

SCHUYLKILL VALLEY SCHOOL
DISTRICT

ADMINISTRATIVE COMPENSATION
PLAN

NON-CERTIFIED ADMINISTRATORS



July 1, 2022- June 30, 2025

ADMINISTRATIVE COMPENSATION PLAN

Recitals

WHEREAS, the Schuylkill Valley School District (“the School District”) has previously adopted one Administrative Compensation Plan—which encompassed the certificated administrators and non-certificated administrators; and

WHEREAS, the School District has determined that beginning July 1, 2022, that it would begin to have two such Administrative Compensation Plans, one covering certified professional staff, who are eligible for coverage under Act 93 of 1984, 24 P.S. §11-1164 (“Act 93”) and a separate Non-Certified Administrative Compensation Plan for those in positions that do not require certification; and

WHEREAS, the School District and the representative of the administrators 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 Administrative Compensation Plan (“the Plan” or “this Plan”)

Terms and Conditions of the Plan

1. TERM.

The term of this Plan shall be from July 1, 2022, through and June 30, 2025.

2. DEFINITIONS.

When contained herein, the following terms shall have the following meanings unless the context clearly indicates otherwise:

- (a) “Administrator” shall mean any Non-Certified Administrator of the school entity below the rank of District Superintendent and Assistant District Superintendent, but shall start with the rank of first level supervisor, who by virtue of assigned duties is not in a bargaining unit of public Administrators as created under the act of July 23, 1970 (P.L. 563, No. 195), known as the “Public Administrator Relations Act.” However, this definition shall not apply to anyone who has the duties and responsibilities of the position of: Business Manager, Personnel Director,

Principals or Director of Pupil Services. For purposes of clarity and application of this definition to the School District, the following job titles are covered this Plan:

- a. Athletic Director
- b. Director of Buildings and Grounds
- c. Director of Food Services
- d. Food Service Supervisors
- e. Head Custodians
- f. Network Administrator /Technology Aides Supervisor
- g. Any other Positions designated by the Board

(b) “Plan” means this Compensation Plan. There are no “side agreements,” Memorandums of Understanding or Memorandums of Agreement between the School District and the Administrators hereto except for those agreed upon by the parties after entering into this Agreement.

(c) “School District” means the Schuylkill Valley School District.

(d) “School Board” or “Board” means the Board of School Directors of the School District.

(e) “School Year” means the period of time from July 1 to the subsequent June 30 each year.

(f) “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.

(g) “Exempt Administrator” for the purposes of this Act 93, shall mean those Administrators who are not eligible for overtime.

(h) “Non-Exempt Administrator” for the purposes of this Act 93 shall mean those Administrators who are eligible for overtime.

3. ANNUAL WAGE RATES:

- (a) Each Administrator shall be paid an annual base wage that is within the applicable range set forth below. No Administrator shall be paid more than the maximum set forth for the applicable wage below. Any Administrator who is at the maximum of the range may be awarded a merit bonus as determined by the School Board; provided, however, that no such bonus shall be more than three percent (3%) of Administrator’s annual compensation; and provided further, that any Administrator who is within three percent (3%) of the applicable maximum may receive a bonus in addition to the pay raise, provided that the pay raise and bonus together do not exceed 3 % of the Administrator’s annual wage rate. The bonus shall be awarded in a lump sum.

Exempt		
Classification 260 Days	Minimum	Maximum
Athletic Director	90,000	130,000
Director of Building and Grounds	90,000	130,000
Network Administrator	45,000	95,000
Classification < 260 Days		
Director of Food Services	60,000	90,000
Athletic Trainer	50,000	80,000

Non-exempt		
Classification 260 Days	Minimum	Maximum
Head Custodian	\$18.38	\$25.74
Classification < 260 Days		
Food Services Supervisor	\$18.38	\$25.74

- (b) Each Administrator shall be eligible for a pay raise or bonus effective July 1st of each year of the plan. Pay raises shall be in an amount between zero percent (0%) of the prior year’s salary and three percent (3%), based on merit as recommended by the direct supervisor, reviewed by the Superintendent and pending approval by the Board of Directors. Salary increase determinations shall be calculated as described later in this document 3(f)(1)(2). Raises for Administrators employed less than one year will be prorated.

Bonuses, for those Administrators at the maximum of the salary range for their position, shall be in an amount between zero percent (0%) of the prior year’s salary and three percent (3%), based on merit as recommended by the Superintendent, and pending approval by the Board of Directors. The Bonus shall not be added to the base salary.

- (c) Notwithstanding anything herein to the contrary, an Administrator who receives an unsatisfactory rating for the school year (even if issued after the conclusion of the school year), or any Administrator who has been placed on a performance improvement plan at any time throughout the rating period, or who receives a failing rating in any domain of the rating form (even if issued after the conclusion of the school year), shall not be entitled to any pay raise for the following school year.
- (d) For purposes of determining an Administrator's daily compensation rate, the annual compensation being paid shall be divided by two hundred and sixty (260) for two hundred and sixty day administrators, based on two hundred and twenty (220) for two hundred and twenty day administrator, and 186 for 186 day administrator.
- (e) The salary increases (up to 3%) shall be awarded based on the following criteria:
 - a. A rating of proficient shall result in a 2% salary increase
 - b. A rating of distinguished in any final category shall result in an additional .25% salary increase (up to 1%)

4. WORK DAYS

- (a) Generally, Full-time 260-day Administrators shall work five (5) days per week, fifty-two (52) weeks per year, a minimum of 8 hours (8) hours per work day, except as follows:
 - i. Sick days as allowed in this Plan;
 - ii. Vacation as allowed in this Plan for 260-day Administrators;
 - iii. Holidays as defined in this Plan;
 - iv. Personal days as allowed in this Plan;
 - v. Paid or unpaid leaves as required in this plan or under applicable law; and
 - vi. Days on which the School District is closed and Administrators are advised that they are not required to work, such as may be the case on certain inclement weather days.
 - vii. Days on which school or school/community events occur on the weekends.
- (b) Generally, Full-time 220-day Administrators shall work five (5) days per week two hundred and twenty days per year, a minimum of 8 hours (8) hours per work day, except as follows:
 - i. Sick days as allowed in this Plan;
 - ii. Holidays as defined in this Plan;
 - iii. Personal days as allowed in this Plan;
 - iv. Paid or unpaid leaves as required in this plan or under applicable law; and
 - v. Days on which the School District is closed and administrators are advised that they are not required to work, such as may be the case on certain inclement weather days.

- vi. 220-day administrators shall not work non-student days and such days shall not be counted as work days.
For purposes of clarification, athletic practices and events may be considered work days for the athletic trainer at the discretion of the Superintendent and in conjunction with the schedule of agency assistance.

(c) Generally, Full-time 186-day Administrators shall work five (5) days per week one hundred and eighty-six days per year, a minimum of seven hours (7.5) hours per work day, except as follows:

- i. Days on which student are dismissed early;
- ii. Sick days as allowed in this Plan;
- iii. Holidays as defined in this Plan;
- iv. Personal days as allowed in this Plan;
- v. Paid or unpaid leaves as required in this plan or under applicable law

For purposes of clarification, on inclement weather days in which the entire school is cancelled and students do not physically attend, Full-time 186-day administrators shall not be required to come to work, however, these days shall not be applied or counted as one of the 186 work days.

(d) Minimum expectations for Exempt Administrators. The foregoing requirements are minimum requirements for Exempt Administrators. Except when absent in accordance with a lawful leave or this Plan, the Administrators 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. There shall be no additional compensation, in salary or time, for work during these periods. Without limiting the generality of the foregoing, the following specific rules apply:

- i. 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; and
- ii. 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.

(e) Emergencies: Administrators may be called by the Superintendent, to report to work when school is closed to address an emergency.

(f) When school is not in session, due to inclement weather, the Superintendent may permit telework as per policy 309. This decision shall be made by the Superintendent and shall be communicated to Administrators during the times of

inclement weather.

- (g) Administrators will be expected to attend School Board meetings and School Board committee meetings as directed by the Superintendent.
- (h) Food Service Supervisors & Head Custodians will not be required to attend School Board meetings.

5. PROFESSIONAL DUES.

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 for professional organizations of the administrator's choice subject to approval of the Administrator's immediate supervisor and the Superintendent. The District will only reimburse memberships to a maximum of One Thousand, Five Hundred dollars (\$1,500) per exempt administrator per school year.

6. INSURANCE AND SELF-INSURANCE BENEFITS.

Notwithstanding anything herein to the contrary, all insurance and self-insured benefits or coverages are subject to the terms, conditions, limitation and exclusions of the applicable plan document. Administrators defined in this plan are entitled to benefits.

A. HEALTH INSURANCE.

The preferred comprehensive medical plan which the District provides will continue under this Plan, or an equivalent plan of health insurance shall be provided during the term of this Plan.

Each Administrator who elects Health Benefits (Medical, Prescription, Dental and Vision) coverage shall be responsible for contributing the monthly amount toward the cost of these Health benefits as identified below:

Capital Blue

Monthly benefit contribution rates for administrators shall be based upon the following percentages of the total cost for benefits, including prescription, and up to a maximum as indicated below.

Position	%
Athletic Director	12%
Director of Building and Grounds	12%
Director of Food Services	12%
Network Administrator	12%
Head Custodian	6.5%
Food Service Supervisor	6.5%

The retired Administrator is permitted to purchase District group insurance through the District group until age sixty-five (65) (Special Class). If the spouse of the retired Administrator is younger, he/she is permitted to continue to purchase District group insurance until he/she becomes age sixty-five (65) (Special Class). 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.

The retired non-Administrator is permitted to purchase District group insurance through the district group as per the provision of the PA school code of 1949 Section §5-513.

B. DENTAL BENEFITS

The School District shall pay one hundred percent (100%) of the premium of dental insurance for each Exempt and Non-Exempt Administrator.

Dental care program as determined by the Plan.

C. VISION BENEFITS

The District shall, at no cost, provide each Exempt and Non-Exempt Administrator with a Blue Cross Vision plan. The Administrator shall be able to choose from the following plans single, administrator and spouse, parent and child/children, or family.

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 administrator.

Sickness Benefits – to age sixty-five (65)

Accident Benefits – to age sixty-five (65)

The Administrator will receive 66 2/3% of their gross annual salary.

Benefits begin on the sixty-first (61st) calendar day following disability. Accumulated sick leave must be used to reduce or eliminate this sixty (60) day period.

8. TERM LIFE INSURANCE

A. The School District shall provide group term insurance coverage for each exempt Administrator equal to double the annual salary to a maximum of \$250,000.

9. 403(b) and 457(b) PLANS

- A. The School District shall maintain a 403(b) and 457(b) Plan into which Administrators, full-time and part-time who otherwise qualify, may make tax deferred contributions.
- B. The Schuylkill Valley School District shall make a yearly contribution to administrator's choice of Tax-Sheltered Annuity plan based on the chart below. The contribution shall be made in two equal installments. The first installment shall be made upon completion of the employment for the first half of the fiscal year (July 1- Dec 31), the District will contribute the second installment in the Administrators' tax- sheltered account on January 15th of the subsequent year.

Position	Days Scheduled	Amount
Director of Buildings and Grounds	260	\$3500
Athletic Director	260	\$3500
Head Custodian	260	\$2000
Network Administrator	260	\$2000
Director of Food Services **	220	\$3000
Athletic Trainer	220	\$3000
Food Service Supervisor	186	\$1500

** See Appendix B

- C. Schuylkill Valley School District shall contribute 50% of the cost for tax sheltered annuity management fees. Administrators will contribute the remaining 50% cost of these fees.

D. CONTINUATION OF BENEFITS OR INSURANCE

- A. Administrators 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 Family and Medical Leave Act 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.
- B. Administrators 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.
- C. Health care may be continued after separation of service by any Administrator subject to the terms, conditions and limitations set forth in Consolidated Omnibus Benefits Reconciliation Act (COBRA) and/or section 513(b.1) of the School Code, 24 P.S. §5-513(b.1).

E. REIMBURSEMENT FOR TUITION CREDITS EARNED

Subject to the terms, conditions and limitations set forth hereinafter, each full-time Administrator shall be reimbursed for tuition:

- A. Tuition reimbursement must be applied for, and recommended for approval by the Superintendent before the Administrator begins the course.
- B. The application for tuition reimbursement must be on a form used by the School District for such purpose.
- C. Notwithstanding anything herein to the contrary, no course shall be eligible for reimbursement if it started before the Administrator began employment with the School District or ends after the Administrator ends his/her employment with the School District.
- D. The course(s) must be directly related to Administrator's job duties with the School District or must be required by the Superintendent.
- E. The course(s) must be related to a degree or advanced degree program in which the administrator is enrolled and will further the work of the Administrator within the District.
- F. 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.
- G. Undergraduate and graduate level courses are eligible for reimbursement. Courses for reimbursement must be a part of a degree conferring program.
- H. The Administrator 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 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.
- I. The School District will reimburse no more than one-hundred percent (100%) of tuition costs actually paid by the administrator for course study to a maximum of the per credit cost for graduate courses at the Penn State University Park rate. Each Administrator will be entitled to reimbursement for a maximum of 9 credits per year and a maximum of 3 online credits, or until such time as all District funds allocated for tuition reimbursement have been depleted.
- J. The reimbursement payment will be made directly to the Administrator following the receipt of all required documentation to the Human Resources Office and approval of pay out by the Board of Directors. The documentation must include the description of courses, evidence of grade received, credits, and tuition charges.
- K. Credits earned by an Administrator under a fellowship, continuing education

courses, or scholarship; etc., are not eligible for reimbursement and should be submitted for approval under the conference provisions of this agreement.

L. Obtaining additional course credits or degrees will not result in any increase in base wages.

M. In the event that an Administrator 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 was reimbursed, the Administrator must repay to the School District the amounts paid pursuant to this provision prior to the Administrator's final day of work in the District. In its sole discretion the Board may approve an extension on the re-payment timeline if requested by the Administrator. The administrator's failure or refusal to return the money to the School District prior to exit, or within the Board approved payment schedule shall result in the administrator 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.

15. LEAVES OF ABSENCE

A. CRITICAL ILLNESS IN IMMEDIATE FAMILY

For full-time Administrators, 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.. 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.

B. LEAVES FOR SABBATICAL AND PROFESSIONAL DEVELOPMENT

Where applicable, 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. Vacation will not be granted

during sabbatical.

C. MATERNITY LEAVE OF ABSENCE

Separate and apart from rights under the FMLA, childrearing 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.

D. PERSONAL ABSENCES

Each full-time Administrator shall be granted three (3) days of personal leave (without loss of pay or loss of accumulated sick leave) during each year of this agreement. Personal leave must be approved by the Superintendent. Personal days shall be subject to the following guidelines:

- A. If personal days are not used in any year, they may accumulate, to a maximum of ten (10), but shall be limited to a maximum of five (5) days of use in any one school year.
- B. Administrators must request permission for use of personal leave to their supervisor(s) in writing, at least three (3) days in advance of their intention to take personal leave.
- C. Personal leave shall not be granted during the first five(5) days of the school student calendar, on an in-service day, or on the day preceding or following a scheduled school vacation. Exceptions may be granted by the Superintendent for urgent matters.
- D. 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.
- E. In the event that an Administrator has depleted all personal days and all vacation days, and in the event of an emergency, the Superintendent may grant 2 full emergency-leave days for the Administrator. These days shall be granted at the sole discretion of the Superintendent for urgent reasons. The Board of Directors shall be notified by the Superintendent that the emergency days were granted, and the days shall be recorded by the administrator in the Frontline Absence system.

F. At retirement from the public-school system (PSERS), all accumulated unused personal leave, not to exceed ten (10) days, shall be reimbursed at the per diem rate from the year in which the Administrator retires. The District shall make a non-elective employer contribution into the Act 93 administrator's 457(b) retirement program equal to the compensation for all unused personal days (not to exceed ten (10) days). The Administrator shall have no cash option. The Administrator must establish a 457(b) account prior to separation of service or the administrator will forfeit this benefit.

E. SICK LEAVE

Each 260-day 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). Administrators who work less than 260 days (220 days, 186 days) shall be provided with ten (10) days of sick leave days each year as is designated by the School District.

All or any part of accumulated unused sick leave may be taken in any or one or more school years, provided that the use of sick leave is in accordance with FMLA provisions and provided that the Administrator, when requested by the District, provides appropriate documentation for the need for extended use of sick leave.

A. Any Administrator who retires from Schuylkill Valley and PSERS shall receive payment of unused sick leave at a flat rate of \$75 per day, up to 200 days not to exceed a total of \$15,000. The district shall make a non-elective employer contribution to the Act 93 Administrator's 457(b) retirement program equal to the compensation for all unused sick days subject to the terms above. The Administrator shall have no cash option. The Administrator must establish a 457(b) TSA account prior to separation of service or the Administrator will forfeit this benefit.

Payment of unused sick leave shall be made to the Administrator only upon retirement from the public school system (PSERS). Should the Administrator die, the district shall make the maximum payment allowed by IRS regulations to the administrators' 457(b) Account.

F. 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 two consecutive, additional days. An immediate family member shall be defined as: mother, father, spouse, mother in law, father in law, brother, sister, child, dependent grandchild.

G. 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. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or non-dependent grandchild.

This leave is in accordance with the provisions of the School Laws of Pennsylvania.

H. SERVICE IN COURT

When an Administrator 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.

The Administrator 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.

I. 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.

J. VACATION

Administrators shall receive vacation in accordance with and subject to the limitations of this Plan.

- a. Each 260-day Administrator, shall receive annual vacation days, exclusive of the ten (10) legal holidays as set forth in Appendix C:

Position	Number of Days
Director of Buildings and Grounds	20
Director of Athletics	20
Head Custodians	20
Network Administrator	20

- b. Employees who work less than 260 days shall not receive vacation days, but shall not be required to work non-student days unless assigned by the Direct Supervisor
- c. Administrators may not carry over vacation time, however:
 - 1. The Administrator shall be eligible for compensation of five (5) unused vacation days at the administrator's daily per diem rate, based on 260 days for 260 day employees and based on 220 days for 220 day employees. Notice to use this option must be given to the Director of Human Resources by May 1st, on the District approved form.
 - 2. In addition to the option for cash payment option for five (5) vacation days, the administrator shall also have an option of deferring five (5) additional days for payment into the administrators established 457(b) plan at the administrator's daily per diem rate, based on 260 days for 260 day employees and based on 220 days for 220 day employees. Notice to use this option must be given to the Director of Human Resources by May 1st, on the District approved form.
 - 3. In addition to provisions of 15 (L)(b)(2) and 15(L)(b)(3), the administrator shall have the right to roll 5 vacation days per year (July 1- June 30th) into sick days. Notice to use this option must be given to the Director of Human Resources by May 1st, on the District approved form.
 - 4. Vacation days accrued prior to 2013 that exceed the allowable carry over, shall be rectified in accordance with Appendix A in July 2022. Following this one-time payment to Administrators from 2013, all vacation payments shall be carried out in accordance with this plan.
- d. For 260-day employees, vacation days may be taken at any time during the school year providing arrangements have been made and pre-approval has been provided by the direct supervisor and by the Superintendent, excepting that vacation shall not occur during the first week of school, during in-service days, or during the last week of the teacher/student school year. During the summer, Administrators shall not use more than two (2) consecutive weeks of vacation unless pre-approved by the Superintendent.
- e. In the event that an Administrator resigns during the year, he/she may not take vacation time during the 60-day notice period.
- f. Administrators scheduled to work less than 220 days shall not be eligible to receive vacation.

K. FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

The School District shall provide FMLA benefits and rights to all Administrators subject to the terms, conditions and limitations in the FMLA; provided, however, that the following rules shall apply:

1. A rolling twelve month look-back shall be used;
2. FMLA shall run concurrently with any other paid or unpaid leave that may be applicable;
3. Each Administrator 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

16. MISCELLANEOUS WORKING CONDITIONS

A. EMERGENCY CONDITIONS

Emergencies such as fire, snow, serious accident, etc, may cause deviation from the workday as determined by the Superintendent.

B. MILEAGE

In any instance where mileage is paid for use of one's personal car for authorized school business (this does not include the normal course of travel required by employment such as an Administrator driving to meetings or from building to building), it will be paid at the rate of the current Internal Revenue Business Mileage Reimbursement Allowance.

C. WORKERS' COMPENSATION

1. Administrators shall immediately report a work-related injury or disease to the School Nurse, and the School District's human resources office and shall complete such forms as reasonably required by the School District.
2. If an Administrator 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 the difference between full pay and the workers' compensation benefits received to the extent that the administrator 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 than the Administrator received as his or her base compensation. In the event that sick leave is paid in full for any absence that is ultimately paid for by workers' compensation, the Administrator 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 account. In order for the Administrator 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 accumulated sick leave days toward reducing the School District's obligations pursuant to this paragraph.

3. In the event an Administrator 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 position, nor shall the School District terminate such Administrator 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 in the School District, nor shall the School District have an obligation to find a new or modified position for the Administrator. 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. The School District's decision whether to establish a light duty position in any instance shall not be subject to the grievance or arbitration provisions of this Agreement.

D. 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.

APPENDIX A

Administrators who have been employed continuously in the Act 93 beginning July 1, 2013 or prior, shall be entitled to receive payment for their personal and vacation days at the per diem rate at which they were awarded. This calculation will be made by the District based on existing payroll and leave records as held in the AESOP reporting system effective July 1, 2022.

The payments shall be non-elective and shall be placed in a 457(b) plan over a period of time, not to exceed 3 years, or until such time that payment has been made for any days accrued between July 1 2013, through June 30, 2022.

Any days accrued beginning July 1, 2022 of this agreement or thereafter shall not be eligible for such payment and this provision shall sunset effective the payment of days as described above.

This provision will not apply to any administrator who has not been continuously employed by the Schuylkill Valley School District prior to July 1, 2013 and through July 1, 2022.

2. Administrators Employed in the Act 93 Following July 1, 2013 and before July 1, 2020, but not employed continuously since July 1, 2013.

The Board desires to ensure that administrators are made whole for any vacation days accrued prior to the onset of this agreement. As such, each Administrator who does not meet the provisions of this Appendix as stated in #1, but has accrued vacation days, will have the option to be paid for those days:

- a) in a one-time cash pay-out at the per diem rate in which they were accrued or;
- b) through a non-elective payment into the administrator's 457(b) plan; or
- c) through an elective payment into the administrator's 403(b) plan.

Following this one-time payment, all other vacation day payout shall be accomplished in accordance with the terms set forth in the Act 93 plan, exclusive of Appendix A.

APPENDIX B

Any Food Service Director employed with the School District prior to the 2022-2023 school year and who has been a member of the Act 93 prior to the 2022-2023 school year, shall be grandfathered, and shall continue to receive the Tax sheltered annuity account contribution in the amount of \$3500.

APPENDIX C
HOLIDAY SCHEDULE

Head Custodians	260 Admin	220 Day Employees	Food Service Supervisors
July 4	July 4	Floating Holiday	XXXXXXXX
Labor Day	Labor Day	Labor Day	Labor Day
Thanksgiving	Thanksgiving	Thanksgiving	XXXXXXXX
Day After Thanksgiving	Day After Thanksgiving	Day After Thanksgiving	XXXXXXXX
December 25	December 25	December 25	December 25
December 26	December 26	December 26	XXXXXXXX
December 31	December 31	December 31	XXXXXXXX
January 1	January 1	January 1	January 1
Good Friday	Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day	Memorial Day