shall be accumulated from year to year and may be used without limit in the event of illness or injury. Employees who are ill and plan to use a day of 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 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 require a doctor's release to return to work. Any employee that feigns an illness or injury will be subject to dismissal.

While sick days may be used for either the illness of the employee or the short-term illness of a family member, no more than five (5) paid sick days may be used for a sick family member under FMLA provisions.

Any exceptions must be Board approved. The Board retains discretion to rescind the distribution of paid sick leave if the Pennsylvania School Code changes to exclude paid sick leave.

## Reporting Off

Unless directed by their immediate supervisor of a building or department specific procedure, 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 considered an unpaid day and disciplinary action may be considered by the Human Resource office. Employees must also properly record any time off using the appropriate software (Frontline, Employee Access Center, etc).

## 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

Vacation will be granted to full-time employees scheduled to work a minimum of 225 days. First year vacation for new employees is prorated based on date of hire. Vacation days are front-loaded for employees hired after 2006. If an employee leaves the district, the vacation days will be prorated based on the amount of vacation earned and used.

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.

Full-time employees scheduled to work 260 days, for continuous years of service completed by the start of the scheduled work year, vacation will be granted as follows:

Year 1	10 days	Earned at the rate of 0.833 days per month and rounded to the next highest half- day
Year 2	11 days	Earned at the rate of 0.917 days per month and rounded to the next highest half-day
Year 3	12 days	Earned at the rate of 1.000 days per month and rounded to the next highest half- day
Year 4	13 days	Earned at the rate of 1.083 days per month and rounded to the next highest half-day
Year 5	14 days	Earned at the rate of 1.167 days per month and rounded to the next highest half- day
Year 6	15 days	Earned at the rate of 1.250 days per month and rounded to the next highest half-day
Year 7	16 days	Earned at the rate of 1.333 days per month and rounded to the next highest half- day
Year 8	17 days	Earned at the rate of 1.416 days per month and rounded to the next highest half-day
Year 9	18 days	Earned at the rate of 1.500 days per month and rounded to the next highest half- day
Year 10 and beyond	20 days	Earned at the rate of 1.666 days per month and rounded to the next highest half-day

Employees will receive a maximum of 20 days of vacation when at the highest level of 10 consecutive years or more.

Employees working the 260-day calendar may carry up to seven (7) vacation days into the

next year. These days must be used first. The days will carry over for a maximum of six (6) months.

Full-time employees scheduled to work 225 days will be granted five (5) days of vacation for years 1 through 6 of continuous employment; six (6) days of vacation for years 7 through 12 of continuous employment; seven (7) days of vacation for years 13 – 18 of continuous employment; eight (8)-days of vacation for years 19 and beyond. All vacation is based on continuous years of employment. Any break in employment will restart the vacation structure.

Years 1 - 6	5 days	Earned at the rate of 0.417 days per month and rounded to the next highest half-day
Years 7 - 12	6 days	Earned at the rate of 0.500 days per month and rounded to the next highest half-day
Years 13 - 18	7 days	Earned at the rate of 0.583 days per month and rounded to the next highest half-day
Year 19 and beyond	8 days	Earned at the rate of 0.667 days per month and rounded to the next highest half-day

Any exceptions must be Board approved

## Holidays

### Full-Time Employees

All full-time employees who work twelve (12) months/ 260 days will be entitled to fourteen (14) paid holidays.

Employees' calendar will be posted on the intranet 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 (1) hour early prior to the following holidays:

- Independence Day
- Thanksgiving
- Christmas
- Easter

Any exceptions must be Board approved

### Part-Time Employees

Part-time employees are not entitled to paid holidays.

## 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 qualify.

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

For more information on PSERS, please go to [www.psers.pa.gov](http://www.psers.pa.gov)

## Notification of Retirement

Employees planning to retire at the end of the school year shall notify the Human Resource office 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 Human Resource office in writing at least seventy-five (75) calendar days prior to the effective date of retirement, if retirement is scheduled during a school year.

The Board of School Directors for reasons of illness or urgent family circumstances may waive these requirements for notice of intent.

## Retirement Benefit Program

Retiring employees, with at least ten (10) years of service will receive \$150 per year of service to Pottstown School District. This one-time payment shall be paid into a 403(b). To be eligible for this benefit, employee must give appropriate notification of retirement (see above).

## Sick Leave at Time of 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. For Full-Time Employees, fifty dollars (\$50) shall be the value of each unused sick day when paid into a 403(b). When paid directly to the retiring employee, forty dollars (\$40) shall be the value of each unused sick day. For Part-Time Employees, twenty-five dollars (\$25) shall be the value of each unused sick day when paid into a 403(b). When paid directly to the retiring employee, twenty dollars (\$20) shall be the value of each unused sick day.

To be eligible for payment of unused accumulated sick leave, 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 years of service credits with the Public School Employees' Retirement System

The amount of accumulated sick leave pay for those employees retiring shall be a maximum of 300 days and the dollar value shall be determined as follows:

- Paid to 403(b)

- Full-Time Employees – By multiplying \$50 x the number of days of accumulated sick leave.
- Part-Time Employees – By multiplying \$25 x the number of days of accumulated sick leave.
- Paid directly to employee
  - Full-Time Employees – By multiplying \$40 x the number of days of accumulated sick leave.
  - Part-Time Employees – By multiplying \$20 x the number of days of accumulated sick leave.

The number of days of accumulated sick leave shall refer only to those days earned while employed by the Pottstown School District. 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 sixty (60) days of the last date employed.

### Unused Vacation at Time of Retirement

At the 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 following options:

- Receive a payment for the earned days. (The current daily rate of pay times the number of unused days.)
- Advance the vacation days – the retiring employee can elect to take vacation days 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 days they have used, they will owe the District for time taken. If their earned days exceed their days used, they will receive payment for this time.

## INCLEMENT WEATHER DAYS

### Weather Closings

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

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

On rare occasions, the Superintendent will close the administration building and all

school buildings because of inclement weather or a governmentally imposed weather emergency. For 260-day employees, this time does not have to be made up.

All Exempt 260-day staff are expected to report to work on time or as safely as conditions permit.

Under normal circumstances, a 260-day employee has the following options in regards to inclement weather days: (1) report on time as safely as conditions permit; (2) take a vacation day, if available; (3) take a non- working day, if available; (4) take an unpaid leave day.

An Exempt staff employee must inform their supervisor on the date of the occurrence which option they are choosing.

Exempt staff do not have the following options: (1) sick days, unless actually ill (may need to provide physician's excuse); (2) make up time on holidays or extending the ten-month contract beyond the normal ending time; (3) compensatory time.

If we have a severe winter which requires the school calendar to be extended beyond the Exempt staff's normal ending date for ten (10) month employees, the Superintendent or designee will make adjustments to the ten (10) month employees' calendar as appropriate.

## PERSONAL APPEARANCE and UNIFORMS

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.

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.

Business Casual Dress for staff is the expectation of the district. *Business casual includes the following attire: dress slacks, button collared shirts 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. Certain items of jewelry should not be worn in work environments where they may create a hazardous condition for the employee (ex. large earrings, hoop earrings, nose ring/bar, etc.). The determination of what may be hazardous will be the discretion of the principal, supervisor, or director.

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.

## HARASSMENT

### Sexual and Other Forms of Unlawful Harassment

Board Policy 104 – Nondiscrimination in Employment Practices detail the definitions and process:

- 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.



## Appendix A

### Salary and Raises

The minimum and maximum are reflective of county averages and other work force data. Salaries and salary increases will be based on the goal of equity for "like positions". There should not be an expectation that the maximum salary listed will be achieved by any individual in the organization.

Position	Classification	Minimum	Maximum
Accounts Payable and Payroll Specialist	Exempt	\$ 45,000.00	\$ 58,500.00
Assistant Director of Technology	Exempt	\$ 56,500.00	\$ 75,000.00
Athletic Trainer	Exempt	\$ 50,000.00	\$ 59,000.00
BCBA	Exempt	\$ 60,000.00	\$ 69,000.00
Child Accounting and PIMS Specialist	Exempt	\$ 42,000.00	\$ 67,000.00
COTA	Exempt	\$ 35,000.00	\$ 55,000.00
Data Systems Specialist	Exempt	\$ 62,000.00	\$ 94,561.00
District Grant Writer/21st Century Development Specialist	Exempt	\$ 55,000.00	\$ 67,000.00
Family Services Coordinator	Exempt	\$ 48,000.00	\$ 68,000.00
Occupational Therapist	Exempt	\$ 56,000.00	\$ 78,000.00
Payroll Coordinator/Grants Analyst	Exempt	\$ 50,000.00	\$ 70,000.00
PKC Behavior Specialist	Exempt	\$ 38,000.00	\$ 58,000.00
PKC Coach	Exempt	\$ 47,000.00	\$ 53,000.00
PKC Teachers	Exempt	\$ 44,000.00	\$ 55,000.00
School Psychologist	Exempt	\$ 60,000.00	\$ 89,648.00
Social Worker	Exempt	\$ 48,000.00	\$ 68,000.00
Student Services Program Coordinator	Exempt	\$ 38,000.00	\$ 55,000.00

## **Addendum to Exempt and Support Staff Guidelines 2021-2024**

Bereavement: (Page 26 in Exempt Guidelines; Pages 31-32 in Support Guidelines)

Employees may be granted up to five (5) days leave for death in the immediate family. Immediate family is defined as father or mother [including step or in-law]; husband, wife, brother or sister [including step or in-law]; son or daughter [including step or in-law]; grandchild 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, grandparent, aunt/uncle, niece/nephew. ***The employee shall notify his/her immediate supervisor of the request for leave.***

