DOWNINGTOWN AREA SCHOOL DISTRICT

CENTRAL OFFICE
NON-UNION SUPPORT STAFF
COMPENSATION PLAN

EFFECTIVE:
JULY 1, 2019 through JUNE 30, 2024
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**DISCLAIMER**

This plan is intended to be a general resource guide for employees of the Downingtown Area School District (the “District”) that are part of the employee group noted herein. In no way is this plan intended to constitute a contract between the District and the employee(s).

This plan is not binding upon the District. The District reserves the right to change or update this plan at any time and to interpret the information presented herein as it sees fit.

This plan supersedes and voids all previous plans, policies and practices which may be inconsistent with that stated herein.

The employee benefit information contained in this plan is only a brief summary of the benefits that the District offers. For a full explanation of particular benefits, employees should consult, where applicable, the specific benefit plan documents. The District has the right to interpret, apply, amend, modify or discontinue, in its sole and absolute discretion, any or all of the benefits provided to employees. The District will attempt to inform employees as promptly as possible of any changes in benefits. Where it is not practical or possible to do so, the District has the right, in its sole and absolute discretion, to make changes in employee benefits without prior notice.
**Equal Opportunity Employer**

The Board of School Directors declares it to be the policy of the District to guarantee to all persons equal access to all categories of employment in the District regardless of age, race, color, creed, religion, gender, ancestry, marital status, national origin, or physical or mental handicap or disability, veteran’s status, sexual orientation or other classification protected by applicable law.

It is also the policy of the District to provide a fair, supportive and nondiscriminatory work environment for all employees regardless of their age, race, color, creed, religion, gender, ancestry, marital status, national origin, physical or mental handicap or disability, veteran’s status, sexual orientation or other classification protected by applicable law. Harassment with demeaning intent related to age, race, color, creed, religion, gender, ancestry, marital status, national origin, physical or mental handicap or disability, veteran’s status, sexual orientation or other classification protected by applicable law, made by one employee to another, is a violation of this policy.

The District is committed to providing reasonable accommodations where necessary, feasible and required by applicable law. Employees seeking an accommodation must bring their request to the Human Resources Department. When an accommodation is requested, the Director of Human Resources will meet and discuss the situation with the employee and attempt to reach a mutually agreeable reasonable accommodation.
I. CENTRAL OFFICE NON-UNION SUPPORT EMPLOYEES

A. Definitions

1. **Central Office Non-Union Support Employees** are individuals employed by the Downingtown Area School District as support personnel for providing clerical, secretarial and support functions within the Administration Building of the District who are not part of the support bargaining unit or the Confidential group. This group excludes Technology support personnel.

2. This group also includes employees previously classified in Facilities as non-union. This would include Print Shop, Transportation, Courier and Facilities Use Coordinator. These positions are not administrative and not part of a bargaining unit.

3. A full time twelve (12) month employee is defined as an employee whose assigned position is scheduled to work at least thirty-five (35) hours per week excluding lunch. A full time twelve (12) month employee’s annual salary is paid based on 260 days.

4. A part time employee is defined as an employee whose assigned position is scheduled to work less than 35 hours per week excluding lunch and/or less than 260 days per year. Such employee shall not be eligible for benefits described herein unless specifically noted.

B. 90 Day Introductory Period

All new employees shall work for an introductory period of ninety (90) work days. During the ninety (90) work days, the supervisor will evaluate the employee’s performance. At any time during the ninety (90) day introductory period, the supervisor will complete a performance appraisal and meet with the employee to review his/her performance. If performance is less than proficient at any time during the introductory period, termination may be recommended.

Employees are not entitled to benefits or time off (paid or unpaid) until the first of the month following 60 calendar days from the employee’s hire date.

C. Employee Background Checks

All applicants for employment in public and private schools, including employees of independent contractors, must undergo background checks in accordance with all federal, state and local laws and regulations.

New employees are required to submit the PA State Police Clearance, FBI Fingerprint Clearance, and Child Abuse Clearance that was completed within one year of their date of hire.
of hire. New employees must also complete the Act 168 Sexual Misconduct Disclosure Form.

Current employees must resubmit the PA State Police Clearance, FBI Fingerprint Clearance, and Child Abuse Clearance every five years or in accordance with current law and regulations.

Act 82 of 2012 amends Section 111 of the School Code. Form PDE-6004 is required to be completed and submitted by all current and perspective employees. This form shall be utilized by employees to provide written notice within 72 hours after an arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

Non-compliance with these acts can result in disciplinary action up to and including a withdrawal of the offer of employment or termination of employment.

D. School Board Policies on District Website

The District website, www.dasd.org, contains information pertaining to the policies set forth in this plan, as well as other School Board policies applicable to employees. It is the responsibility of every employee to know the current policies and comply with them. Employees may also utilize the Central Office Kiosk to review the policies.

E. Compensation

Salaries are paid on a fiscal year, July 1 through June 30. A 12-month employee who works less than a full year may receive a prorated increase.

Salary increases for July 1, 2019 will be $1.00/hour. Salary increases July 1, 2020 and thereafter will be $.75/hour or 3% whichever is greater.

Salaries will be reviewed annually and adjustments may be made upon recommendation of the Superintendent with approval of the School Board.

Employees who have completed 10 full years of satisfactory service in the District as of July 1, will receive an additional $.50/hour base wage increase. This increase will be included after the annual pay rate adjustment. This is a one-time adjustment.

The employee must be rated as satisfactory or above in order to be eligible to receive a salary increase.

All employees shall be required to receive their pay by means of direct deposit to a financial institution of their own choosing.
F. Performance Appraisal Review

Every employee shall be evaluated annually, or as warranted, by the supervisor designated for the position. A conference shall be conducted with the employee to discuss the evaluation. The employee shall be provided a copy of any evaluation report prepared by the supervisor. No employee shall be required to sign a blank or incomplete evaluation form or report. An employee’s signature on a completed evaluation form or report means only that the employee has reviewed the evaluation.

The District shall maintain performance evaluations electronically to support communication and improve employee performance. All electronic evaluation forms will be considered a part of the employee’s personnel file. This record of performance will be generated by the supervisor and acknowledged by the employee.

An overall rating of proficient or above is required to receive a salary increase. An unsatisfactory or needs improvement rating may result in disciplinary action up to and including termination. If no further infractions occur, then those employees receiving a needs improvement or unsatisfactory rating will be given a ninety (90) day re-evaluation.

An employee whose overall performance is rated “needs improvement” will not receive the annual increase in July. If the employee’s performance consistently improves and is evaluated as proficient in the ninety (90) day re-evaluation, a prorated annual increase may be considered.

An employee whose overall performance is rated unsatisfactory will not receive the annual increase.

G. Posting of Vacancies

Vacancies in the District will be posted, in all buildings and on the district website. All personnel who meet the requirements of the position posted may apply for such position. The District reserves the right to fill vacancies at its discretion.

H. Personnel File

An employee shall have the opportunity to review his/her personnel file upon request and submit a written rebuttal. To facilitate this process, the employee will make an appointment with the Human Resources Office.

I. Resignation or Retirement

Employees, who decide to terminate their employment with the District, are requested to submit written notification to the Human Resources Department at least two weeks prior to their last day of work. Vacation, sick, and personal days cannot be used during the two week notice period, except under extenuating circumstances approved by the Director.
II. TIME OFF FROM WORK

Employees must work at least one (1) day in the new fiscal year in order to re-establish paid leave eligibility at the beginning of the fiscal year.

During the first fiscal year of employment, the last fiscal year of employment, and during a leave of absence, paid leave allowances will be prorated based on the actual days worked. In the last year of employment, if the employee has overdrawn the number of paid days allowable, the final pay will be adjusted to recover any money owed to the District.

A. Sick Leave

Each twelve (12) month employee is entitled to twelve (12) days of sick leave per year. Part Time employees are eligible for sick days on a pro-rata basis.

The rate of pay for sick leave days shall be at the employee’s regular non-overtime daily rate, less normal payroll deductions.

Sick leave shall be accumulative from year to year without limit.

All sick leave must be recorded as such on the attendance record.

Any absence that exceeds three (3) or more consecutive days or is anticipated to exceed three (3) or more days must be reported to the Benefits Office immediately.

Employees may not use sick leave as vacation time. The employer reserves the right to require a doctor’s certificate for any absences due to illness or injury. Misuse of sick time will result in disciplinary action.

There is no payout of sick leave at termination except as follows: The Employer will pay severance pay upon the death of an employee, payment made to the beneficiary or estate, or to an employee who retires under the provisions of the Public School Employees’ Retirement Systems at the rate of $45 per day for each day of accumulated sick leave.

B. Use of Sick Leave for Family Illness

Twelve (12) days of sick leave may be used for absence due to the illness in the immediate family. Members of the immediate family include father, mother, brother, sister, son, daughter, spouse, parent-in-law or near relative who resides in the same household or any person with whom the employee has made his/her home. The relationship of the family member who is ill must be indicated.
C. **Family Medical Leave Act (FMLA)**

In addition to this section of the plan, employees should also refer to the Family and Medical Leave Policy on the District Website.

The District is a covered employer under the federal Family and Medical Leave Act ("FMLA"). The FMLA entitles eligible employees to take unpaid leave for specific qualifying reasons. All employees who have worked for the District for at least 12 months and have worked a minimum of 1250 hours during the 12 months immediately preceding their leave date are eligible for FMLA leave. Eligible employees have the right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period. Under certain circumstances, an employee may be entitled to up to 26 weeks of leave in a single 12-month period.

D. **Personal Days**

Full time employees shall be granted three (3) paid personal days per year. Part time employees shall be granted two (2) paid personal days per year.

Personal days are to be requested at least twenty-four (24) hours in advance of the dates requested, except in cases of emergency, and must be pre-approved by the supervisor. The rate of pay for personal leave days shall be at the employee’s daily regular non-overtime rate, less normal payroll deductions.

Personal days not used by the end of the fiscal year will automatically be carried forward to the next fiscal year to a maximum of 5 days. Unused personal days over five at the end of the fiscal year will be banked toward retirement. Once accumulated, employees may elect to use no more than 5 personal days in any one year.

There is no payout of personal days at termination except as follows: The Employer will pay severance pay upon the death of an employee, payment made to the beneficiary or estate, or to an employee who retires under the provisions of the Public School Employees’ Retirement Systems at the rate of $45 per day for each day of accumulated personal leave.

E. **Vacation**

All full time twelve (12) month employees shall be granted paid vacation in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Continuous Full Time 12-Month Service Credit as of June 30th of any Current Year</th>
<th>Vacation Eligibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year of service</td>
<td>(# days worked / 260) x 10</td>
</tr>
<tr>
<td>1 through 5 years of service</td>
<td>10 days vacation</td>
</tr>
<tr>
<td>6 through 14 years of service</td>
<td>15 days vacation</td>
</tr>
<tr>
<td>15 or more years of service</td>
<td>20 days vacation</td>
</tr>
</tbody>
</table>
Part-time (12) month employees scheduled to work five days per week, a minimum of 4 hours per day, will receive 5 days of vacation annually.

Vacations are granted for service as calculated on July 1. Vacation days can be earned and taken in the same fiscal year.

Unused vacation days at the end of the fiscal year will be carried forward to the next fiscal year up to a maximum of ten (10) days.

The rate of pay for vacation days shall be at the employee’s regular non-overtime daily rate, less normal payroll deductions.

All vacation periods will be governed by administrative regulation in order to provide for efficient operations. Vacation requests must be submitted two (2) weeks prior to the requested dates of vacation. Prior supervisory approval is necessary before any vacation may be taken. No more than two (2) weeks of vacation can be taken consecutively without prior written permission of the Superintendent or designee.

Payment for unused accrued vacation days in the event of a full-time employee terminating his/her employment with the District will be made at the daily rate of the employee less normal payroll deductions. Payment for unused vacation days will be made as soon as administratively practicable in the employee’s paycheck following submission of all attendance. If the employee has overdrawn the number of vacation days, the final pay will be adjusted to recover any money owed to the District.

F. Parental Leave

A full time employee may be granted a maximum of one (1) year unpaid parental leave of absence for the purpose of rearing children recently born or, if adopted, preschool age. The employer shall be given at least 60 days notice prior to the start of the leave. For an employee covered under the district health benefits prior to the leave, that individual may continue the health benefits during the leave period at his/her own expense.

All time taken under this Parental Leave policy shall count toward, and be subtracted from the employee’s eligible amount of FMLA leave.

G. Bereavement Leave

Employees may be granted up to three (3) consecutive days leave of absence for the death of an immediate family member (father, mother, brother, sister, son, daughter, spouse, parent-in-law, grandchild, grandparent or near relative who resides in the same household or any person with whom the employee has made his home) to prepare and attend funeral services.
Employees may be granted a one (1) day leave of absence for the death of his/her near relative (first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandparent-in-law) to attend the funeral service.

The name and relationship of the deceased must appear on the attendance record. The rate of pay for funeral leave days shall be at the employee's regular non-overtime daily rate, less normal payroll deductions.

H. **Jury Duty**

An employee who is summoned for jury duty shall make the request for a leave of absence immediately upon receipt of notice of jury duty service. Such leave shall be granted with pay upon proper application.

The rate of pay for jury duty leave days shall be at the employee’s regular daily rate, less normal payroll deductions and compensation paid by the court. Prior to receipt of payment, the employee shall be required to present a statement issued and signed by the Clerk of the Court stating the number of days the employee was on jury duty.

I. **Holidays**

Full time employees will receive the same paid holiday vacations during the school term as outlined in the current year’s school calendar, with the exception that they may be scheduled to work during the winter or spring recess as required by the superintendent. The rate of pay for holidays shall be at the employee's daily rate, less normal payroll deductions. Scheduled holidays are subject to change in accordance with the Board approved school calendar.

In order to receive holiday pay, the employee must work or use personal, vacation, or sick time for both the day before and day after the holiday.

The Board reserves the right to adjust, modify, or cancel these holidays based upon emergency situations caused by severe weather, or other unforeseen events.

Part time 12 month employees are entitled to five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.

J. **Snow/Emergency Days and Delayed Openings**

All employees are expected to work a regular workday on snow/emergency days unless otherwise directed by the Superintendent. At the employee’s request, the employee may choose to have the day paid as a vacation or personal day. If the employee has no accrued paid vacation or personal days available, the employee will be docked pay if absent. When there is a delayed opening of schools or an early dismissal, employees will work a regular workday unless otherwise instructed by the Superintendent.
III. WORK SCHEDULE AND HOURS

The hours of work for each employee will be determined by administration in accordance with the needs of the District. In addition to this section of the plan, employees should also refer to the Working Periods policy and the Time Clock Administrative Policy and Guidelines on the District Website.

A. Overtime Hours

Time worked in excess of forty (40) hours a week shall be paid at the rate of one and one-half (1-1/2) times the straight time hourly rate of pay. Sick and personal leave shall not be counted as time worked for purposes of computing overtime. All overtime must be pre-approved by the employee’s supervisor. If an employee is called in for an emergency, the employee will be paid time and one half (1-1/2) for hours worked. For overtime pay purposes, the work week is Monday through Sunday.

All hours over those regularly scheduled must be recorded when clocking in or clocking out by using a job code at the time clock.

IV. SUSPENSION OR DISCHARGE

The District will not suspend or discharge any employee arbitrarily. The District shall have the right to suspend or discharge any employee for incompetency, intemperance, neglect of duty, violation of the school laws of the Commonwealth of Pennsylvania or improper conduct as set forth in Section 514 of the School Code or as may be otherwise allowed by law. The District will determine in its sole discretion whether to utilize progressive discipline in any given situation and, if so, the degree of discipline to impose.

V. INSURANCE BENEFITS

All full time Employees are eligible for the benefits described in this Agreement through the District effective July 1 of each year or on the first of the month following a 60 calendar day waiting period from the employee’s hire date. All benefits described in this Agreement through the District shall terminate effective the last active day worked. Benefits shall be pro-rated accordingly.

The employee benefit information contained in this plan is only a brief summary of the benefits that the District offers. For a full explanation of particular benefits, the specific benefit plan documents should be consulted.

A group enrollment period shall be held each year in May. During this period, full time employees may elect to enroll/disenroll and/or add/delete eligible dependents in the medical, prescription, dental, vision and/or option out plans. Coverage starts on July 1 that next follows the date of enrollment.
Other changes to health care elections can be made during the plan year only for a qualifying change in employment or family status. Elections must be made within 31 days of the event.

Newly hired full time employees must enroll in the medical, prescription, dental, vision and/or option out plan(s) within thirty-one (31) days following the date of eligibility. Otherwise, enrollment is subject to the group enrollment period or change in life event, as defined by the carrier.

The District shall offer two packages from which the employee may choose coverage. Employees may select any plan but cannot elect individually from the Option 20/30/70 Plans & Option 320 Plans. During the term of this Agreement, should another employee group make changes to their plans or contributions, modifications may also be made to this group agreement.

Eligible dependents shall be defined as the employee’s legally married spouse as defined by Pennsylvania law and children including any stepchild, legally adopted child, a child placed for adoption, or any child whose coverage is the employee’s responsibility under the terms of a qualified release or court order. Dependent children may remain on their parent’s benefit plan up to age 26, regardless of student status, tax dependent status, marital status, or residence.

The Board reserves the right to revisit the healthcare plans during the term of the agreement should laws such as the Patient Protection and Affordable Care Act (PPACA) and other relevant legislation necessitate a change.

Selection of the carrier for any and all benefit plans is the prerogative of the School Board and is subject to change at any time.

During the term of this compensation plan, should another employee group within the district change plans and/or contributions, the District reserves the right to modify this agreement.

A. **Benefit Packages**

<table>
<thead>
<tr>
<th></th>
<th>Option 20/30/70 Package</th>
<th>Option 320 Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>PC 20/30/70 or a comparable plan $10/$25/$40/$100</td>
<td>PC 320 or a comparable plan $15/$30/$45/$100</td>
</tr>
<tr>
<td>Prescription</td>
<td>$10/$25/$40/$100</td>
<td>$15/$30/$45/$100</td>
</tr>
<tr>
<td>Dental</td>
<td>100%/80%/50% - $1500 PPO</td>
<td>100%/80%/50% - $1000 PPO</td>
</tr>
<tr>
<td>Vision</td>
<td>Standard Plan - In Network Only</td>
<td>No Vision</td>
</tr>
</tbody>
</table>

B. **Employee Contributions**

The District offers an employer/employee cost share arrangement for selected medical, prescription, dental, and vision insurance.
Full time employees who elect coverage shall contribute toward the monthly premium for the cost of medical, prescription, dental and vision benefits through mandatory payroll deductions. The employee contributions shall be:

<table>
<thead>
<tr>
<th></th>
<th>Option 2</th>
<th>Option 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019-2024</td>
<td>11%</td>
<td>9%</td>
</tr>
</tbody>
</table>

Such contributions shall be made through the District’s Cafeteria Plan on a before-tax basis to the extent allowed under Internal Revenue Service Code Section 125 and Related Regulations.

VI. OTHER BENEFITS

A. Life Insurance

The District shall pay one hundred percent (100%) of the premium for group life insurance coverage for full time employees. The amount of coverage shall be equivalent to one (1) times the annual base salary for each employee, rounded to the nearest $1,000, to a maximum of $60,000, including double indemnity for accidental death and dismemberment. Coverage is subject to the terms and provisions of the insurance carrier’s plans and provisions.

B. Voluntary Life Insurance (Optional)

Full time employees shall have the opportunity to purchase optional group life insurance coverage on a payroll deduction basis subject to the terms and conditions of the insurance company’s plan provisions.

Employees may be required to submit medical evidence of insurability.

C. Income Protection Insurance

The District shall pay one hundred percent (100%) of the premium for group coverage for income protection for full time employees. Coverage is subject to the terms and provisions of the insurance carrier’s plan.

Monthly benefits, if a claim for disability benefits is approved by the carrier, shall be equal to sixty percent (60%) of basic earnings not to exceed $1,500 per month with a minimum monthly benefit of $50. Benefits begin after the greater of sixty (60) days or the exhaustion of accumulated sick leave, whichever is later.

Disability benefits payable may be reduced by other income benefits received per the carrier’s plan provisions.
D. Flexible Spending Accounts

The District offers the opportunity to elect both a Medical Spending Account and Dependent Care Spending Account. This benefit allows you to set aside pre-tax dollars to pay for out of pocket eligible healthcare and dependent care expenses. The plan year runs on the fiscal year and the plan has a use it or lose it stipulation.

- For Medical Spending, the minimum election is $120 and the maximum election is $2,400.
- For Dependent Care, the minimum election is $120 and the maximum election is $5,000.

E. Tax Sheltered Annuities

All employees are able to contribute to Tax Sheltered Annuities through payroll deduction. A list of district-approved providers can be obtained from the District website or the Payroll Office.

F. Workers’ Compensation

All employees are covered by Workers’ Compensation. An employee suffering a work-related injury must immediately report the injury to his/her immediate supervisor or a building nurse, the District’s Benefits Office and the District’s workers compensation carrier. The employee must complete an accident report and submit it to Human Resources within one (1) week of the incident. A workers compensation packet, including a list of the health care providers, will be given to the employee. The employee must treat with a panel provider for ninety (90) days from the date of the employee’s first visit. An instruction sheet and list of health care providers is posted in each building.

G. Tuition Reimbursement

Employees are eligible for tuition reimbursement. All credits must be job related and approved for tuition reimbursement in advance by the superintendent or designee. Reimbursement for full time employees will be made at the rate of seventy-five percent (75%) of the cost, after submission of a certified transcript showing evidence of satisfactory completion of a pre-approved course with a grade of “B” or better. Reimbursement for part time employees will be prorated based on the percent of time the employee is regularly scheduled to work. In instances where study/skill development is approved in institutions or organizations that do not give a grade, the employee must provide evidence of satisfactory completion of the course or activity. In any case, written proof of payment must be submitted. Reimbursement is limited to twelve (12) credits per fiscal year – July 1 through June 30.

In the event that an employee separates from employment for any reason, other than for retirement pursuant to the provisions of PSERS, the employee shall be required to
reimburse the District for the total amount of tuition reimbursement received for courses completed within one year of the date of employment separation.

H. Conferences and Workshops

Attendance at conferences and workshops may be paid by the District only with the prior written approval of the employee’s Supervisor.

I. Mileage Reimbursement

When employees utilize private vehicles in conjunction with District activities and are so authorized by the District, the mileage reimbursement shall be the prescribed rate approved for business expense deductions for Federal Income Tax purposes. The effective date for mileage reimbursement rate changes shall be in line with IRS guidelines.

VII. RETIREMENT

All qualifying employees must become members of the Public School Employees Retirement System (PSERS) per PSERS guidelines. Employees will have the appropriate percentage of their gross pay deducted and paid into the retirement system. Employees shall be provided retirement benefits as provided by the Pennsylvania Public School Employees’ Retirement System (PSERS).

A. Pay for Unused Sick Leave at Retirement

Any employee who terminates his/her employment with the District and retires under the provisions of the PA School Employees’ Retirement System shall be paid $45 per day for all unused sick leave. Payment for unused sick days will be made as soon as administratively practicable in the employee’s paycheck following the submission of all attendance.

B. Pay for Unused Personal Leave at Retirement

Any employee who terminates his/her employment with the District and retires under the provisions of the PA School Employees’ Retirement System shall be paid $45 per day for all unused personal leave. Payment for unused personal days will be made as soon as administratively practicable in the employee’s paycheck following the submission of all attendance.