

# ***WHITEHALL-COPLAY SCHOOL DISTRICT ADMINISTRATORS/SUPERVISORS' COMPENSATION PLAN***

The Whitehall-Coplay School District adopts the following Administrators/Supervisors' Compensation Plan pursuant to the "Public School Code of 1949" as amended by Section 1164. The Board recognizes the importance of maintaining an effective Administrator/Supervisor Team to strengthen the Administration and Educational Programs of the District and to establish and improve communications, decision-making, and conflict resolution.

## **ARTICLE I - TERM OF COMPENSATION PLAN**

This Plan between the Whitehall-Coplay School District ("School District") and the Whitehall-Coplay School District Administrators and Supervisors ("Administrators/Supervisors") is effective July 1, 2015, through June 30, 2017.

## **ARTICLE II - ADMINISTRATORS/SUPERVISORS**

The term Administrators/Supervisors shall include the following positions for the purposes of this Plan:

### **ADMINISTRATORS:**

- Director of Curriculum & Instruction
- Elementary and Secondary Principals
- Elementary and Secondary Assistant Principals
- Director of Special Education
- Supervisor of Special Education
- Supervisor of Literacy K-12
- Athletic Director
- Supervisor of Buildings & Grounds
- Assistant Supervisor of Buildings & Grounds
- Supervisor of Food Services
- Supervisor of Financial Operations
- Supervisor of Technology Services
- Supervisor of Transportation Services

## **ARTICLE III - MANAGEMENT TEAM**

The School District recognizes and supports the management team philosophy. The purpose of this section is to provide a means by which compensation matters affecting the Administrators/Supervisors can be resolved within a framework of a management team philosophy.



**ARTICLE IV - MEET AND DISCUSS**

School District, upon the written request of a majority of the Administrators/Supervisors in the School District, shall be required to meet and discuss, in good faith of Administrator/Supervisor compensation, prior to adoption of the Compensation Plan.

**ARTICLE V - SALARIES AND WAGES**

An Administrator/Supervisor Compensation Plan adopted shall include, but not be limited, to the following items:

1. A description of the program determining Administrator/Supervisor salaries.
2. Salary amounts or salary schedule.
3. A listing of fringe benefits.


The method for determining salaries and wages to be effected by this Plan are accurately reflected in Appendix A, made part of this Plan, and that the wages and salaries set forth in Appendix A shall remain in force for the period of this Plan.

**ARTICLE VI**


Fringe benefits to be provided under this Plan are accurately reflected in Appendix B, attached to and made part of this Plan.

**WHITEHALL-COPLAY SCHOOL DISTRICT**

**ADMINISTRATORS/SUPERVISORS**

  
\_\_\_\_\_  
**President**

  
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\_\_\_\_\_  
**Secretary**

  
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**WHITEHALL-COPLAY SCHOOL DISTRICT**  
**APPENDIX A - SALARIES AND WAGES**

**A-1 ADMINISTRATORS/SUPERVISORS' SALARIES:**

For the 2015-2016 and 2016-2017 school years, Administrators/Supervisors shall be eligible for the following increases based upon the ratings received in the immediately preceding school year:

a. An overall satisfactory or proficient rating will result in the following increases for the school year in question:

1. During the 2015-2016 school year, Administrators/Supervisors receiving an overall satisfactory or proficient rating will receive a 3.30% increase over the preceding school year in question.

2. During school year 2015-2016, full-time Administrators/Supervisors who receive an overall satisfactory or proficient rating will receive a flat dollar increase of \$3,267.00, less legally required withholdings, over the preceding school year in question.

b. An overall unsatisfactory or failing rating will result in no increase for the school year in question.

c. A needs improvement rating will result in 50% of the increase for the school year in question that the Administrator/Supervisor would be eligible for if they received an overall satisfactory rating as set forth in Paragraph A-1a.1. 2. and 3. above.

d. Each Administrator/Supervisor's annual base salary shall be based on a 248-day work year.

Newly hired Administrators/Supervisors' salaries will be established within the discretion of the Superintendent and approval by the Board at the time of hire. Subsequent increases shall be in accordance with this Plan.

The Superintendent of the School District shall update salary ranges periodically by using salary ranges of the nine (9) school districts in Lehigh County and utilizing this study as a reference for possible salary adjustments and for the establishment of proper salary placement for new personnel.

Effective July 1, 2015, all payments due and owing Administrators/Supervisors shall be made through mandatory direct deposit to the account of the Administrators/Supervisors choice. The District Administration shall have the right to establish restrictions on the types of accounts where mandatory direct deposit may take place, so long as Administrators/Supervisors will have the right to have up to two (2) elections for investment, checking, or savings accounts or up to two (2) institutions governing their accounts.



## ***APPENDIX B - FRINGE BENEFITS***

### **B-1 ADMINISTRATORS/SUPERVISORS:**

***Fringe Benefits:*** The following fringe benefits shall be provided to eligible Administrators and Supervisors at the School District:

#### ***(a) Health Insurance Including Prescription Drug.***

##### **1. Health Benefit Plans Offered by the School District**

a. During the 2015-2016 and 2016-2017 school years, the School District will make available to eligible Administrators and Supervisors and their eligible dependents the following three (3) levels of health benefit plans:

(1) A PPO Plan having a \$10.00 copay for certain office visits (herein “PPO1”);

(2) A basic PPO2 Plan having deductibles of \$500.00 single and \$1,000.00 family (in-network); coinsurance in-network of 100%; 80% coinsurance out-of-network; \$20.00 office visit copay; and a \$35.00 emergency room copay (herein “PPO6”) or

(3) The PPO\$750 100/80 Plan (herein “PPO\$750 Plan”). As provided by the health insurance carriers contracted with the Lehigh County Schools Consortium.

b. The School District reserves the right to choose an alternate medical insurance carrier plan as long as the coverage is comparable to the existing plan.

##### **2. Unilateral Changes by the Health Benefit Plan Carrier**

a. The Administrators and Supervisors understand and agree that any and all changes unilaterally implemented by any health benefit plan, prescription drug insurance carrier, and/or dental insurance carrier will not and cannot be challenged by the Administrators or Supervisors.

##### **3. Allocation of Premium Costs**

a. The Core Health Plan will be the PPO6 (\$500/\$1000) Plan. The Board will contribute 95% of the premiums for single, husband and wife, parent and child, parent and children, and family coverage for the PPO6 Plan.

b. Should an Administrator or Supervisor opt for coverage under PPO1 Plan, in addition to the current deductibles and copayments for office visits, Administrators and Supervisors will pay the monthly difference between the PPO6 and PPO1 monthly premiums.

c. Should an Administrator or Supervisor opt for coverage under the PPO\$750 Plan, the Administrator or Supervisor will pay \$0 per pay for single contribution and \$10.00 per pay for a multiple party contribution.





The difference between the premium and the Board contribution shall be paid by the Administrator or Supervisor through regular, mandatory payroll deductions over pay periods determined by the Business Office.

4. Methods of Payment of Co-Pay Available to Administrators and Supervisors

a. So long as permitted under the Internal Revenue Code of 1986, as amended, the School District agrees to sponsor a plan pursuant to the Internal Revenue Code, Section 125 and its regulations promulgated thereunder, to: (1) permit eligible Administrators or Supervisors to elect to participate in any one of the School District-sponsored Health Benefit Plans described herein; (2) to pay his or her share of the premiums determined above on a pre-federal income and FICA basis; (3) to permit eligible Administrators or Supervisors to pay for other eligible benefits as established by the Section 125 Plan on a pre-federal income and FICA basis; or (4) decline participation. The parties agree that as a condition for the creation and implementation of this Section 125 Plan the District shall not incur any administrative or legal costs for the creation of the plan or the maintenance of the Section 125 Plan.

5. Duplicative Coverage

a. Where, by reason of relationship, one Administrator or Supervisor qualifies to be covered as a spouse or dependent of another Administrator or Supervisor, the School District's obligation shall be only to provide coverage for one Administrator or Supervisor (the subscribing member), which includes spouse or dependent coverage for other Administrator or Supervisor (the non-subscribing member). The non-subscribing member will be eligible to receive the waiver payment set forth in below.

6. Administrator or Supervisor's Right to Waiver/Bonus Payment to Opt Out of Health Benefit Plan Coverage

a. Under the Section 125 Cafeteria Plan, the Administrator or Supervisor shall, prior to the period of time designated by the School District as the "Plan Year" as required by the IRS Treasury Regulations, in addition to the option of selecting coverage under a Health Benefit Plan for the upcoming Plan Year shall also have the option to elect not to be covered under any of the School District-sponsored Health Benefit Plans for the Plan Year. Any Administrator or Supervisor who waives all coverages available to the Administrator or Supervisor, the Administrator or Supervisor's spouse and all dependents or if the Administrator or Supervisor does not have a spouse, and dependent(s), then the Administrator or Supervisor, for a Plan Year, shall be eligible to receive a cash bonus equal to Thirty Percent (30%) of PPO2's full annual premium rate for the subsequent year, which includes prescription and dental benefits. The amount of the cash bonus shall be determined based upon the Administrator or Supervisor's eligibility status (single, husband/wife, parent/child, parent/children, or family) as of the open enrollment period for each year of the Contract. The foregoing cash bonus shall be made by the School District to the Administrator or Supervisor in their biweekly paychecks over the pay periods determined by the Business Office. An Administrator or Supervisor who waives all coverages available to the Administrator or Supervisor, the Administrator or Supervisor's spouse, and all dependent(s), must provide satisfactory evidence to the School District that the Administrator or Supervisor has existing alternate basic health insurance coverage and must



further satisfactorily demonstrate that such coverage will be in force each year coinciding with the years of this Plan in order to be eligible for the annual cash bonuses described herein.

b. Any Administrator or Supervisor who so waived coverage and received a cash bonus and (i) is permitted under the terms of the Section 125 Plan to revoke the Administrator or Supervisor's waiver for the remainder of the Plan Year, or (ii) is no longer working for the School District and to the end of the Plan Year for which the coverage has been waived, agrees that a bonus has been paid for a period when the coverage is in place or post-termination of employment, to reimburse the School District (and be deemed to authorize the payroll withholding therefor) for an amount equal to the number of days left in the Plan Year on the date of the revocation or termination, divided by the total working days in the school year multiplied by the cash bonus payment. The School District may elect a payment schedule providing for the payment of cash bonuses on an alternate basis throughout the school year.

c. Eligible dependent, unmarried children shall be covered by health insurance in accordance with the insurer or plan requirements and state and federal law.

d. Only those Administrators or Supervisors working a regular schedule of at least thirty (30) hours per week shall be eligible for any fringe benefits, including health benefit plans.

e. Should the following occur: death of a spouse, divorce, separation, the Administrator or Supervisor's spouse no longer has a job with healthcare coverage, or the Administrator or Supervisor's spouse's employer no longer provides health insurance covering the Administrator or Supervisor, the Administrator or Supervisor can revoke his or her waiver in writing and reenter the plan provided that the insurer permits reentry. The Administrator or Supervisor will repay the waiver payment biweekly as determined by the Business Office and provide satisfactory evidence to the School District that the Administrator or Supervisor no longer has health coverage. It is understood that the School District has no control over whether the insurer will permit the Administrator or Supervisor to reenter the plan, and there can be no grievances should the insurer deny reentry into the plan.

**(b) Dental Insurance**

1. The School District will provide Dental Insurance coverage under the plan for Lehigh County Schools Medical Consortium or a substantially equivalent dental benefit program for the Administrator or Supervisor, his or her spouse and eligible children at School District expense.

2. The School District will provide dental insurance coverage for unmarried dependent children of an Administrator or Supervisor who are full-time students in a bona fide educational institution until they attain the age of twenty-five (25) at School District expense.

3. The choice of the insurance carrier service for each dental program shall be at the option of the School District.



**(c) Prescription Drug Benefits**

1. The School District will provide prescription drug insurance as provided by the prescription drug insurance carrier contracted with the Lehigh County Schools Consortium for each eligible Administrator or Supervisor and family member. The School District reserves the right to choose an alternate prescription drug insurance carrier or plan as long as the coverage is comparable to the existing plan.

The following table represents the deductibles for prescription drugs under the plan:

Type	2015-2016 School Year
Preferred Brand*	\$30.00
Generic*	\$10.00
Formulary Non-Preferred Brand*	\$50.00
Mail Order Preferred Brand**	\$60.00
Mail Order Generic**	\$20.00
Mail Order Non-Preferred Brand**	\$100.00

\*Retail will be a 30-day supply.

\*\*All mail orders will be a 90-day supply.

Effective July 1, 2016, and each school year thereafter, the prescription plan design, deductibles, copays, and Administrator and Supervisor premium shares shall be based upon the same provisions set forth in the Collective Bargaining Agreement between the School District and the Whitehall-Coplay Education Association for the 2016-2017 school year and each school year thereafter.

**(d) Vision Plan**

1. The School District will reimburse in any contract year toward the cost of an eye examination by a licensed vision care practitioner and toward the cost of a change of lenses prescribed by such vision care practitioner and actually purchased by the Administrator or Supervisor or one dependent per family per contract year. Payment will be made after receipts have been presented at the business office of the Whitehall-Coplay School District, at a maximum amount of \$180.00 per contract year.

**(e) Mileage Reimbursement**

1. Mileage reimbursement for School District-related mileage that does not constitute mileage to and from the Administrator/Supervisor's place of residence or domicile to the School District's workplace will be calculated at the then current IRS rate for mileage reimbursement.



**(f) Long Term Disability**

1. Long term disability insurance shall be provided by the School District for each Administrator or Supervisor who has been employed by the School District for a period of at least one (1) full calendar year, subject to the following conditions:

- a. There shall be waiting period of no less than ninety (90) days;
- b. Each Administrator or Supervisor must have exhausted all accumulated sick leave; sabbatical leave, or any other leave to which he or she is entitled, either by law or by this Agreement;
- c. The disability payments shall consist of 66-2/3% of salary, not to exceed, in any event, the sum of \$7,500 benefits payable each month to each Administrator or Supervisor under this program;
- d. Each beneficiary under this program shall have deducted from the long term disability payment those benefits received from social security, workers' compensation, any disability or retirement benefits actually received under the School District's pension plan and by any benefit payable under any statute benefits law, similar to governmental legislation, or any other School District-sponsored disability plan.
- e. During a period of long-term disability leave, the District's obligation to fund healthcare benefits shall only be for the period mandated by the Family and Medical Leave Act.

**(g) Personal/Emergency Days**

1. Each Administrator/Supervisor under this Plan shall be allowed three (3) personal days annually during this Plan without reason and subject to the following provisions:

- a. Personal days will not be authorized on an in-service day, on the first day of the school calendar, and the last five (5) days of the school calendar.
- b. Request for personal days must be submitted to the Superintendent forty-eight (48) hours in advance of the personal day requested on a form provided by the School District. The Superintendent shall have the right to waive the forty-eight (48) hours' notice provision for one (1) out of the three (3) personal days granted to permit an Administrator or Supervisor to use this personal day as an emergency day. The Superintendent's waiver, which is purely discretionary, shall be absolute and final and cannot be challenged through any process as to whether the day qualifies for emergency treatment.
- c. Unused personal days shall be credited to unused sick leave annually.
- d. An Administrator or Supervisor may bank four (4) unused personal days. Not more than four (4) personal days are to be used in any one school year. Part-time Administrators or Supervisors may bank a prorated portion of the amount of days based upon a formula approved by the District.





**B-2 SICK LEAVE:**

All Administrators or Supervisors will receive one (1) day per month of the year. Unused sick days will be cumulative from year to year without limitation.

Up to six (6) sick days per year may be used for the illness of an Administrator or Supervisor's spouse, child, parent, parent-in-law, brother, sister, grandparent, grandchild, or near relative who resides in the same household in a fiscal year. This section (sick leave) is not intended to expand the number of sick days a PDE certified staff member is to receive under the Public School Code of 1949, as amended, but replace the days under the Code.

In the event an Administrator or Supervisor does not meet the 90 calendar day provision to qualify for long-term disability benefits, the School Board will continue paying said Administrator or Supervisor's salary until such time as the long term disability waiting period is satisfied.

**B-3 VACATION:**

0 to 5 years of service	-	2 weeks
6 to 10 years of service	-	3 weeks
10 to 20 years of service	-	4 weeks
after 20 years of service	-	5 weeks

The computation of years of service shall include all years of professional service in education in any school district or educational organization.

The above stated vacation schedule shall become effective for new Administrators/ Supervisors immediately upon being hired, but the amount of vacation leave for the first year will be prorated based upon the amount of days worked during that initial school year.

Administrators or Supervisors who have not used all of their vacation prior to the June 30 deadline of each year because of some unusual circumstance and/or workload will be permitted to carry up to seven (7) days into the next year and receive payment for up to another seven (7) days at the Administrator or Supervisor's per diem rate. If an Administrator or Supervisor retires under this agreement, he/she will be paid for up to a maximum of seven (7) unused vacation days. The payment for the unused vacation shall be with the approval of the Superintendent and ratification of the School Board of School District and shall be paid prior to July 31 of the new fiscal year.

**B-4 RETIREMENT BENEFIT:**

Any Administrator or Supervisor retiring with ten (10) or more years of service in the PSERS, of which seven (7) years must be with the School District, the Administrator or Supervisor shall receive severance pay at his/her per diem rate for the first one hundred (100) days of unused sick days, and forty-two (42) dollars per day for unused sick days in excess of one hundred (100) days. The maximum payment under this provision shall not exceed thirty-four thousand (34,000) dollars.



School District shall cause to be contributed to the Administrator/Supervisor's qualified tax-sheltered annuity contract under the provisions of Internal Revenue Code Section 403(b) upon separation from service the foregoing unused but accrued sick days based upon the following schedule:

First year immediately following retirement (June 30) – 30% of the total amount

Second year immediately following retirement (June 30) – 30% of the total amount

Third year immediately following retirement (June 30) – 40% of the total amount (final payment)

The foregoing contributions to the Internal Revenue Code Section 403(b) plan shall be subject to the limits established by law for such accounts. Should the amount of contribution to the 403(b) plan exceed the limits established for such contracts in the year of separation of service or the years following separation of service, the District shall cause to be contributed as an employer non-elective contribution to one or more annuity contracts described in Code Section 403(b) an amount up to and equal to the limits established for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted.

Each and every Administrator/Supervisor covered by this Plan shall, as a condition to this benefit, be required to sign off on this Plan by stating:

**“THIS SHALL ACKNOWLEDGE THAT I, THE UNDERSIGNED ADMINISTRATOR/SUPERVISOR, HAVE AGREED TO THIS ACT 93 COMPENSATION PLAN FOR THE PURPOSE OF ALLOWING ME TO RECEIVE NON-ELECTIVE CONTRIBUTIONS TO SECTION 403(B) ANNUITY CONTRACTS AND SPECIFICALLY WITH RESPECT TO THE PAYMENTS FOR UNUSED BUT ACCUMULATED SICK LEAVE. I FURTHER ACKNOWLEDGE AND AGREE THAT IN THE EVENT I AM DEEMED TO HAVE BEEN IN CONSTRUCTIVE RECEIPT OF ANY OF THE AMOUNTS CONTRIBUTED OR INTENDED TO BE CONTRIBUTED TO THE SECTION 403(B) ANNUITY CONTRACTS, I SHALL REIMBURSE THE SCHOOL DISTRICT FOR ANY WITHHOLDING TAXES AND ANY INTEREST THEREON WHICH THE SCHOOL DISTRICT MAY BE REQUIRED TO PAY AS THE RESULT OF SUCH CONSTRUCTIVE RECEIPT. ALTERNATIVELY, AT THE REQUEST OF THE SCHOOL DISTRICT, I SHALL PAY SUCH TAXES DIRECTLY TO THE INTERNAL REVENUE SERVICE OR THE PENNSYLVANIA DEPARTMENT OF REVENUE. I FURTHER AUTHORIZE THE SCHOOL DISTRICT TO SATISFY MY REPAYMENT OBLIGATION BY APPLYING ANY AMOUNTS, WHICH THE SCHOOL DISTRICT WAS OTHERWISE REQUIRED TO CONTRIBUTE TO A SECTION 403(B) ANNUITY CONTRACT ON MY BEHALF AS DESCRIBED IN THIS COMPENSATION PLAN. IT IS MY INTENTION FURTHER THAT THIS COMPENSATION PLAN SERVES TO SET FORTH MY OBLIGATION TO INDEMNIFY AND HOLD HARMLESS THE SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES, AND BOARD MEMBERS FROM ANY CLAIM, WHICH THE INTERNAL REVENUE SERVICE OR THE PENNSYLVANIA DEPARTMENT OF REVENUE COULD ASSERT WITH RESPECT**



**TO THIS COMPENSATION PLAN AND THE TRANSACTIONS DESCRIBED  
HEREIN.”**

Administrators or Supervisors who fail to give sixty (60) days’ notice of his/her retirement shall forfeit this benefit.

If an Administrator or Supervisor is unable to give the notice because of illness, the Administrator or Supervisor shall receive the severance benefit.

The severance benefit shall be paid to the Administrator or Supervisor upon retirement or to the estate of the Administrator or Supervisor in the event of the Administrator or Supervisor’s death.

**EARLY RETIREMENT INSURANCE PLAN**

1. Only those Administrators or Supervisors who are fifty-five (55) years of age as of the effective date of retirement and who have a minimum of ten (10) full years of service in the School District OR who have a minimum of ten (10) full years of service in the School District and 35 years in the Pennsylvania Public School Employees’ Retirement System as of the effective date of retirement, shall be eligible to receive at retirement from the School District the core health benefit plan then in effect for single coverage and single coverage for dental and prescription benefits. Such Administrator or Supervisor must notify the School District prior to March 1 of the year in which he or she will retire pursuant to the Pennsylvania Public School Employees Retirement System (but not under disability retirement) to be eligible for these benefits. This program shall be a one-time option and must be exercised at the time of retirement, and failure to enroll at the time of retirement will forfeit this benefit.

2. The receipt at retirement from the School District of the PPO1 plan for single coverage will be with this plan or a substantial equivalent medical plan. The School District’s obligation to pay the premiums for said retirement plan will be reduced by the amount of premium payment assistance that the Administrator or Supervisor applies for from the Pennsylvania Public School Employees Retirement System, which is currently at \$100.00 per month. The obligation to provide such premium assistance for the PPO1 plan for single coverage shall last for a maximum of ten (10) years from the date of the Administrator or Supervisor’s retirement or until the Administrator or Supervisor dies, whichever comes first.

3. The Administrator or Supervisor will also be eligible to purchase dependent coverage under the following conditions:

a. The Administrator or Supervisor must advance the total amount of the premium to the School District, and such premium must be received by the 28th of each month.

b. If the Administrator or Supervisor is in default of advance payment set forth above, the Administrator or Supervisor will forfeit his or her spousal insurance coverage as of the first of the month following the advance premium due date.

4. The School District reserves the right to make modifications to this Early Retirement Insurance Plan in the future, which may include but not be limited to modifying the



health benefit plan (PPO1), coverage levels, plan offerings, and Administrator or Supervisor contributions toward premiums.

5. The right to make modifications to this Early Retirement Insurance Plan also extends to previous retirees covered by previous Act 93 Administrators/Supervisors' Compensation Plans. At a minimum, all Administrators/Supervisors who retired from the School District on or before the effective date of this Agreement and who are receiving retiree healthcare benefits pursuant to previous Act 93 Administrators/Supervisors' Compensation Plans shall be immediately required to reimburse the School District \$100.00 per month toward the cost of their basic health insurance coverage provided by the School District upon retirement. The Public School Employees' Retirement System (PSERS) currently provides a premium assistance benefit up to \$100.00 per month to eligible retirees for their basic health insurance coverage.

**B-5 LIFE INSURANCE:**

Life insurance coverage shall be equivalent to two (2) times the individual Administrator/Supervisor's annual salary.

At retirement, the Administrator or Supervisor will have the option to purchase term life insurance equal to one (1) times their salary subject to the terms and provisions of the insurance carrier.

**B-6 TUITION CREDIT REIMBURSEMENT:**

All Administrators and Supervisors who elect to continue their graduate education programs shall be reimbursed for costs and tuition at the rate of 100%. The Superintendent must pre-approve both the institution and course(s). The total reimbursement shall be for no more than 12 credits per year and for those courses with a "C" or better grade only. If an Administrator or Supervisor leaves the School District within two (2) years of course/tuition payments (reimbursement check date), the Administrator or Supervisor shall reimburse the School District for the initial course/tuition payment expense that the School District incurred during that two (2) year period.

**B-7 PROFESSIONAL DUES:**

At the discretion of the Superintendent, professional dues for Administrators or Supervisors will be paid for by the School District.

**B-8 MEDICAL EXAMINATION:**

The Administrator or Supervisor may receive a bi-annual medical examination for which the School District will reimburse the Administrator or Supervisor for expenses which are not covered by insurance to a maximum of two-hundred fifty (250) dollars upon presentation of receipted invoices.





**B-9 CONFERENCES:**

Administrators or Supervisors, at the discretion and written preapproval of the Superintendent, may attend state and national conferences to promote professional growth, with all related expenses reimbursed in accordance with established board policies.

**B-10 SCHOOL HOLIDAYS:**

During the school year, when teachers and pupils have a holiday and the offices are open, one Administrator or Supervisor will be on duty for the entire School District.

**B-11 LEAVES OF ABSENCE WITH PAY FOR CHILDREARING LEAVE, DISABILITY, MATERNITY NEEDS, EMERGENCY REASONS, AND FAMILY AND MEDICAL LEAVE:**

The School District will permit leaves of absence without pay or benefits required by disability, maternity needs, or other emergency reasons. The following conditions will apply:

1. All extensions or renewals of leaves shall be applied for and granted in writing.
2. Any Administrator or Supervisor, who becomes unable to perform his or her duties, excluding work-related injuries, may apply for a leave of absence effective the first day of absence or injury with a duration not to exceed one (1) year. This leave shall be without pay and without benefits following the exhaustion of any Family and Medical Leave Act time or exhaustion of accumulated leave time. During this leave period, Administrators or Supervisors shall be entitled to use any accumulated sick/personal days and retain their paid benefits package
3. Childrearing leave of up to one and one-half (1.5) years without pay and without benefits shall be granted to all Administrators or Supervisors. An Administrator or Supervisor shall be eligible for this leave either because of pregnancy of the natural mother or because of the adoption of an infant less than one and one-half (1.5) years of age by the Administrator or Supervisor. Administrators or Supervisors shall return to work at the conclusion of the leave at the beginning of the marking period closest to the end of their leave period, unless another time is recommended by the Superintendent in the Superintendent's sole and exclusive discretion and approved by the Board in its sole and exclusive discretion. The Administrator or Supervisor shall notify the Superintendent in writing of their intention to return at least sixty (60) days prior to the requested return date.
4. Upon return from leave, all benefits to which the Administrator or Supervisor was entitled at the time his or her leave of absence commenced, including seniority and unused accumulated sick leave, shall be restored to him or her upon his or her return.
5. a. Administrators or Supervisors absent from work who are unable to perform their regular work due to a physical, mental or work-related injury shall be placed on medical leave of absence for up to one (1) calendar year, subject to the Accidental Injury Provision herein. During the period of such leave, the Administrator or Supervisor shall be eligible to utilize (or in the case of a work-related injury qualifying for workers' compensation benefits, he/she may elect to utilize) any accumulated leave time and their position shall be held



open. Once all accumulated leave is exhausted, the leave shall be without pay and benefits as permitted by law. Full-time Administrators or Supervisors shall be eligible for family and medical leave in accordance with federal law.

b. The School District shall provide medical insurance for those full-time Administrators or Supervisors who are eligible for the continuance of medical insurance benefits consistent with the Family and Medical Leave Act. Full-time Administrators or Supervisors shall also continue to receive any compensation/benefits provided by the School District's workers' compensation insurance or any short-term, disability insurance that may or may not be offered subject to the policy limits and benefits availability.

c. Administrators or Supervisors must return to employment and work for a period thirty (30) work days in a forty-five (45) day work period to reestablish their rights under this Section. Failure to reestablish rights shall constitute a voluntary resignation by an Administrator or Supervisor effective that last working day or the end of the leave, whichever is later.

d. At the end of such leave period, assuming that the Administrator or Supervisor is willing and capable to return to work, efforts shall be made to assign the Administrator or Supervisor to the same position or a position similar in nature for which the Administrator or Supervisor is certified.

6. The utilization of any accumulated leave during an approved family and medical leave shall run concurrently with the unpaid family and medical leave. All leaves of absence shall run "concurrently" with all other applicable leaves and shall not extend beyond the allowed period of absences that are defined in this Plan. Example: There would be no stacking of sick days, family and medical leave, and so on, to extend beyond a one (1) year leave or the duration of the specific leave.

#### **B-12 ACCIDENTAL INJURY PROVISION:**

In the case of accidental injury on the job, the Administrator or Supervisor may elect to receive workers' compensation payments in lieu of accumulated leave days (sick and/or personal) for the duration of the injury, but he/she may not receive both sick leave and workers' compensation.

In the event the disability extends beyond accumulated leave days, then the Administrator or Supervisor shall receive the payments provided by the workers' compensation carrier.

During the first seven (7) days of absence due to a job-incurred disability, the Administrator or Supervisor's accumulated sick or personal leave shall be utilized (in that order.) If at any time the workers' compensation payments become retroactive to the first day of absence, the Administrator or Supervisor will reimburse the District for the first seven (7) days of absence at the workers' compensation daily rate.

1. All job-related accidental injuries must be reported to designated individuals of the School District within twenty-four (24) hours of its occurrence.



2. In such cases where an Administrator or Supervisor elects to receive accumulated leave in lieu of the workers' compensation payment, all workers' compensation payments received by the Administrator or Supervisor shall be returned (workers' compensation check endorsed and surrendered) to the District.

3. Upon expiration of the accumulated leave, the Administrator or Supervisor shall receive only workers' compensation.

4. Workers' compensation subsistence payments shall be in accordance with State law.

5. In a case where workers' compensation payments may be initially delayed and later approved retroactively (to the first day of absence, as an example), the Administrator or Supervisor will reimburse the School District for accumulated leave days of absence utilized to that point at the workers' compensation daily rate (workers' compensation retroactive check endorsed and surrendered) to the District. The Administrator or Supervisor may then elect to continue to utilize accumulated leave until exhausted or workers' compensation period of qualification.

6. In the event the Administrator or Supervisor cannot return to work at the expiration of the twelve (12) month period of medical leave, the School District reserves the right to hire a full-time replacement and/or terminate the Administrator or Supervisor.

7. During the period of medical leave, health insurance benefits will only be funded by the School District for the time period mandated pursuant to the Family and Medical Leave Act or for the period the Administrator or Supervisor utilizes accumulated leave time.

**B-13 AMENDMENTS:**

The School District reserves the right to amend this Plan at any time during its term within its sole and exclusive discretion.

