

POTTSTOWN SCHOOL DISTRICT

ACT 93

ADMINISTRATORS/SUPERVISORS
SALARY AND BENEFITS AGREEMENT

JULY 1, 2015

TO

JUNE 30, 2017

POTTSTOWN SCHOOL DISTRICT
POTTSTOWN, PA

CONTENTS

Bereavement.....	21
Childbearing/Childrearing Leave of Absence.....	18
Emergency Days.....	15
Employee Assistance Program.....	6
Evaluation System.....	2
Family and Medical Leave.....	15
Flex Spending Accounts.....	8
Group Dental Insurance.....	8
Group Health Insurance.....	3
Group Life Insurance.....	8
Group Long Term Care Insurance.....	21
Group Long Term Disability.....	8
Group Vision Insurance.....	8
Holidays.....	8
Inclement Weather Days.....	20
Jury Duty.....	14
Payroll Deductions.....	14
Prescription Drug Plan.....	4
Professional Organizations (Memberships).....	14
Reimbursement for Expenses - Professional Meetings.....	13
Reimbursement for Out-of-District Transportation.....	14
Retirement: Accum. Sick Leave Payment	10
Retirement Incentive.....	11
Retirement: Health Insurance.....	7
Salary Provisions.....	2
Salary Supplement - Doctorate Degree.....	14
Severance Pay -- <i>unused sick days</i>	12
Sick Leave	9
Terms of Agreement.....	1
Tuition Reimbursement.....	13
Vacation Days.....	9
Vacation.....	9

POTTSTOWN SCHOOL DISTRICT
ADMINISTRATORS/SUPERVISORS
SALARY AND BENEFITS AGREEMENT

JULY 1, 2015 – JUNE 30, 2017

I. TERM OF AGREEMENT

This two year agreement becomes effective July 1, 2015, and ends June 30, 2017.

II. SALARY PROVISIONS

- A. An Administrator/Supervisor shall be eligible to participate through the job performance system referenced through section E of this Article and, based upon the rating received through said evaluation process, with base pay and merit pay percentage increases to be determined by the Board as part of its budget process for a given fiscal year covered by this Agreement.
- B. The yearly increase listed above will be added to the administrators/supervisors salary and become a new base for the subsequent year.
- C. Minimum and maximum salary ranges will be updated and adjusted on a yearly basis, and the latest years update will be used to determine the new minimum and maximum base salary for the subsequent year.
- D. The minimum and maximum salaries for the respective positions are as follows:

* Due to outdated salary schedule and changes in positions going forward market data will be used for salaries and new job descriptions will be updated as per Policy 301.

E. Evaluation System

1. Evaluations will be based on the following components.

- a. A job performance evaluation is based on the individual job description.
- b. Accomplishments of goals/projects.
 - (1) It will be the responsibility of the supervisor to provide feedback to the individual they are supervising at the mid-year goal update conference regarding the progress being made toward goal completion.

2. Job Performance Evaluation

- a. An administrator/supervisor will be rated through the performance evaluation system developed by the Pennsylvania Department of Education Principal Effectiveness Model. The percentage increases are to be determined by the Board as part of its annual budget process for those particular fiscal years. The terms and conditions of the performance and evaluation system may be modified, in whole or in part, at the sole discretion of the Board.

III. GROUP HEALTH INSURANCE

- A. Beginning July 1, 2015 through the end of the term of this Agreement, specific to health care coverage the ADMINISTRATOR/SUPERVISOR shall accept as the core plan whatever health insurance plan may be adopted by the Board as the core plan for any given fiscal year together with whatever increase in per pay contribution may be established by the Board to be applied toward the cost of the annual premium. In no event, however, will the ADMINISTRATOR/SUPERVISOR be required to make a greater contribution for comparable coverage to that provided to the Federation of Pottstown Teachers.
- B. In addition to the core plan established each fiscal year, the BOARD shall also make available to the ADMINISTRATOR/SUPERVISOR two additional health insurance coverage options. The ADMINISTRATOR/SUPERVISOR, in addition to the per pay contribution to be made as outlined in Subparagraph B above in any given fiscal year, shall contribute an amount equal to 100% of the difference in premium cost between the core plan established for a given fiscal year and the alternative coverage plan as may be elected by the ADMINISTRATOR/SUPERVISOR.
- C. The administrator/supervisor through mandatory payroll deductions, shall contribute as defined in Subparagraph C a co-payment for the difference between the insurance plan premium selected and the Boards contribution.
- D. The administrators/supervisors may choose only one plan for health insurance coverage. Married couples, both of whom are working for the school district, shall be entitled to one health benefit plan.
- E. During the term of this agreement, each administrator/supervisor who selects coverage under a plan and consents to the deduction from pay of the administrators/supervisors cost of the health plan premium, as set forth above, as long as permitted under the Internal Revenue Code of 1986, as amended, the Board agrees to sponsor a Cafeteria Plan as set forth in the Internal Revenue Code, Section 125, and the regulations promulgated thereunder to permit administrators/supervisors eligible for health plan benefits to elect any of the following:
 - 1. To select health insurance coverage under any of the plan options offered by the Board in a given fiscal year and to pay the administrators/supervisors share of the premiums determined above deducted from the administrators/supervisors pay on a pre-federal income and FICA tax basis; or
 - 2. To decline all coverage.
- F. Any changes to the administrators/supervisors 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 administrator/supervisor may pay for the administrators/supervisors share of the premium cost.

- G. Under this Section 125 Plan, eligible administrators/supervisors 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 the health benefit plan for the upcoming Plan Year, also shall have the option to elect not to be covered under any Board sponsored health benefit plan.
- H. Any administrator/supervisor who waives all coverage for the administrator/supervisor, the administrators/supervisors spouse, and all dependent(s), or if the administrator/supervisor does not have a spouse or dependent(s), then the administrator/supervisor, for a contract year, shall be eligible to receive a cash payment equivalent to 50% of the annual cost of the discontinued coverage paid in January of the Plan Year. An administrator/supervisor who never had coverage under a plan shall be deemed to have had Employee Only Coverage under the established core plan for a given fiscal year for purposes of determining the amount of the payment. This election may be made annually.
- I. Any administrator/supervisor who has so waived coverage and received a cash payment and (i) is permitted under the terms of Section 125 Plan to revoke the administrators/supervisors waiver for the remainder of the contract 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 contract year on the date of revocation or termination over the total working days in the school year times the cash payment.
- J. This payment is not considered as part of the administrators/supervisors base salary and will not be reported to the Pennsylvania School Employees Retirement System (PSERS) for the purpose of retirement.
- K. An administrator/supervisor may renew within one calendar year provided there has been a qualifying event and the carrier will allow such re-enrollment provided the administrator/supervisor returns the payment to the district in its entirety.
- L. The Board will pay the percentage of cost of the health plan premium, as described above, for the administrator/supervisor, the administrators/supervisors spouse, and all children under twenty-six (26) years of age.
- M. Upon application to and acceptance by the insurance carrier, administrators/supervisors may also include dependent children twenty-six (26) years of age 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).
- N. The health insurance coverage will be made available to administrators/supervisors and their dependents, beginning with the day the administrators/

supervisor submits the required application forms to the school district Business Office, providing the administrator/supervisor begins work before the fifteenth (15th) day of the month coverage is to begin. If the administrator/supervisor begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, an administrator/supervisor 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 administrators/supervisors expense. Termination for retirement purposes will be in accordance with Article V.

- O. Administrators/supervisors who are on sabbatical leave, or 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 health insurance coverage with the Board paying their share of the premium, as described in Paragraphs C and D.
- P. Administrators/supervisors 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 health insurance plan with the Board paying their share of the health insurance premium, as described in Paragraphs C and D.
- Q. Administrators/supervisors on any type of unpaid leave of absence for more than six (6) days in any one school year may continue to participate in the health insurance plan at their own expense (but subject to the provisions of Article XXV). The amount of monthly premium to be paid by the administrator/supervisor shall be prorated on a daily basis.
- R. Administrators/supervisors are responsible for reporting changes in dependents or types of coverage by completing the required forms and submitting same to the Business Office.
- S. Booklets describing the details of the group insurance benefits are available to administrators/supervisors in the school district Business Office.
- T. The BOARD shall provide the ADMINISTRATORS/SUPERVISORS with at least 45 days advanced written notice of any change to health care coverage benefits as provided for in this Agreement.

IV. PRESCRIPTION DRUG PLAN

- A. Beginning July 1, 2015 through the end of the term of the Agreement, the BOARD shall contribute for the benefit of the ADMINISTRATORS/SUPERVISOR the same percentage of the total cost of the premium charge for whatever Prescription Drug Plan coverage is adopted by the Board for a given fiscal year. An ADMINISTRATOR/ SUPERVISOR will be responsible to pay the difference in the premium through mandatory payroll deduction.
- B. Married couples, both of whom are working for the school district, are entitled to have only one (1) Prescription Drug Plan with the district.

- C. The district will institute an IRS Section 125 plan that will permit administrators/supervisors contributions for premiums deducted from the administrators/supervisors pay on a pre-federal income, FICA, and state tax basis. The same terms and details for the Section 125 plan included in Article III - Group Health Insurance pertain to the Prescription Drug Plan.
- D. Any administrator/supervisor who waives all coverage for the administrator/supervisor, administrators/supervisors spouse, and all dependent(s), or if the administrator/supervisor does not have a spouse or dependent(s), then the administrator/supervisor for a contract year, shall be eligible to receive a cash payment equivalent to 50% of the annual cost of the discontinued coverage paid in January of the Plan Year. An administrator/supervisor who never had coverage under a plan shall be deemed to have had Employee Only Coverage under the Prescription Drug Plan for purposes of determining the amount of the payment. This election may be made annually.
- E. Any administrator/supervisor who has so waived coverage and received a cash payment and (i) is permitted under the terms of Section 125 Plan to revoke the administrators/supervisors waiver for the remainder of the contract 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 contract year on the date of revocation or termination over the total working days in the school year times the cash payment.
- F. Children of the administrators/supervisors may also be included as part of this insurance plan up to (but not including) age 26.
- G. Upon application to and acceptance by the insurance carrier, administrators/supervisors may also include dependent children 26 years of age who are incapable of self-support due to a physical or mental handicap which occurred prior to age 26, and who are eligible for coverage and were dependents prior to age 26.
- H. The Prescription Drug Plan will be made available to administrators/supervisors and their dependents beginning with the day the administrator/supervisor submits the required application forms to the school district Business Office, providing the administrator/supervisor begins work before the fifteenth (15th) day of the month coverage is to begin. If the administrator/supervisor begins work on the fifteenth (15th) day of the month or thereafter, coverage will be effective the first day of the following month. Following termination of employment, an administrator/supervisor 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 administrators/supervisors expense. Termination for retirement purposes will be in accordance with Article V.
- I. Administrators/supervisors who are on sabbatical leave or who are entitled to full payment of salary while on approved sick leave, bereavement leave,

emergency leave, and/or leave for serving on jury duty may continue their Prescription Drug Plan with the Board paying their portion of the cost of the premium as described in Paragraph B.

- J. Administrators/supervisors 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 Prescription Drug Plan with the Board paying their share of the premiums as described in Paragraph B.
- K. Administrators/supervisors on any type of unpaid leave of absence for more than six (6) days in any one school year may continue to participate in the Prescription Drug Plan at their own expense but subject to provisions of Article XXV. The amount of monthly premium to be paid by the administrator/supervisor shall be prorated on a daily basis.
- L. Information describing the details of Prescription Drug Plan benefits are available to administrators/supervisors in the school district Business Office.

V. HEALTH INSURANCE - RETIREMENT

- A. The Board will provide a full paid single premium for "Core Health Plan" and single premium for the prescription plan or comparable coverage. Group Health Insurance to any administrator who retires pursuant to the provisions of the Pennsylvania Retirement System. For purposes of this provision, an administrator or supervisor is "retired" when his or her application is approved by the Public School Employees' Retirement Board and when, in addition, he or she has met any of the following criteria:
 - 1. Provided twenty-five (25) or more years of service.
 - 2. Provided five (5) or more years of service and has disability allowance approved by the Public School Employees' Retirement Board.
 - 3. Attained age sixty-two (62) with five (5) or more years of service.
 - 4. Qualifies for Retirement Incentive plan included in this agreement.
- B. Such coverage will be provided until the retiree attains the age that Medicare Benefits are available or until the retiree obtains similar coverage from subsequent employment elsewhere. If the retiree dies before attaining the age that Medicare Benefits begin, the coverage previously described will continue to be provided to his or her surviving spouse until:
 - 1. Such time as the deceased retiree would have attained the age that Medicare Benefits are available (if still living);
 - 2. The surviving spouse attains the age when Medicare Benefits are available;
 - 3. The surviving spouse attains similar coverage from his or her own employment, whichever shall first occur;
 - 4. The surviving spouse attains similar coverage through marriage.

EXAMPLE: Retiree, born in 1935, dies at age fifty-nine (59) and is survived by

a sixty-two (62) year old spouse; although six (6) years would elapse before the retiree would have attained sixty-five (65) years of age, benefits will continue for only three (3) years because surviving spouse will reach the age of sixty-five (65) before the anniversary of the deceased retiree's sixty-fifth (65th) year.

VI. GROUP DENTAL INSURANCE

- A. A Group Dental Insurance plan is available to administrators and supervisors with a maximum yearly coverage of \$1,200. The policy will provide complete family coverage. Administrators and supervisors having comparable dental insurance coverage may sign waiver cards and receive 50% of the premium as a cash payment. All other terms are the same as Article III, Paragraphs I-T.

VII. GROUP VISION INSURANCE

- A. A Group Vision Insurance plan is available to administrators and supervisors. The policy will provide complete family coverage. Administrators and supervisors having comparable vision insurance coverage may sign waiver cards and receive 50% of the premium as a cash payment. All other terms are the same as Article III, Paragraphs I-T.

VIII. GROUP LIFE INSURANCE

- A. A Group Life Insurance plan is available to administrators and supervisors. The Board will provide a basic plan of \$50,000 with the option for each administrator to purchase up to \$50,000 extended coverage

IX. GROUP LONG TERM DISABILITY

- A. A Long Term Disability plan will provide 60% per month of salary integrated with primary Social Security, to a maximum of \$5,000 per month, after a designated waiting period, until age 65.

X. HOLIDAYS

- A. Administrators and supervisors working 260 days will be provided with fourteen holidays during the term of this agreement.
- B. Each 225 day Administrator or Supervisor will be provided with thirteen paid holidays during the term of this agreement. Independence Day is not included as a paid holiday.
- C. Any Administrator on less than a 225 day work year will not be entitled to any holidays.
- D. The holidays included in the Administrators/Supervisors Salary Agreement are as follows:

- Martin Luther King Birthday
- President's Day
- Spring Vacation
- Spring Vacation

Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Monday following Thanksgiving Holiday
Winter Vacation
Winter Vacation
Winter Vacation
Winter Vacation

XI. VACATION

- A. Two hundred sixty (260) day administrators and supervisors will be entitled to 20 days of vacation per year up to and including 5 years of administrative service in the Pottstown School District. Administrative and supervisory personnel with more than 5 years of administrative service in the Pottstown School District shall be entitled to 22 days of vacation per year. New administrators/supervisors will be permitted to earn vacation days at the rate of 1.5 days per month with an additional one-half (1/2) day per quarter of service completed. (Total earned will be 20.) The calculation for two hundred sixty (260) day administrators starting in the middle of a fiscal year would be the number of months worked multiplied by 1.67 for the number of days (rounded to the next highest half day). By way of example, an employee who started in August would receive 11 months at 1.67 hours for a total of 18.37 days which would be rounded to 18.5 days.
- B. Administrators and supervisors working 225 days will be entitled to 10 days of vacation per year. New administrators/supervisors will be permitted to earn vacation days at the rate of 1 day per month for 10 months per year.

XII. VACATION DAYS

- A. Two hundred sixty (260) day administrative employees will be permitted to carry over up to 7 days of vacation to be used by November 1.
- B. Two hundred twenty-five (225) day administrative employees will be permitted to carry over up to 4 days of vacation to be used by November 1.
- C. Carry over days will be used first before new vacation days.
- D. Vacation days not used or carried over will be forfeited as of June 30th of each year.

XIII. SICK LEAVE

- A. The Board of School Directors will provide 12 days of sick leave per year for all members of the administrative and supervisory staff on a 260 day contract. Personnel on a 225 day work year will be entitled to 10 days of sick leave per year.

XIV. ACCUMULATED SICK LEAVE PAYMENT AT RETIREMENT

- A. Payment for unused accumulated sick leave at retirement will be made to members of the administrative and supervisory staff terminating their employment with the Pottstown School District at time of retirement or death as specified in this section.
- B. Retirement for the purposes of this provision shall refer to those members of the administrative and supervisory staff whose applications are approved by the Public School Employees Retirement Board and meet at least one of the following criteria:
 - 1. Provided twenty-five (25) or more years of service.
 - 2. Provided five (5) or more years of service and has disability allowance approved by the Public School Employees' Retirement Board.
 - 3. Attained age sixty-two (62) with five (5) or more years of service.
 - 4. Qualifies for Retirement Incentive plan included in this agreement.
- C. The amount of accumulated sick leave pay for those members of the administrative and supervisory staff retiring during the length of the agreement shall be determined by multiplying the following established per diem rates times the number of days of accumulated sick leave:
 - 1. \$50 per day for the first 100 days
 - 2. \$60 per day for the second 100 days
 - 3. \$70 per day for any days over 200
- D. The number of days of accumulated sick leave in this section shall refer to only 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 accident before determining the amount to be paid to the member of the administrative and supervisory staff under the provisions of this section.
- E. In order to be eligible for accumulated sick leave payment at retirement, the member of the administrative and supervisory staff planning to retire shall notify the Superintendent of Schools, in writing, ninety (90) days prior to the effective date of terminating employment. This requirement of notice of intention may be waived by the Board of School Directors for reasons of illness or urgent family circumstances.

Upon death of a full-time member of the administrative and supervisory staff the Pottstown School District shall make payment for unused sick leave which shall be calculated in the same manner as described above for those members of the administrative and supervisory staff that are retiring. In this case, the payment shall be payable to said employee's beneficiary as designated on his/her group life insurance plan or to his/her estate.
- F. Accumulated sick leave pay will be paid within sixty (60) days after the effective date of retirement or sixty (60) days after approval of the application for retirement allowance, whichever occurs later. If payment is made to a beneficiary, it shall be made within sixty (60) days of the date of death.

XV. RETIREMENT INCENTIVE

- A. The Board of School Directors of the Pottstown School District establishes the following procedures for a Retirement Benefit Program for administrators and supervisors.
- B. Administrative/supervisory employees will be eligible to participate in the Retirement Benefit Program provided that:
 - 1. The employee must have a minimum of five (5) years of administrative/supervisory years of service in the Pottstown School District and have at least twenty (20) years of service credit with the Pennsylvania School Employees' Retirement System.
 - 2. The employee must retire under the Pennsylvania Public School Employees' Retirement System.
 - 3. The employee must not be eligible to receive disability retirement allowance under the provisions of the Pennsylvania Public School Employees' Retirement System.
 - 4. The employee must submit a written resignation to the Superintendent of Schools at least ninety (90) days before the effective date of retirement.
- C. Administrative/supervisory employees having a minimum of five (5) years of administrative/supervisory service to the Pottstown School District and retiring under the provisions of the Pennsylvania Public School Employees' Retirement System shall be provided the following retirement benefit:
 - 1. Five (5) to ten (10) administrative/supervisory years in Pottstown - 10% of the final completed year's base salary.
 - 2. Eleven (11) to fifteen (15) administrative/supervisory years in Pottstown - 20% of the final completed year's base salary.
 - 3. Sixteen (16) years to twenty-five (25) years total service to Pottstown - 30% of the final completed year's base salary.
 - 4. Twenty-six (26) years to thirty-five plus (35+) years total service to Pottstown - 40% of the final completed years base salary.
- D. Retirement Benefit Payments will be made:
 - 1. After verification of credited years of service in the retirement system and in the district.
 - 2. After retirement has been confirmed by the Pennsylvania Public School Employees' Retirement System.
- E. Payment Options:
 - 1. Retirements between January 1st and June 30th

- a. Lump sum payment no earlier than the first payday in July following retirement.
 - b. Two equal annual payments with the first installment paid no earlier than the first payday in July of the retirement year. The second payment would be made the following January.
 - c. Lump sum payment made January following retirement.
2. Retirements between July 1st and December 31st
- a. Lump sum payment no earlier than the second payday in January following retirement.
 - b. Two equal annual payments with the first installment paid no earlier than the second payday in January of the retirement year. The second payment would be made the following July or January.
- F. Any employee who retires and uses this benefit, and thereafter returns to employment under the Pennsylvania School Employees' Retirement System, shall forfeit any payment not already paid pursuant to this plan.
- G. No interest will be included on the deferred installment plan.
- H. The retirement benefit shall be payable only if the employee is living on the effective date of resignation.
- I. Any balance due the employee after the effective date of resignation will be paid to the employee or in the event of death to the beneficiary designated by the employee.
- J. In the event that the retiree qualifies for the health insurance benefits stated in the preceding Section, and then subsequently becomes qualified for health insurance through other employment or from a family or household member, then it is the duty of the retiree to notify the District immediately of such other coverage and such other coverage shall terminate the benefits provided by the School District.
- K. Failure to notify the school district of other group medical coverage will result in forfeiture of all health related fringe benefits.
- L. The Retirement Benefit Article for Administrators and Supervisors became effective on July 1, 1997, and remains in effect until a new agreement is formally renewed.

XVI. SEVERANCE PAY – UNUSED SICK DAYS

- A. Severance Pay is available following the guidelines as outlined.
 - 1. Upon termination of service other than for retirement, an employee shall receive severance pay for all unused sick days as follows:
 - a. \$50 per day for the first 100 days.
 - b. \$60 per day for the second 100 days.
 - c. \$70 per day for any days over 200.

2. Employees shall be eligible providing:
 - a. The individual is a full-time employee.
 - b. The employee has a minimum of fifteen (15) years total service with the district.
 - c. Employee has a satisfactory rating for the year of the termination of service.
 - d. Only sick days earned with Pottstown can be used for severance pay.

- B. Payments will be made sixty (60) days after the termination date provided; however, that \$750 will be withheld for six months and then paid to the employee unless the employee has obtained employment in another district in the Commonwealth of Pennsylvania. Should the employee become employed in another district within the six month period, then the number of accumulated sick leave days, which such employee shall be eligible to receive severance pay, shall be reduced by the actual number of such days recognized by the new district for sick leave and severance pay purposes.

XVII. TUITION REIMBURSEMENT

- A. The Board will reimburse tuition costs up to a maximum of \$7,500.
 1. Tuition payments will be made only in cases where the professional employee has earned grades of A or B, or their equivalent, for each course submitted for payment.
 2. Each professional staff member requesting tuition payment shall submit to the Superintendent's office a certified receipt showing actual cost per credit paid for each course taken at a college or university, plus an official transcript of such courses. The information must be furnished to the Superintendent's office prior to payment for tuition by the school district.
 3. If an administrator resigns from the school district (other than for the purpose of retirement), prior to one year from payment for tuition, the tuition payment will be returned to the school district. The one year stipulation for return of tuition payment is computed from date of actual payment.
 4. Tuition payment will only be for graduate credit courses unless pre-approved by the Superintendent.

5. This benefit becomes effective upon Board approval of this agreement.

XVIII. REIMBURSEMENT FOR EXPENSES - PROFESSIONAL MEETINGS

- A. Employees may request permission to attend professional meetings and conferences by submitting the required form to the office of the Superintendent. If the request is approved, the district will reimburse the employee the actual cost of expenses, not to exceed the following maximums:

Meals (including gratuities):	Breakfast	\$ 8.00
	Lunch	\$12.00
	Dinner	\$30.00

- B. In lieu of the above individual allotments, an Administrator/Supervisor may be granted a flat fifty (\$50) dollars per day for any full day for meals while attending a professional meeting or conference, not to exceed actual cost. Luncheon meetings and banquets shall be reimbursed at actual costs.
- C. Transportation costs will be paid as follows during the term of this agreement:
 - Air Tourist or Charter Rate
 - Bus - Train Standard Rates

XIX. REIMBURSEMENT FOR OUT-OF-DISTRICT TRANSPORTATION

- A. Each Administrator/Supervisor shall be reimbursed for transportation costs at the rate established by the Board. Payments are to be made only after expenses have been incurred. Administrators/supervisors requesting reimbursement shall use the forms designed by the Board.
- B. Administrators/supervisors shall not be reimbursed for in-district transportation costs.

XX. PROFESSIONAL ORGANIZATIONS

- A. The Board will provide funds for membership fees to join three professional organizations.

XXI. PAYROLL DEDUCTIONS

- A. The Board will continue provisions for payroll deductions, credit unions, savings bonds, and tax sheltered annuities.

XXII. JURY DUTY

- A. The Board of School Directors believes that everyone has an obligation to meet certain civic responsibilities. Employees called upon to exercise their duties as a citizen by serving on a jury will receive the difference between their regular salary and the salary received from such services. Employees are expected to report on any school day when their presence is not required for jury duty.

XXIII. SALARY SUPPLEMENT - DOCTORATE DEGREE

- A. In addition to the salary provided in the Administrators/Supervisors Salary and Benefit Agreement previously adopted, each Administrator who earns an Ed.D. or Ph.D. while in the employment of the Pottstown School District shall receive a salary supplement. Said supplement shall be computed by adding \$5,000 to the administrators or supervisors base annual salary at the time

he or she receives the doctorate. The new annual salary shall be used to compute the regular biweekly salary payments from the date the degree was earned. Provided, however, that if the administrator or supervisor who receives this supplement resigns, retires, or otherwise terminates his or her employment within one year of being awarded this supplement, he or she shall be liable to the District for the amounts paid under this memorandum of understanding, and said amounts will be withheld from any payments due the administrator or supervisor by the district.

A Super Maximum on the salary scale will be created for any administrator who earns an Ed.D. or Ph.D. The Super Maximum shall not exceed \$5,000 over the maximum on the salary scale for the position.

XXIV. EMERGENCY DAYS

- A. All administrators and supervisors will be entitled to emergency leave per year during the term of this agreement as defined by the following reasons:
- § Disaster to administrators/supervisors home or personal property.
 - § Serious accident or illness to a member of the family as defined in Section 1154(b) of the Public School Code of Pennsylvania, as amended.
 - § Birth of a son/daughter.
 - § Funeral of a close friend.
 - § Appearance as a plaintiff, defendant or witness in a legal case.
 - § Son or daughter leaving for overseas military service (one day - one additional if point of departure is more than 300 miles from Pottstown).
 - § Other legitimate requests for Emergency leave of absence may be approved by the Superintendent of Schools.
- B. These days will not be deducted from vacation or sick days. There will be no carryover.
- C. Eligibility for emergency leave is as follows:
Years 1 to 19 - 1 day
Years 20+ - 2 days
- D. Years are total years of service in the Pottstown School District.

XXV. FAMILY AND MEDICAL LEAVE

- A. Each administrator/supervisor will be allowed to utilize up to three (3) days of sick leave per school year for care of his/her immediate family. Additional days may be granted at the sole discretion of the Superintendent. The days allowed for such purpose will be deducted from accumulated sick leave, and may be allowed only if administrator/supervisor has a sufficient number of accumulated sick leave days, such that the use of days hereunder will not cause such administrators/supervisors number of accumulated sick days to be less than ten (10).
- B. 1. The following provisions of this Article XXV apply only to leave taken pursuant to the Family and Medical Leave Act of 1993 (hereinafter "the Act")

2. Eligibility for leave taken pursuant to the Act shall be determined by the language of the Act itself; this section of the Agreement supplements and clarifies, but does not supersede, the mandates of the Act.
3. Consistent with the Act, employees are entitled to twelve (12) work weeks of unpaid leave for every twelve (12) consecutive calendar months for the following:
 - (a) care for a newborn child of an employee;
 - (b) placement of an adoption or foster child with employee;
 - (c) caring for an ill spouse, child, or parent of administrator/ supervisor who has a serious health condition;
 - (d) employee unable to work due to a serious health condition of his/her own;

In case of leave taken for birth or adoption, leave may only be taken within the first twelve (12) months following the date of birth or placement/adoption.

4. The types of leave described in the preceding paragraph are not cumulative; an employee receives an aggregate of twelve (12) weeks per calendar year pursuant to the Act (ex. - employee does not receive twelve (12) weeks for newborn child and twelve (12) weeks for a serious health condition both within the same twelve (12) month period.)
5. In those areas where spouses both work for the district, the two of them receive only one twelve (12) week leave period per year for purposes of childbirth, adoption, or care of a seriously ill parent/ spouse/child; each is entitled to a separate twelve (12) week leave as such might relate to his or her own serious health condition.
6. When leave relates to the birth of a child or the placement or adoption of a child, it shall be taken all at one time, and not intermittently.
7. Intermittent use of leave under the Act is permissible when related to a serious health condition, subject to the following:
 - (a) When the need for intermittent use of the leave is foreseeable (ex.- scheduled periodic medical treatments), and would comprise more than twenty (20) percent of the pupil days in that school term, the administrator/supervisor shall schedule the leave with the district in advance for fixed, predetermined intervals so that the district can arrange for coverage with minimal disruption.
 - (b) In addition to the above, if an administrator/supervisor seeks leave prior to the last five (5) weeks of the term, the leave is for at least three (3) weeks duration, and would be scheduled to bring the administrator/supervisor back to work during the last three (3) weeks of the school term, the district may, at its option, compel the leave to be extended to the end of the school term; similarly, the district may compel the leave to extend to the end of the term if it

starts during the last five (5) weeks of the term, is at least two (2) weeks in duration, and would bring the administrator/supervisor back to work during the last two (2) weeks, or if it is taken during the last three (3) weeks of the school term and is at least five (5) days in duration.

8. Administrators/supervisors shall provide the district with at least thirty (30) days notice of an intention to take a leave pursuant to the Act. When the nature of a serious health condition or pregnancy or placement of a child makes it impossible to provide such notice, the administrator/supervisor shall provide notice as immediately as is practicable.
9. In the case of any leave that relates to a serious health condition, the administrator/supervisor shall obtain from his or her health care provider, and turn over to the district, a certification in the form attached hereto as Exhibit A, of the serious health condition which includes:
 - (a) the date on which such condition commenced;
 - (b) the probable duration of the condition;
 - (c) a brief description of the medical facts upon which the diagnosis of the condition is made;
 - (d) as applicable, that the administrator/supervisor cannot perform his or her tasks, or that the administrator/supervisor is needed to care for his or her child/spouse/parent;
 - (e) when the leave is intermittent, the expected dates of the planned medical treatment and a statement that intermittent use of the leave is medically necessary;
 - (f) when intermittent and related to the care of the administrators/supervisors child/spouse/parent, an additional statement that the administrators/supervisors leave will assist in the recovery of that person.
10. The district may, in its sole discretion, and at its expense, order the administrator/supervisor to obtain a second opinion from a physician of the districts choosing, concerning any affirmation provided by the health care provider who issued the certificate. In the event that the second opinion differs from that which is stated in the original certification, the district and administrator/supervisor shall jointly agree upon a third health care provider to provide an opinion, at the expense of the district, and the opinion of that third health care provider shall be binding upon both parties.
11. The district may request that the administrator/supervisor obtain re-certifications from his or her health care provider, on a reasonable basis.
12. In the event that an employee does not make a timely return following the conclusion of leave pursuant to this Act, then, unless the failure to return is for reasons beyond the control of the administrator/supervisor, the district may recover from the administrator/supervisor all premiums

which were paid on the employees behalf for health care coverage during the entire period of the preceding unpaid leave.

13. During the period of leave under the Act, the administrator/supervisor is not entitled to any accrual of seniority or employment benefits for the period of leave, and the administrator/supervisor retains only such rights, benefits and position of employment as would be held in the event that leave was not taken.
14. The district may from time to time and as it best sees fit contact any administrator/supervisor during a period of leave under this Act to determine the administrators/supervisors status and intention to return to work.

XXVI. CHILDBEARING/CHILDREARING LEAVE OF ABSENCE

- A. Childbearing/Childrearing leaves of absence shall be granted in accordance with the provisions of this Article.
- B. Definitions
 1. Childbearing - That period of time during which an administrator/supervisor is physically disabled as a result of pregnancy (including miscarriage, abortion, and related disabilities), and cannot perform her usual assigned duties.
 2. Childrearing - That period of time during which an administrator/supervisor 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 current laws and regulations and includes children by birth or adoption.
 3. Pregnancy - The state of being in gestation. Pregnancy is a physiological process. Pregnant women, however, have a variable degree of disability on an individual basis during which time they are unable to perform their usual activities.
- C. Childbearing Leave of Absence
 1. An administrator/supervisor anticipating giving birth to a child may apply in writing to the Superintendent of Schools 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.
 2. An administrator/supervisor will begin a childbearing leave of absence at such time as her physician indicates that continued employment would be detrimental to the administrator/supervisor or the students.
 3. When the anticipated date of birth is established, the administrator/supervisor shall inform the Superintendent of Schools.

Administrators/supervisors requesting a childbearing leave are urged to comply, to the extent possible, with the Boards request that the administrator/supervisor give notice of such actual date when childbearing leave will begin at least thirty (30) calendar days before such date.

4. Disability for childbearing
 - a. During the period of disability for childbearing, the administrator/supervisor shall be entitled to the same pay and benefits as other temporarily disabled administrators/supervisors providing the administrator/supervisor has sufficient sick leave days to cover the period of disability.
 - b. The period of disability for childbearing shall be assumed to be six (6) weeks.
 - c. Exceptions to this six (6) week period will be granted on an individual basis by the Superintendent of Schools depending upon justification and documentation from a physician. The Board may require a review and examination by a physician selected by it.
5. Administrators/supervisors not requesting a childrearing leave are expected to return to work at the conclusion of the six week disability period. The Superintendent of Schools may request a statement from her physician stating that she is physically able to return to active employment.

D. Childrearing Leave

1. 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. No additional extensions will be considered by the Board.
2. The administrator/supervisor shall notify the Superintendent of Schools in writing of her intention to return to work at least ninety (90) calendar days prior to the expiration of her childbearing/childrearing leave of absence. The Superintendent of Schools may request a statement from her physician stating that she is physically able to return to active employment.
3. The Board maintains a flexible position on when employees may return to service from childrearing leave and suggests that employees time the return from unpaid leave to fall on the start of a semester or school year. The Board also maintains the right to deny requests that may be detrimental to the welfare of children attending the Pottstown public schools, handicap the educational program, or reduce the efficiency of services that may result in increased costs to the school district.

E. Status of Administrator/Supervisor on Childrearing Leave of Absence

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

F. An administrator/supervisor returning from a childbearing/childrearing leave of absence will be subject to the following conditions:

1. An administrator/supervisor will not suffer a loss in seniority which accrued immediately prior to the childbearing/childrearing leave of absence.
2. An administrator/supervisor while on childbearing/childrearing leave of absence will accrue time for seniority and salary increments only during the period of disability as described in Paragraphs C.4.a.b.c.

G. Upon return to employment following a childbearing/childrearing leave of absence, the Pottstown School District shall offer the administrator/ supervisor the position she held prior to the childbearing/childrearing leave of absence or a substantially equivalent position (in pay and skill).

XXVII. INCLEMENT WEATHER DAYS

A. The Administration Building and all school buildings will be open when schools are closed for inclement weather.

B. All administrators/supervisors are requested to arrive at work as soon as they can safely navigate the roads.

C. The superintendent may close the buildings earlier than the normal quitting time on a day that schools are closed for inclement weather. This time does not need to be performed later.

D. On rare occasions, the superintendent will close the Administration Building and the school buildings because of a governmentally imposed weather emergency. This time does not have to be performed at a future date.

E. Administrators/supervisors have the following options in regard to inclement weather days:

1. Take a personal day, if available.
2. Take a vacation day, if available.
3. Take a non-working day, if available.
4. Take an unpaid leave day.

F. Sick days will not be permitted to be used as a reason for not reporting to work on inclement weather days unless the administrator/supervisor produces a doctor's note within four days of the day of illness.

- G. If we have a severe winter which requires the school calendar to be extended beyond the normal ending date for administrators/supervisors who work 225 or fewer days, the superintendent will make adjustments to the administrators/supervisors calendar as appropriate. In this case, administrators/supervisors who work 225 or fewer days may be told not to report on certain inclement weather days since these days will be added to the end of the year.
- H. As a public school institution, we are dedicated to serving the educational needs of the community and, therefore, all administrators/supervisors are asked to make a reasonable effort to get to work during difficult weather conditions. It is recognized, however, that administrators/supervisors are professional employees and, therefore, shall use their professional judgment in determining their ability to report to work on days where adverse weather conditions exist. To the extent it is determined by the administrator/supervisor that it is not safe to travel on a particular inclement weather day, administrators/supervisors are required to notify their supervisor as to their inability to report to their office and shall whenever possible complete their duties and assignments at home during such period of inclement weather.

XXVIII. BEREAVEMENT

- A. Administrators/Supervisors may be granted up to five (5) days leave for death in the immediate family (father or step-father, mother or step-mother, brother or step-brother, sister or step-sister, son or step-son, daughter or step-daughter, husband, wife, parent-in-law or near relative who resides in the same household or any person for whom the administrator/supervisor is primary caregiver). The administrator/supervisor shall notify his/her immediate supervisor of the request for leave.

XXIX. GROUP LONG TERM CARE

- A. A Long Term Care Insurance plan will provide a monthly benefit of \$2,000 for a duration of three (3) years for professional home and community care at 100% of the Long Term Care facility monthly benefit with a designated 90 day elimination period.

XXX. EMPLOYEE ASSISTANCE PROGRAM

- A. The Employee Assistance Program is a confidential resource that provides support for employees with personal or work-related concerns (includes face-to face meetings, live telephone support and online resources). Contact information: 1-800-854-1446(English), 1-800-858-2147(Spanish), or www.lifebalance.net (User ID and password: lifebalance).

XXXI. FLEX SPENDING ACCOUNTS

- A. Flex spending accounts are available for both medical and family care. The cap for the medical flex spending account is \$2,500.00; The family care flex spending accounts will be provided at the maximum level allowable by law.