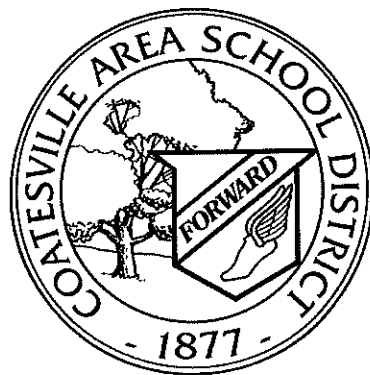


# COATESVILLE AREA SCHOOL DISTRICT

## ADMINISTRATIVE & EMPLOYEE COMPENSATION PLAN



July 1, 2022, to June 30, 2026

**ADMINISTRATIVE COMPENSATION PLAN**

**Recitals**

WHEREAS, the Coatesville Area School District (“the School District”) has previously adopted two Administrative Compensation Plans—one for its certificated administrators and one for its non-certificated administrators; and

WHEREAS, the School District has determined that beginning July 1, 2022, it would have only one such administrative compensation plan covering both certified administrators and non-certified administrators; and

WHEREAS, the School District has determined that “Employees” as defined herein should also be included in this Plan; and

WHEREAS, the School District and the representatives of the Administrators and Employees have engaged in “meet and discuss” in accordance with Act 93;

NOW, THEREFORE, the Board of School Directors of the School District (“the School Board”) hereby adopts this Compensation Plan (“the Plan” or “this Plan”)

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**Terms and Conditions of the Plan**

**Article I. Term.**

§1.1 *Term.* The term of this Plan commences July 1, 2022, and ends June 30, 2026.

**Article II. Definitions and Construction.**

§2.1 *Definitions.* When capitalized herein, the following terms shall have the following meanings unless the context clearly indicates otherwise:

§2.1.1 “Act 1 Index” shall mean the index as published by the Pennsylvania Department of Education in the Pennsylvania Bulletin each year in accordance with section 333(1) of the Taxpayer Relief Act, 53 P.S. §6926.333(1).

§2.1.2 “Act 93” shall mean §4 of Act 93 of 1984, June 29, P.L. 438, 24 P.S. §11-1164.

§2.1.3 “Administrator” shall mean any employee of the School District below the ranks of superintendent and assistant superintendent, but including the rank of first level supervisor, who

by virtue of assigned duties is not in a bargaining unit of public employees as created under the PERA. However, this definition shall not apply to anyone who has the duties and responsibilities of the position of Director of Business Administration or Director of Human Resources. For purposes of clarity and application of this definition to the School District, the following job titles are covered by this Plan:

§2.1.3.1 Administrator on Assignment: Supervisor of Curriculum;

§2.1.3.2 Administrator on Assignment: Supervisor of Online & Innovative Learning;

§2.1.3.3 Assistant Business Manager;

§2.1.3.4 Assistant Principals;

§2.1.3.5 Athletic Director;

§2.1.3.6 Director of Educational Services;

§2.1.3.7 Director of Operations & Facilities;

§2.1.3.8 Director of Public and School Safety;

§2.1.3.9 Director of Pupil Services;

§2.1.3.10 Principals;

§2.1.3.11 Maintenance Manager;

§2.1.3.12 Supervisor of Food Service;

§2.1.3.13 Supervisor of Pupil Services;

§2.1.3.14 Supervisor of Special Education; and

§2.1.3.15 Supervisor of Transportation.

§2.1.4 “Applicable Law” shall mean any applicable federal, state or local law, regulation, ordinance, policy or the holding of any court decision that is applicable to the matter(s) addressed.

§2.1.5 “Covered Individual” shall mean an individual covered by this Plan. More specifically, the terms mean an Administrator as defined in §2.1.3 hereof and an Employee as defined in §2.1.6 hereof, as applicable.

§2.1.6 “Employee” shall mean any employee of the School District below the rank of superintendent, assistant superintendent and below the rank of first level supervisor, who by virtue

of assigned duties is not in a bargaining unit of public employees as created under the PERA. For purposes of clarity and application of this definition, the following job titles are covered by this Plan:

- §2.1.6.1 Accountant;
- §2.1.6.2 Accounts Payable Specialist;
- §2.1.6.3 Administrative Assistant/Access-Special Education;
- §2.1.6.4 Air Force Junior ROTC SASI Officer-Lead;
- §2.1.6.5 Air Force Junior ROTC SASI Officer;
- §2.1.6.6 Cook/Manager;
- §2.1.6.7 Data Specialist;
- §2.1.6.8 Dual Managers;
- §2.1.6.9 Executive Administrative Assistant to the Business Manager;
- §2.1.6.10 Executive Administrative Assistant to Director of Educational Services;
- §2.1.6.11 Executive Administrative Assistant to the Director of Human Resources;
- §2.1.6.12 Executive Administrative Assistant to the Director of Operations and Facilities;
- §2.1.6.13 Executive Administrative Assistant to the Director of Pupil Services;
- §2.1.6.14 Executive Administrative Assistant to the Superintendent;
- §2.1.6.15 Family Liaison;
- §2.1.6.16 Human Resources Generalist;
- §2.1.6.17 Level II Technicians (Technology);
- §2.1.6.18 IT Help Desk Support (Technology);
- §2.1.6.19 Payroll Specialist;
- §2.1.6.20 Police Officers;
- §2.1.6.21 Purchasing/Fiscal Specialist; and

**§2.1.6.22** Transportation Specialist.

**§2.1.7** "PERA" means the Public Employee Relations Act, 43 P.S. §1101.101 *et seq.*

**§2.1.8** "Plan" means this Compensation Plan. There are no "side agreements," Memorandums of Understanding or Memorandums of Agreement between the School District and the Administrators or Employees hereto except for those agreed upon and approved by the School Board at a public meeting after entering into this Agreement.

**§2.1.9** "Required by Law" means a mandate contained in law that compels the School District to act or refrain from acting and that is enforceable in a court of law. "Required by Law" includes court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or an administrative body; conditions for participation in any program agreed upon by the School District or imposed upon the School District for participating in the program; and terms of assurances made by the School District to any state or federal agency.

**§2.1.10** "School Board" or "Board" means the Board of School Directors of the School District.

**§2.1.11** "School District" means the Coatesville Area School District.

**§2.1.12** "School Year" means the period of time from July 1 to the subsequent June 30 each year.

**§2.1.13** "Superintendent" means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them.

**§2.2 Construction.** This Plan shall be interpreted in accordance with Applicable Law and the following provisions.

**§2.2.1** The words "include," "includes," and "including" are deemed to be followed by the words "without limitation";

**§2.2.2** The words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole.

**§2.2.3** References herein to sections or subsections includes all of their subsections.

**§2.2.4** References herein to Articles includes all of the sections and subsections in the Article.

**§2.2.5** References to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

§2.2.6 The headings used in this Plan are for reference and convenience only, do not in any way define, limit, describe, or amplify the provisions of this Plan or the scope or intent of this Plan, are not a part of this Plan, and will not enter into the interpretation of this Plan.

§2.2.7 This Plan shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

§2.3 *Intent.* Nothing in this Plan shall be interpreted as changing or supplanting the management rights of the School Board or the School District or the job security provisions contained in Applicable Law, including the School Code. The School District retains the right to add to or change the listing of Administrators set forth in §2.1.3 or the listing of Employees set forth in §2.1.6.

§2.4 *Service Requirements.* Whenever this Plan requires any length of services for the School District to qualify for a benefit or a level of benefits, the service must have been in an employment category covered by this Plan or an administrative compensation plan that is a predecessor plan.

### **Article III. Compensation**

§3.1 *Salary Ranges and Adjustments.* The annual salary ranges for the 2022-2023 school year for full-time Covered Individuals shall be as stated in this **Article**.

§3.2 *Annual Act 1 Adjustments.* The salary ranges shall be adjusted annually based on the Act 1 Index. Salaries paid to Covered Individuals shall be within the applicable salary range.

§3.3 *Part-time Compensation.* Notwithstanding anything herein to the contrary, the annual salary ranges as stated herein shall be adjusted proportionately for those Covered Individuals employed on a part-time basis.

§3.4 *Individual Salaries.* Except as otherwise stated herein, each Covered Individual shall be paid the annual wage determined by the School District. Annual increases shall be made as stated herein.

§3.5 *Periodic Review.* Periodically, a formal study of salaries will be conducted to ensure that salaries remain competitive within their peer group.

§3.6 *Advancement through Range.* Covered Individuals who demonstrate sustained excellent performance will be able to advance from the bottom to the top of a salary range in 12-16 years.

§3.7 *Increases for Those at the Top.* Covered Individuals at the top of the salary range will generally receive salary increases equal to the increase in the salary range in a given year based on the base Act 1 Index.

§3.7.1 *Additional Increase.* Any additional increase that a Covered Individual at the top of the range may earn based on his/her performance evaluation will be paid in the form of deferred



supplemental compensation. Such deferred supplemental compensation will be paid in accordance with Applicable Law, including the Internal Revenue Code and applicable regulations.

**§3.8 Bonus.** The School Board may award a one-time bonus to a Covered Individual to recognize truly outstanding performance in a given year based on a recommendation by the Superintendent.

**§3.9 Increases for Those Below Top.** Increases for Covered Individuals with salaries below the maximum for their position will be calculated considering two components. The first component will be the percentage increase based on the base Act 1 Index. The second component will be a percentage increase recommended by the Superintendent for high-performing Administrators to allow the Administrator to advance through the salary range.

**§3.10 Full-time Administrator Ranges.**

<b>Classification</b>	<b>Minimum</b>	<b>Maximum</b>
Administrator on Assignment: Supervisor of Curriculum	\$90,000	\$135,000
Administrator on Assignment: Supervisor of Online and Innovative Learning	\$90,000	\$135,000
Director of Educational Services	\$120,000	\$170,000
Director of Pupil Services	\$120,000	\$170,000
Director of Operations and Facilities	\$100,000	\$150,000
Assistant Business Manager	\$105,000	\$135,000
Principal, High School	\$110,000	\$160,000
Principal, Secondary 6-8	\$105,000	\$140,000
Assistant Principal, Secondary 6-12	\$95,000	\$135,000
Principal, Elementary	\$100,000	\$130,000
Assistant Principal, Elementary	\$90,000	\$115,000
Supervisor of Food Service	\$80,000	\$95,000
Supervisor of Pupil Services	\$90,000	\$135,000
Supervisor of Special Education	\$90,000	\$135,000
Supervisor of Transportation	\$70,000	\$105,000
Athletic Director	\$95,000	\$125,000
Director of Public and School Safety	\$80,000	\$110,000
Assistant Director	\$90,000	\$135,000

**§3.11 Full-time 12-Month Employee Ranges.**

<b>Classification</b>	<b>Days</b>	<b>Minimum</b>	<b>Maximum</b>
Accountant	260	\$50,000	\$70,000
Accounts Payable Specialist	260	\$50,000	\$65,000
Administrative Assistant/Access-Special Education	260	\$40,000	\$65,000
Air Force Junior ROTC Officer	260	\$60,000	\$90,000
Data Specialist	260	\$65,000	\$85,000

<b>Classification</b>	<b>Days</b>	<b>Minimum</b>	<b>Maximum</b>
Executive Administrative Assistant	260	\$50,000	\$80,000
Family Liaison	260	\$40,000	\$65,000
Human Resource Generalist	260	\$60,000	\$85,000
IT Help Desk Support	260	\$40,000	\$65,000
IT Level II Technician	260	\$40,000	\$65,000
Maintenance Manager	260	\$60,000	\$90,000
Payroll Specialist	260	\$50,000	\$65,000
Purchasing/Fiscal Specialist	260	\$50,000	\$70,000
Transportation Specialist	260	\$50,000	\$70,000

**§3.12 Full-time Salaried 10-Month Employees Ranges .**

<b>Classification</b>	<b>Days</b>	<b>Minimum</b>	<b>Maximum</b>
Air Force Junior ROTC Officer-Lead	200	\$90,000	\$110,000
Cook/Manager	191	\$18,000	\$35,000
Dual Manager	191	\$20,000	\$40,000

**§3.13 Hourly 10-Month Employees Ranges .**

<b>Classification</b>	<b>Days</b>	<b>Minimum</b>	<b>Maximum</b>
Police Officer	210	\$40,000	\$60,000

**§3.14 New or Changed Classifications and Ranges.** The School District has the right to create new or altered classifications, job descriptions and salary ranges and to make the commensurate assignments of Administrators and Employees.

**§3.15 Eligibility for Annual Increase.** An Administrator or an Employee must be in compensated status for at least fifty percent (50%) of the workdays applicable as stated in §3.10 through §3.13 hereof in any school year and must receive a satisfactory rating for the year to be eligible for a raise in the next school year. Any Administrator or Employee who is not in paid status for at least ninety (90) workdays or who does not receive a satisfactory rating in any school year shall not receive a raise for the following school year.

**Article IV. Workdays**

**§4.1 Full-time Administrators.** Generally, full-time Administrators shall work five (5) days per week, fifty-two (52) weeks per year, a minimum of eight hours (8) hours per workday, except as follows:

**§4.1.1** Sick days as allowed in this Plan;

**§4.1.2** Vacation as allowed in this Plan;

**§4.1.3** Holidays as defined in this Plan;

§4.1.4 Personal days as allowed in this Plan;

§4.1.5 Paid or unpaid leaves as required in this plan or under Applicable Law; and

§4.1.6 Days on which the School District is closed and Covered Individuals are advised that they are not required to work, such as the case on certain inclement weather days.

§4.2 *Part-time Covered Individuals*. Part-time Covered Individuals shall work on such a schedule as assigned by the School District. The Covered Individual and School District shall agree upon the hourly or daily rate as may be applicable based on the ranges stated in **Article III** hereof.

§4.3 *Minimum Expectations*. The foregoing requirements are minimum work and attendance requirements. Except when absent in accordance with a lawful leave or this Plan, the Administrators and/or the Employees and the School Board recognize that work may have to be performed after school, on days that school is not in session, during the evening or on weekends. Without limiting the generality of the foregoing, the following specific rules apply:

§4.3.1 *Principals*. Except when absent in accordance with a lawful leave or the terms and conditions of this Plan, Building Administrators (Principals & Assistant Principals) are to be in their buildings prior to the beginning of the staff day and must, at a minimum, remain until all buses have returned students to their homes.

§4.3.2 *Administrators*. Except when absent in accordance with a lawful leave or this Plan, Administrators must be available to respond timely to issues arising within the scope of their responsibilities, regardless of when the issue arises.

§4.3.3 *Responsibilities Outside the Usual Workday*. Except when absent in accordance with a lawful leave or this Plan, Administrators must be available and must attend meetings, conferences, training and other events which apply to them, regardless of the time when said meetings, conferences or training occurs. The District will endeavor to plan in advance.

§4.4 *Emergencies*. Covered Individuals may be called by the Superintendent to report to work when school is closed to address an emergency.

#### **Article V. Jobs For Second Employers Prohibited.**

§5.1 *Outside Employment Prohibition*. No Administrator may be employed by a second employer unless such employment has been approved by the School Board at a public meeting and the second job will not interfere with the Administrator's responsibilities to the School District.

#### **Article VI. Benefits.**

§6.1 *Professional Dues*.

§6.1.1 The School District encourages its Administrators to take an active role in organizations related to their professional responsibilities. To this end, the School District will pay

the yearly membership fee to the one (1) professional organization of the Administrator's choice subject to approval of the Administrator's immediate supervisor and the Superintendent. The School District will only reimburse memberships to a maximum of six hundred dollars (\$600) per Administrator per school year.

**§6.1.2** Each Employee may choose to belong to one professional organization. The School District will contribute up to Three Hundred Dollars and No Cents (\$300.00) per year of the payment for one professional membership related to the Employee's job and approved by the School District.

**§6.2 Insurance and Self-Insurance Benefits.**

**§6.2.1 Precedence of Plan Documents.** Notwithstanding anything herein to the contrary, all insurance and self-insured benefits or coverages are subject to the terms, conditions, limitations and exclusions of the applicable insurance policy or plan document.

**§6.2.2 Health Insurance.**

**§6.2.2.1** The School District will provide the Blue Cross Personal Choice High Deductible Health Plan HDHP HD-HC ("the HDHP"), subject to the terms, conditions, limitations and exclusions contained in this Plan and in the applicable health plan documents.

**§6.2.2.1.1** The HDHP is a medical plan with integrated drug which provides covered medical and surgical inpatient and outpatient services through participating and non-participating providers. This plan shall have an annual deductible consisting of \$1,500 for individual coverage and \$3,000 for family coverage in network; and \$5,000 for individual coverage, and \$10,000 for family coverage out of network. Said annual deductibles shall be adjusted as needed to ensure they satisfy the minimum requirements under federal law to continue to qualify as a HDHP at the individual and family coverage levels.

**§6.2.2.1.2** To offset the cost of the annual deductibles of the HDHP, the District agrees to open and assist in funding a Health Savings Account ("HSA") for each eligible employee or family group electing coverage under the HDHP. The contributions that the District will make to this HSA shall be \$1,500 for an individual and \$3,000 for a family for the term of this Plan.

**§6.2.2.1.3** Contributions to the HSA will be made at the start of each plan year. These contributions will be prorated based on number of months served and will equally be prorated when life events are reported that change employees' coverage between individual and family. Individuals can voluntarily contribute up to a maximum tax deferred amount allowable under the law into their individual HSA account.

**§6.2.2.1.4** Notwithstanding anything herein to the contrary, if any Covered Individual has been covered by a different health care plan prior to July 1, 2022, said health care plan shall be continued through and including December 31, 2022.

**§6.2.2.2** Each Covered Individual who elects Health Benefits (Medical, Prescription, Dental and Vision) coverage shall be responsible for contributing through payroll deduction the monthly amount equal to four percent (4%) of the monthly premium. These contributions may be made in pre-tax dollars through the District's Section 125 plan.

**§6.2.2.3** A retired Administrator or Employee is permitted to purchase hospitalization through the district group until age sixty-five (65) subject to the terms, conditions and limitations of Applicable Law and the rules of the plan or policy. If made available by the carrier, such individuals will also be permitted to purchase, in accordance with the above, other insurance benefits made available to Administrator.

**§6.2.3** *Dental and Vision Benefits.* The School District shall continue the same dental and vision benefits for the term of this Plan as had been in existence prior to July 1, 2022.

**§6.2.4** *Opting Out of Health Benefits.* Except as otherwise Required by Law, Covered Individuals may opt out of health benefits in accordance with the following terms and conditions.

**§6.2.4.1** Opting out must apply to all health care coverage—i.e., hospital, doctor, prescription, dental and vision. By way of clarity, the Covered Individual is either fully in or fully out.

**§6.2.4.2** A Covered Individual who opts out shall be excused from premium share payments under this Plan.

**§6.2.4.3** The Covered Individual must sign a waiver of coverage and a release of claims against the School District.

**§6.2.4.4** Covered Individuals must show that they are covered or will be covered by other health care in order to be eligible to opt out under this **§6.2.5**.

**§6.2.4.5** Except as otherwise allowed by the School District or otherwise Required by Law:

**§6.2.4.5.1** a Covered Individual's decision to opt out is binding until the next enrollment periods;

**§6.2.4.5.2** a Covered Individual desiring to opt out shall indicate his or her intent to opt out during the open enrollment period each school year on forms provided by the School District; and

**§6.2.4.5.3** Covered Individuals hired after the start of the fiscal year will have the option of opting out upon initial employment in the School District.

**§6.2.5** *Spousal Waiver.* Notwithstanding anything herein to the contrary, if the Covered Individual's spouse is employed and his/her employer provides medical coverage, the spouse shall not be eligible to participate in the School District's medical benefits plan. Any spouse currently covered on the School District medical benefits plan must provide written verification indicating

that he/she is not eligible to receive or elect benefits from his/her employer. If a spouse currently covered under the School District's medical benefits plan has the ability to elect coverage from his/her employer, the spouse shall be removed from the School District's medical benefits plan and enrolled in his/her employer's plan at the next available opportunity. Verification of the next open enrollment period from the spouse's employer will be required. A Covered Individual may elect coverage for dependents upon providing appropriate verification of dependents.

**§6.2.6 Verification.** The School District has the right at any time to obtain verification from any Covered Individual, spouse or dependent whether he or she is entitled to coverage or any benefits being provided or claimed. Each Covered Individual, spouse and dependent shall cooperate with such requests for verification. If it is determined at any time that any Covered Individual, spouse or dependent is not entitled to coverage or any benefits that had been paid or provided, the Covered Individual shall be responsible for the repayment of any costs that resulted from the provision of benefits improperly administered. The Covered Individual may also be subject to discipline, including discharge, in accordance with applicable law.

**§6.2.7 Income Protection (Long Term Disability) Benefits.** The School District shall pay one hundred percent (100%) of the premium of long-term disability insurance for each full-time Administrator or Employee.

**§6.2.7.1 Sickness/Accident Benefits – to Social Security Normal Retirement Age**

**§6.2.7.2** The Administrator and Employee will receive 66 2/3% of their gross annual salary to a maximum of ten thousand five hundred and sixty (\$10,560.00) per month.

**§6.2.7.3** The elimination period is the greater of all leave (Sick, Vacation, Personal, Etc.) or 60 calendar days.

**§6.2.8 Life Insurance.** The School District shall pay one hundred percent (100%) of the premium of group term life insurance for each full-time Administrator or Employee, including Accidental Death and Dismemberment, equal to two times the base salary rounded up to the nearest One Thousand Dollars (\$1,000) to a maximum Two Hundred Thousand Dollars (\$200,000).

**§6.3 403b Plan.** The School District shall maintain a 403b Plan into which Administrators or Employees, full-time and part-time who otherwise qualify, may make tax deferred contributions.

**§6.4 Deferred Compensation.** For each year of this Plan, the School District shall increase the Administrator's or Employee's annual salary by an additional Four (4) percent for those employed in this Plan less than 5 years. Once an individual is employed by the School District under this Plan or a prior Plan for 5 calendar years, deferred compensation will be 5%. The employee shall defer this amount directly into a 457(b) account established by the employee with a provider approved under the district's IRS §457(b) Non-Qualified Deferred Compensation Plan.

**§6.5 Continuation of Benefits or Insurance.**

**§6.5.1** Full-time Covered Individuals shall have the right to continue insurance coverage or convert to individual coverage during unpaid leaves of absence at their sole cost and expense (less the FMLA requires the School District to pay for benefits); provided, however, that the insurance plan and/or carrier allows such continuation of coverage or conversion to an individual policy.

**§6.5.2** Full-time Covered Individuals shall have the right to convert to an individual policy after separating from service with the School District to the extent allowed by any applicable plan, policy or insurer.

**§6.5.3** Healthcare may be continued after separation of service by any Administrator or Employee subject to the terms, conditions and limitations set forth in COBRA and/or section 513(b.1) of the School Code, 24 P.S. §5-513(b.1).

**§6.6** *Reimbursement For Tuition Credits Earned.* Subject to the terms, conditions and limitations set forth hereinafter, each full-time Administrator or Employee shall be reimbursed for tuition:

**§6.6.1** Tuition reimbursement must be applied for and approved before the Administrator or the Employee begins the course.

**§6.6.2** The application for tuition reimbursement must be on a form used by the School District for such purpose.

**§6.6.3** Notwithstanding anything herein to the contrary, no course shall be eligible for reimbursement if it started before the Administrator or Employee began employment with the School District or ends after the Administrator ends his/her employment with the School District.

**§6.6.4** The course(s) must be directly related to Administrator's and/or Employee's job duties with the School District or must be required by the Superintendent.

**§6.6.5** The course(s) must be related to a degree or advanced degree program in which the Administrator or the Employee is enrolled.

**§6.6.6** The course(s) must be either required by the Superintendent or recommended for reimbursement by the Superintendent (which recommendation will not be unreasonably withheld) and approved in advance by the School Board.

**§6.6.7** Only graduate level courses are eligible for reimbursement, unless the course(s) is required by the Superintendent.

**§6.6.8** The Administrator or Employee must receive either an "A" or "B" in the course, unless the course is offered only on a pass-fail basis, in which case the Administrator or Employee must receive a "pass." If a course is offered only as a pass-fail course, that fact must be made known to the Superintendent before the matter is referred to the School Board.

**§6.6.9** The School District will reimburse no more than one hundred percent (100%) of tuition costs actually paid by the Administrator or Employee for course study to a maximum of the per credit cost for graduate courses at the Penn State University, University Park rate. Each Administrator or Employee will be entitled to reimbursement for a maximum of 12 credits per year or until such time as all District funds allocated for reimbursement have been depleted.

**§6.6.10** The reimbursement payment will be made directly to the Administrator or the Employee within thirty (30) days of the receipt of all required documentation to the Human Resources Office. The documentation must include the description of courses, evidence of grade received, credits, and tuition charges.

**§6.6.11** Credits earned by an Administrator or an Employee under a fellowship, continuing education courses, scholarship, etc.; are not eligible for reimbursement.

**§6.6.12** Food Handling Certificates/ Certification will be eligible for reimbursement.

**§6.6.13** Obtaining additional course credits or degrees will not result in any increase in base wages.

**§6.6.14** In the event that an Administrator or an Employee who has received reimbursement of tuition pursuant to this Plan does not remain employed by the School District for two (2) full calendar years beyond the last day of the course or program for which the Administrator or the Employee was reimbursed, the Administrator or the Employee shall repay to the School District the amounts paid pursuant to this provision within a time period mutually agreed upon by the School District and the Administrator or the Employee. The Administrator's or Employee's failure or refusal to return the money to the School District within the mutually agreed upon payment schedule (which may not be unreasonably lengthy) shall result in the Administrator or the Employee also being assessed the attorney's fees and costs in the event that the School District must initiate litigation to recover the amounts due and owing. In the event of extenuating circumstances, the Board may waive this provision based on the recommendation of the Superintendent.

## **§6.7 *Severance Pay For Retiring.***

### **§6.7.1 Definitions.**

**§6.7.1.1** A "Retiring Administrator" is a full-time Administrator who: (1) is "superannuation or normal retirement age" as defined in the Public School Administrators Retirement Code, 24 Pa.C.S.A. §8102; (2) has been employed by the School District at the time of retirement for twenty-five (25) consecutive years; (3) has given his or her irrevocable written notice of retirement for June 30 of any year on or before March 31 of the year of retirement; and (4) agrees to retire from the public school system of the Commonwealth of Pennsylvania.

**§6.7.1.2** A "Retiring Employee" is a full-time Employee who: (1) is "superannuation or normal retirement age" as defined in the Public School Employees Retirement Code, 24 Pa.C.S.A. §8102; (2) has been employed by the School District at the time of retirement



for twenty-five (25) consecutive years; (3) has given his or her irrevocable written notice of retirement for June 30 of any year on or before March 31 of the year of retirement; and (4) agrees to retire from the public school system of the Commonwealth of Pennsylvania.

**§6.7.2** The School District shall make a non-elective employer contribution into a 403(b) account established by the employee with a provider approved under the district's 403(b) Plan in an amount equal to:

**§6.7.2.1** Six percent (6%) of his/her average annual salary for the highest three (3) years of service at the School District;

**§6.7.2.2** One Hundred Fifty Dollars (\$150.00) per year of service in the School District;

**§6.7.2.3** Forty Dollars (\$40.00) per day for unused sick days;

**§6.7.2.4** The daily base wage rate at the time of retirement for all accumulated personal and vacation days;

**§6.7.2.5** There shall not be entitled to a cash option. A 403(b) account must be established prior to separation of service and shall maintain the 403(b) account until all non-elective employer contributions have been made or the employee will forfeit this benefit. Should the employee die prior to receiving all the 403(b) payments due, the district shall make the maximum payment allowed by IRS regulations to the employee's 403(b) account.

**§6.7.2.6** Contributions are limited to IRS §415 limits. Excess contributions will be made to the employee's retirement account in the next subsequent year up to the §415 limit.

**§6.8** *Notice Requirements.* Notwithstanding anything herein to the contrary, each Covered Individual shall notify the School District as soon as possible whenever he/she is not eligible for any benefit or coverage or whenever a spouse or child is not eligible for any benefit of coverage.

## **Article VII. Leaves Of Absence.**

**§7.1** *Critical Illness In Immediate Family.* For full-time Administrators, up to five (5) days of absence will be allowed for critical illness of each member of the Administrator's immediate family and any such day taken shall cause a deduction of sick leave from the Administrator. If the Administrator has insufficient accumulated sick leave available, the day(s) of absence shall be without pay, however, all days without pay must be pre-approved by the Superintendent. This allowance cannot be accumulated from year to year. Critical illness means illness, which the attending physician considers sufficiently serious to require the Administrator's presence at the bedside. The Human Resources Office reserves the right to require a statement from the attending physician to substantiate critical illness. Immediate family means husband, wife, children, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, wherever they may reside. It also includes other members of the family living in the Administrator's household, or any person with whom the Administrator has made his/her home.

**§7.2 *Leaves For Sabbatical And Professional Development.*** Leaves for sabbatical and professional development shall be granted to Administrators subject to the terms, conditions and limitations set forth in sections 1166 through 1171 of the School Code, 24 P.S. §§11-1166 through 11-1171 and applicable School District policies in effect on the date that the request is made by the Administrator. Requests for Sabbatical Leave must be made on a special request form provided by the Human Resources Office.

**§7.3 *Maternity Leave Of Absence.*** Separate and apart from rights under the FMLA, childbearing leave will be recognized by the School District as a basis for a request for an unpaid leave of absence (with no benefits) for both males and females. For purposes of this leave, the child must be under one (1) year of age at the start of the leave and the leave may not be longer than one (1) calendar year in length, unless the end date is prior to the end of a semester, in which case the leave shall extend to the end of the semester. This leave must end at the end of a semester. If the leave taken by the Administrator extends beyond the next semester, the resumption of duties will be permitted only at the beginning of the subsequent semester.

**§7.4 *Personal Absences.***

**§7.4.1** Each full-time Administrator shall be granted two (2) days of personal leave each year. If these are not used in any year, they may accumulate, to a maximum of ten (10) days. Administrators must notify their supervisor(s) a week in advance of their intention to take personal leave. No Administrator may take personal leave two (2) weeks prior to the opening of the school year, during the first week of school, or the last two (2) weeks of school, except for in the case of an emergency, as determined by the supervisor(s), the week's notification will be waived.

**§7.4.2** In the event that an Administrator resigns during the year, he/she is liable to the School District for personal leave used during that year in excess of one personal day per six months. This does not affect previously accumulated personal leave.

**§7.5 *Sick Leave.***

**§7.5.1** Each full-time Administrator shall be entitled to sick leave subject to the terms, conditions and limitations set forth in section 1154 of the School Code, 24 P.S. §11-1154, except that the number of days granted each year shall be twelve (12). Part-time Administrators shall be provided with a proportionate number of sick leave days each year as is designated by the School District.

**§7.5.2** The School District has the right to implement a system whereby full-time Administrators earn one (1) day of sick leave for every full month of work and part-time Administrators earn a proportionate amount of sick leave each month. Administrators shall be given advance notice when the procedures are put in place. Administrators are to notify their supervisor(s) by email as soon as is possible when sick leave is being used and fill out the appropriate forms to note the absence.

§7.5.3 Sick leave shall not occur two (2) weeks before school starts, the first week of school, or the last week of school. Any use of sick leave during this period requires a note from the treating physician. Any doctors' appointments scheduled during this period requires verification that the appointment could not be scheduled outside of business hours.

§7.6 *Leave Of Absence With Pay. Death Of Immediate Family.* In the event of the death of an immediate family member, there shall be no deduction in salary for absence on the day of the funeral and four (4) additional days may be taken within six (6) months of the funeral. An immediate family member shall be defined as: mother, father, spouse, mother-in-law, father-in-law, brother, sister, child, dependent grandchild, and grandparent.

§7.7 *Leave Of Absence With Pay: Death Of Near Relative.* In the event of the death of a near relative, there shall be no deduction in salary for absence on the day of the funeral and two (2) additional day. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent of spouse, or non-dependent grandchild.

#### §7.8 *Service In Court*

§7.8.1 When an Administrator or an Employee is called for jury duty or is subpoenaed to attend as a witness before any court of law, he/she shall receive his/her regular salary to the extent that he/she has not been reimbursed for such attendance by any other source. This service will not be deducted from the Administrator's sick leave, personal day leave, or any other leave. A copy of the subpoena shall be sent to the Human Resource Office.

§7.8.2 The Administrator or Employee will present proof to the Human Resource Office that he/she did serve or report as a juror, or was subpoenaed, and reported as a witness in court and the amount of pay, if any, received therefrom. The above shall pertain only to personal and/or professional reasons and not in relation to a second job.

§7.9 *Professional Leave To Attend Educational Conference.* Absence with pay will be allowed for attendance at educational meetings, conferences, conventions or school business when approval has been secured from the Superintendent. Budgeted funds will be allocated to best serve the interests of the school system. If an absence is for more than two nights such leave requires School Board approval.

§7.10 *Exchange Administrator (Section 522).* Any full-time Administrator after at least five (5) years of satisfactory service in the School District, may be released from Exchange Administrator if recommended by the Superintendent and approved by the School Board, subject to the conditions set forth by the School Board and in accordance with the terms, conditions and limitations set forth in section 522 of the School Code, 24 P.S. §5-522.

§7.11 *Advanced Professional Study (Section 522.1).* Any full-time Administrator after at least five (5) years of satisfactory service in the School District, may be released for Advanced Professional Study, if recommended by the Superintendent and approved by the School Board, subject to the conditions set forth by the School Board and in accordance with the terms, conditions and limitations set forth in section 522.1 of the School Code, 24 P.S. §5-522.1.

## §7.12 *Vacation*

§7.12.1 Full-time Covered Individuals shall receive vacation in accordance with and subject to the limitations of this Plan. Vacation time is earned at the rate of one and two-thirds (1-2/3) days per full month of work or paid leave time. Vacation time earned may not be taken during the first 90 days of the accrual, unless authorized by the Superintendent for extenuating circumstances. After the expiration of 90 days, vacation days earned during that 90 day period may be used with prior approval of the Administrator's supervisor(s).

§7.12.2 Each full-time Administrator and Employee, shall accrue vacation days, exclusive of the twelve (12) legal holidays, in accordance with the following schedule:

§7.12.2.1 Twenty (20) paid vacation days for up to ten years of employment;

§7.12.2.2 Twenty-five (25) paid vacation days for ten to twenty years of employment; and

§7.12.2.3 Thirty (30) paid vacation days for twenty or more years of employment.

§7.12.3 The Administrator and Employee shall have the option of deferring a maximum of ten (10) vacation days each school year. Of the vacation days which the Administrator or the Employee is not permitted under the terms of this contract to defer, or which the Administrator or the Employee desires not to defer, the Administrator or the Employee shall be eligible for compensation of fifteen (15) unused vacation days at the Administrator's or the Employee's daily per diem rate. The sell back must be completed by June 30.

§7.12.4 Unused vacation compensation shall not be entitled to a cash option. A 403(b) account must be established prior shall maintain the 403(b) account until all non-elective employer contributions have been made or the employee will forfeit this benefit

§7.12.5 Contributions are limited to IRS §415 limits. Excess contributions will be made to the employee's retirement account in the next subsequent year up to the §415 limit.

§7.12.6 Vacation shall not occur one (1) week before school starts, the first two (2) weeks of school, or the last week of the teacher/student school year. During the summer, covered individuals shall not use more than two (2) weeks of vacation unless pre-approved by the Superintendent.

§7.12.7 In the event that an Administrator or an Employee resigns during the year, he/she may not take vacation time during the sixty-day notice period.

§7.13 *Family Medical Leave Act Of 1993 (FMLA)*. The School District shall provide FMLA benefits and rights to all Covered Individuals subject to the terms, conditions and limitations in the FMLA; provided, however, that the following rules shall apply:

§7.13.1 A rolling twelve month look-back shall be used;

§7.13.2 FMLA shall run concurrently with any other paid or unpaid leave that may be applicable; and

§7.13.3 Each Administrator and Employee shall complete the District's leave of absence form for all leaves of absence and shall provide the required information and physician certifications required by the FMLA

§7.14 *Unpaid Leave Of Absence.* In the event an Administrator or an Employee has exhausted all paid time off available to them, they may request unpaid days. All requests for unpaid days must be in compliance with Board Policy 339, Uncompensated Leaves.

### **Article VIII. Miscellaneous Working Conditions.**

§8.1 *Emergency Conditions.* Emergencies such as fire, snow, serious accident, etc., may cause deviation from the workday as determined by the Superintendent.

§8.2 *Mileage.* In any instance where mileage is paid for use of one's personal vehicle for authorized school business, it will be paid at the rate of the then current Internal Revenue Business Mileage Reimbursement Allowance.

§8.3 *Workers' Compensation.*

§8.3.1 Covered Individuals shall immediately report a work-related injury or disease to the School District's Human Resources Office and shall complete such forms as reasonably required by the School District.

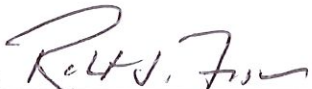
§8.3.2 If an Administrator or Employee is absent due to any injury or illness sustained while engaged in services to the School District which is determined to be compensable under the Workers' Compensation Act, the School District will pay the Administrator or the Employee the difference between full pay and the workers' compensation benefits received to the extent that the Administrator or the Employee has accumulated and unused sick leave is available, which shall be exhausted on a proportionate basis, and which, when added to the workers' compensation paid will not result in a higher "take home" pay for the Administrator or the Employee than the Administrator or the Employee received as his or her base compensation without overtime. In the event that sick leave is paid in full for any absence that is ultimately paid for by workers' compensation, the Administrator or the Employee shall turn the workers' compensation check over to the School District for the applicable period and accrued sick leave, to the extent covered by workers' compensation, will be reinstated to the Administrator's or Employee's account. In order for the Administrator or the Employee to be entitled to the difference between full pay and the workers' compensation benefits received during the time period, the Administrator shall be required to use the Administrator's or the Employees accumulated sick leave days toward reducing the School District's obligations pursuant to this paragraph.

§8.3.3 In the event an Administrator or an Employee has been injured on the job and is determined to be eligible for Workers' Compensation, the School District will not permanently fill the Administrator's or the Employee's position, nor shall the School District terminate such Administrator or Employee for at least one (1) year following the date of the first day of disability, whether the disability is continuous or not. Thereafter, the School District will have no further obligation for retaining the Administrator as an Administrator or the Employee as an Employee in the School District, nor shall the School District have an obligation to find a new or modified position for the Administrator or the Employee. The School District shall have the right to establish a light duty position on a case-by-case basis as it shall determine in its sole discretion.

§8.4 *Annual Physical.* Each Administrator and Employee is required to obtain an annual physical.

§8.5 *Early Retirement Incentive Plan.* Notwithstanding anything herein to the contrary, the School District reserves the right to provide an early retirement incentive plan during the term of this Plan if the School Board finds it desirable to do so in its sole discretion.

COATESVILLE AREA SCHOOL DISTRICT

BY:   
President, Board of Directors

Robert J. Fisher, School Board President  
Lori A. Diefenderfer, School Board Secretary  
*Coatesville Area School District*  
3030 CG Zinn Road, Thorndale, PA 19372  
**Board Approved: June 28, 2022**

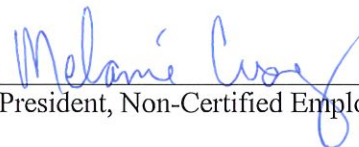
ATTEST:   
Secretary, Board of Directors


COATESVILLE AREA SCHOOL DISTRICT ACT 93 ADMINISTRATORS

BY:   
President, Administrators

ATTEST:   
Vice President, Administrators

COATESVILLE AREA SCHOOL DISTRICT NON-CERTIFIED EMPLOYEES

BY:   
President, Non-Certified Employees

ATTEST:   
Vice President, Non-Certified Employees