

*AGREEMENT BETWEEN UPPER
ADAMS SCHOOL DISTRICT AND
THE UPPER ADAMS BRANCH OF THE
PENNSYLVANIA STATE EDUCATION ASSOCIATION*

JULY 1, 2022 THROUGH JUNE 30, 2026

The Upper Adams School District complies with all applicable statutes and regulations prohibiting discrimination in its education programs, activities and in its employment practices.

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PREAMBLE

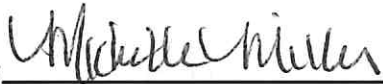
THIS AGREEMENT made and entered into this 7th day of June, 2022 by and between the Board of School Directors of the Upper Adams School District (hereinafter referred to as the "Board" or "District") and the Upper Adams Branch of the Pennsylvania State Education Association (hereinafter referred to as the "Association").

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2026. The Board and the Association agree to commence negotiations for a successor agreement no later than January 10, 2026. If a successor agreement is not finalized by the expiration date of this Agreement, all benefits that are provided through payroll deduction shall continue in effect until a successor agreement is reached or a work stoppage occurs.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Treasurer and the Board has caused this Agreement to be signed by its President and Secretary.


UPPER ADAMS EDUCATION ASSOCIATION:

UPPER ADAM SCHOOL DISTRICT:

By: 
Association President

By: 
Board President

By: 
Association Treasurer

By: 
Board Secretary

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

WHEREAS, after due consideration of the following mutual comments, it is hereby agreed as follows:

ARTICLE I - PHILOSOPHY

The Board and the Association firmly believe that the primary function of the Board and its professional staff is to assure each student attending the Upper Adams Schools the highest level of educational opportunities obtainable. The Board and the Association recognize that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understandings, cooperation and effective communications exist between the Board and its professional staff.

ARTICLE II - RECOGNITION

By virtue of an election held pursuant to Sections 603 and 605 of Act 195 --Public Employee Relations Act -- the Board recognizes the Association as the exclusive representative of the unit composed of all regular full-time and part-time teachers, Guidance Counselors, Librarians and School Nurses, excluding supervisors and confidential employees as defined in Section 301(2) and (13) of Act 195. This recognition shall continue in effect until a question is raised in accordance with Sections 603(a) and 607 of Act 195.

ARTICLE III - PRINCIPLES

- A. **Teaching Personnel**: It is recognized that members of the teaching staff require specialized qualifications and that the success of the educational program in Upper Adams School District depends upon the maximum utilization of the abilities of bargaining unit members who are reasonably well satisfied with the conditions under which their services are rendered.
- B. **Employee Rights**: It shall be lawful for members of the unit to join, participate in, or assist the Association, or to engage in lawful concerted activities for the purpose of collective bargaining, and such members of the unit shall also have the right to refrain from any and all such activities.
- C. **Rights for Minorities and Individuals**: The legal rights inherent in the State School Code and in the rulings and regulations of the Department of Education affecting certificated personnel are in no way abridged by this Agreement.

ARTICLE IV - AREAS FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment for members of the negotiating unit. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Upper Adams public school system. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE V - ASSOCIATION RIGHTS

- A. The Association shall be granted a total of six (6) days Association leave at the discretion of the president for the purpose of Association business. These absences shall be without loss of pay or other benefits. The Association shall pay the cost of the substitute.
- B. The Board shall make building facilities available to the Association in accordance with present Board policy.
- C. The Collective Bargaining Agreement will be posted on the District website upon ratification.

- D. Upon request, a representative of the Association shall have the right to ten (10) minutes time for general announcements to the professional staff during the first workshop day. In addition, any un-allotted time at administration or faculty meetings may be utilized by the Association.

ARTICLE VI - BARGAINING UNIT MEMBERS' RIGHTS, PRIVILEGES AND RESPONSIBILITIES

- A. The word "teacher" wherever used in this Agreement shall mean "members of the Unit".
- B. The words "part-time permanent" professional or teacher wherever used in this Agreement shall refer to permanent bargaining unit members in the District and does not include long-term substitute teachers. Where a part-time permanent bargaining unit member has non-professional paid employment within the District, only that portion of his or her employment, which is professional shall be taken into account in determining his or her rights under this Agreement.
- C. The words "long-term substitute" mean a professional who is hired to hold a place for another professional during his/her absence from work, for a period of 90 days or more consecutively in that position, for long term leaves such as maternity/childrearing leave, sabbatical leave for restoration of health, leave for professional development and Family and Medical Leave Act Leave.
- D. Bargaining unit members shall not be constrained from joining or coerced to join the Association by either the Board or the Association or any of their representatives.
- E. Bargaining unit members unable to report to duty shall notify the source designated by the administration as early as possible.
- F. Bargaining unit members may be excused during the school day for emergencies with the permission of the Principal concerned or designee.
- G. Upon acceptance of the written resignation by the Board, the Association President shall be sent notice of any vacancy in any professional position. If a new professional position is created, notice will be sent to the Association President. Such notice shall clearly set forth a description of the position, necessary qualifications, salary range and procedure for application. Except in emergency situations, no vacancy shall be filled until fifteen (15) calendar days have elapsed since notification of such vacancy.
- H. All items entered in the personnel file of a bargaining unit member, except confidential references pertaining to original employment or promotion, shall be open to that bargaining unit member for inspection, upon completion of the proper form sent to the Human Resources Coordinator or his/her designee for an inspection or review within three (3) business days of said request. The Board shall protect the confidentiality of the items in the bargaining unit member's personnel file. No unfavorable entry shall be made in the bargaining unit member's file without his/her knowledge.
- I. No bargaining unit member shall be reprimanded or disciplined in the presence of students, parents or other bargaining unit members.
- J. Faculty rooms as now provided shall remain as is for the length of the Agreement.
- K. A bargaining unit member can request a representative to be present at any meeting where he/she believes that the results of the meeting could lead to future disciplinary action.

ARTICLE VII - BARGAINING UNIT MEMBER PROTECTION

- A. When absence arises out of or from assault upon the bargaining unit member by students while acting in the discharge of his/her duties, the bargaining unit member shall not forfeit any sick leave, pay or benefits, up to the first ten (10) days.
- B. No bargaining unit members shall be required to conduct any search for bombs or weapons.
- C. The place of residence shall not be a condition of employment or advancement to members of the bargaining unit.
- D. Whenever seniority is a consideration relative to items of this Agreement and two or more bargaining unit members have the same amount of seniority, the determination shall be made as follows:
 - 1. District seniority – continuous service
 - 2. District seniority – total service
 - 3. Total years of teaching in the Commonwealth
 - 4. By lotSeniority of part-time permanent bargaining unit members (not including long term substitutes) shall be calculated on a pro-rata basis, by determining the percentage of a full- time professional schedule the bargaining unit member is working.
- E. Just cause- Nothing contained in this Agreement shall impair the employer's right to hire bargaining unit members or to discharge bargaining unit members for just cause consistent with existent legislation. No bargaining unit member shall be officially disciplined, reprimanded in writing, or dismissed without just cause.

ARTICLE VIII - DUTIES OF TEACHING BARGAINING UNIT MEMBERS

Each teaching bargaining unit member shall prepare daily and long-term lesson plans, consistent with the curriculum guide. The lesson plans shall be available at all times to district administrators upon request and shall be subject to review and evaluation. Beginning teaching bargaining unit members, non-tenured or first year teaching bargaining unit members in UASD, shall prepare lesson plans one week in advance; these will be presented to the building Principal and/or mentor.

ARTICLE IX - MEMBERSHIP DUES DEDUCTION

- A. The Board recognizes that Maintenance of Membership shall be defined as found in Section 18 of Article III of Act 195: "Maintenance of Membership" means that all bargaining unit members who have joined a bargaining unit member organization or who join the bargaining unit member organization in the future must remain members for the duration of a collective bargaining agreement so provided with the provision that any such bargaining unit member or bargaining unit members may resign from such bargaining unit member organization during a period of fifteen (15) days prior to the expiration of any such agreement.
- B. The Board agrees to deduct dues from the salaries of members of the local association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Business Office in writing to deduct and transmit the monies by check promptly to the Association.
- C. Deductions referred to in Paragraph B above will be made in as nearly as possible ten (10) equal deductions over ten (10) consecutive pays beginning with the first pay in October.
- D. No later than ten (10) days prior to the first pay date in October of each year, the Association shall provide the Business Office with a list of bargaining unit members who have authorized the Board

to deduct dues for the Associations referred to in Paragraph B above. Upon request of the Business Office, these lists shall be verified by the Association.

- E. The Association shall indemnify and hold the School Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the School Board for the purpose of complying with any of the provisions of this section (Dues) or in reliance of any list, notice, assignment furnished under any provision.

ARTICLE X - BARGAINING UNIT MEMBER ABSENCES FROM CLASSES TO ATTEND EDUCATIONAL MEETINGS

- A. Each bargaining unit member may request up to four (4) instructional days of educational meetings, conferences, and/or professional days for the purpose of maintaining and/or improving professional competency. Selection of educational meetings should be made in collaboration with the building administrators and should be based on the school goals, the District's Strategic Plan, and/or the bargaining unit members' individual professional development. No reasonable request shall be denied. The Superintendent shall have the authority to grant or deny said and/or additional days.
- B. Part-time permanent bargaining unit members working less than a half time professional schedule shall be allowed to attend up to two (2) work days of educational meetings and conferences as defined by this Article and those working more than a half time professional schedule shall be allowed to attend up to three (3) work days of such educational meetings and conferences.
- C. No more than three (3) bargaining unit members may be granted permission to be absent on the same day from their assigned duties for the reason or reasons stated above, unless approved by the Superintendent.
- D. When more than three (3) bargaining unit members apply for the same educational meeting or conference, the bargaining unit members allowed to attend shall be approved in the inverse order of last attendance to the same or similar educational meeting or conference. The expense cost-meaning travel, meals, lodging and registration- shall not exceed fifty (50%) percent of the starting salary for each school year. No individual permanent full-time bargaining unit member's expense cost may exceed \$475.00 for any fiscal year. The maximum expense cost of \$475.00 per fiscal year allocated to individual permanent full-time bargaining unit members shall be pro-rated for individual permanent part-time bargaining unit members based on the percentage of a full-time professional schedule being worked by the individual permanent part-time bargaining unit member. Fifty (50%) percent of each year's allocation shall be set aside for use in the first semester of each school year. Any remaining funds plus the remaining fifty (50%) percent shall be set aside for use during the second semester of each school year. Requests for attendance at educational meetings or conferences shall be made no later than two (2) weeks prior to the event. Bargaining unit members requested to attend professional meetings shall not have their expense charged to this account. The President of the Association shall be notified in writing on March 1 of the funds expended or committed. Reimbursement form UA-0317 with receipts and conference form UA-0316 shall be submitted together to the Business Office no later than two (2) weeks following the conference in order to be reimbursed for the conference attended.

ARTICLE XI – IN-SERVICE EDUCATION-GRADUATE CREDITS

- A. Credits eligible for reimbursement must be acquired while teaching in the Upper Adams School District.
- B. A bargaining unit member who resigns his or her position within one year of completing a course is not eligible to receive reimbursement for that course. For courses completed more than 1 year, but not more than 2 years, prior to the date of resignation, 50% of any reimbursements paid to the bargaining unit member must be repaid to the District. Any payments already made by the District to the bargaining unit member that do not qualify for reimbursement must be returned to the

District. Alternatively, the District and bargaining unit member may mutually agree to a repayment agreement with a term not to exceed one (1) year.

C. Application for Reimbursement

1. Application for reimbursement of courses taken must be in writing, as per district reimbursement forms, which must be sent to the District Administration Office. Payment will be approved for disbursement at the board meeting following receipt of application, providing that all verification of course completion is received in the District Office by the first working day of the month. Courses for which verification is received after the first working day of the month will be submitted for approval at the board meeting the following month.
2. The courses for which reimbursement is requested must have been passed with a "B" grade or better. In the case of a pass/fail course, a pass is required for reimbursement. The rate for reimbursement will be the actual per credit cost, not to exceed the average tuition rate charged by McDaniel College, Shippensburg University, and Penn State University for each school year during the term of this agreement.
3. In order to be eligible for reimbursement, courses completed in the fall semester must be submitted by April 1, courses completed in the spring semester must be submitted by September 1, and courses completed in the summer must be submitted by November 1.

D. Maximum credits for which payment will be made during each year, measured from September 1 to August 31, will be eighteen (18) credit hours unless said bargaining unit member is on a sabbatical leave of absence. Bargaining unit members on sabbatical leave will be reimbursed for the full number of credit hours they earn while on sabbatical leave, subject to conditions found under Article XI, G and H. Permanent part-time bargaining unit members shall be reimbursed for educational credits on a pro-rated basis, based on the percentage of a full-time professional schedule being worked by the permanent part-time bargaining unit member.

E. Course reimbursement will not become an integral part of the bargaining unit member's salary.

F. The Superintendent shall be notified, in writing, no later than seven (7) days following the registration for any courses which bargaining unit members take in their certified field of teaching.

G. Credits outside the bargaining unit member's certified field must have prior approval by the Superintendent. Correspondence and cyber courses offered by institutions outside the Pennsylvania State University System will be individually evaluated by the Superintendent for approval.

H. Bargaining unit members shall not be reimbursed for both credits taken and for conference expenses, but shall select between these options when applicable.

ARTICLE XII - LEAVES OF ABSENCE

A. Sabbatical Leave and Leave of Absence for Professional Development:

1. The following conditions shall prevail for the granting of sabbatical leaves and leaves of absence for professional development.
 - a. The applicant must have taught ten (10) years in the Commonwealth with at least five consecutive years in the Upper Adams School District. Subsequent sabbatical leaves may be granted at seven (7) year intervals.
 - b. Leave of absence may be for one year, one semester, or two semesters during

two school years. Said leaves shall coincide with regular semesters except when not possible for health reasons or when otherwise approved by the employer.

- c. A bargaining unit member who has been granted a leave of absence shall receive one-half of his/her regular salary less contributions to the Retirement Fund and such other deductions as are authorized. Please refer to Board policy.
- d. Bargaining unit members desiring to resume their duties at the conclusion of a sabbatical leave granted for reasons of health shall provide a Fitness of Duty Certificate from his/her physician that clears the bargaining unit member to return to duty.
- e. A leave of absence may be granted to teach in a foreign country when the Superintendent and Board of Directors agree that such experience would prove beneficial to the School District when the bargaining unit member resumes duties.
- f. A written application shall be received by the Superintendent at least ninety (90) days before its desired effective date, except when not possible because health reasons or other unusual circumstances justifiably do not allow a bargaining unit member to give such notice, and shall contain the following:
 - (1) Specific request for the leave, stating the period for which it is desired.
 - (2) The purpose for which it is desired and how the leave will be used.
 - (3) Assurance that the bargaining unit member will return to teach in the School District for at least one (1) year after the sabbatical leave/leave of absence for professional development.
 - (4) Authority to continue deductions for the Retirement Fund and other purposes if desired or otherwise required by law.

B. Maternity and Childrearing Leaves of Absence: Maternity and Childrearing Leave shall be provided in accordance with policies of the District, including those implementing the provisions of the Family and Medical Leave Act, and any applicable changes in the law as they may occur.

C. Sick Leaves of Absence:

- 1. All full-time bargaining unit members shall be granted sick leave according to the following schedule for illness, cumulative indefinitely. Entire accumulated entitlement may be used in any one school year.
 - a. Those bargaining unit members with contracts requiring them to work 200 days or less shall be granted ten (10) days sick leave per year.
 - b. Those bargaining unit members with contracts requiring them to work 201 to 220 days shall be granted eleven (11) days sick leave per year.
 - c. Those bargaining unit members with contracts requiring them to work 221 or more days shall be granted twelve (12) days sick leave per year.
 - d. Sick leave for permanent part-time bargaining unit members shall be pro-rated by determining on an annual basis the number of days the permanent part-time bargaining unit member is scheduled to work divided by the number of days in the regular school year and multiplying the result by ten. This will establish the total number of days of sick leave the permanent part-time bargaining unit

member may take and represents the pro-rata equivalent of ten days of sick leave.

- e. Sick leave may further be granted in accordance with policies of the District implementing the provisions of the Family and Medical Leave Act.
 - f. Bargaining unit members may use sick leave days for immediate family illness. Family illness use must be identified in the absence reporting portal. Sick days used for family illness will be deducted from the bargaining unit member's sick leave days in the same manner as those used for illness.
 - g. Sick leave will be taken in quarter (1/4), half (1/2), three-quarter (3/4) or whole (1) day increments.
2. Sick Leave Bank: A sick leave bank shall be established and administered by a committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District under the following conditions:
- a. Bank benefits shall not be available to bargaining unit members on long-term leaves of absence, except extended sick leave, nor shall bank benefits be available to bargaining unit members under conditions where Maternity or Childrearing Leave would normally have been granted under past practice.
 - b. Membership in the bank shall be voluntary. Upon joining, bargaining unit members will remain members of the bank for the term of their employment.
 - c. Applications for membership shall be submitted in writing. Bargaining unit members may join only upon written application to the bank by August 30th of each year within their first three (3) years of employment. Bargaining unit members employed prior to the 2022-2023 school year shall be allowed to join the sick leave bank, regardless of their length of employment in the District, provided notification is submitted to the Business Office prior to August 30, 2022.
 - d. All members of the bank must contribute two (2) days upon their joining. Any bargaining unit member joining the bank who was eligible to join previously must contribute the initial two (2) days plus any past assessment days paid by the members of the bank (with equivalent service) since the bank's inception.
 - e. Contributed days shall remain in the bank and may not be withdrawn by the bargaining unit member upon retirement or resignation from the District. A donation of contributed days to the bank shall be absolute and irrevocable, and the days so donated shall be available for no other purpose than for use by the bank.
 - f. If the available bank balance falls below three hundred (300) days, members will contribute one (1) additional day. May 1st of each year will be used to determine the 300-day threshold for requiring additional sick leave contributions.
 - g. The purpose of the Sick Leave Bank shall be to protect bargaining unit members who, as a result of serious illness or accident, exhaust all accumulated leave and will potentially suffer significant loss of income. Bank benefits shall be available to any member under the conditions established by the District for illness or disability normally covered by sick leave.
 - h. For a bargaining unit member to receive any benefits, an unpaid waiting period must be completed after he/she exhausts all of his/her accumulated benefit leave (sick and personal). Said unpaid waiting period shall be determined with regard to the amount of accumulated sick and personal leave credited to said bargaining

unit member as of July 1 of each year. In the event that a bargaining unit member elects to utilize the maximum lifetime benefit of forty-five (45) days intermittently for any single illness/injury, they shall only be required to serve one waiting period for the single illness/injury.

Said unpaid waiting period shall be determined as follows:

<u>Number of Accumulated Sick and Personal Leave Days as of August 1 of Current Year</u>	<u>Waiting Period in Scheduled Workdays</u>
0 to 20	5
21 to 40	3
41 to 60	1
61 or more	0

- i. Maximum withdrawal from the bank shall not exceed forty-five (45) days. Forty-five (45) days is a lifetime benefit. The Sick Leave Committee may authorize use of sick days from the Sick Leave Bank up to a maximum of ten (10) days per request. If more days are needed for an illness, the bargaining unit member must initiate a request for up to ten (10) more days by completing an additional Sick Leave Bank withdrawal form.
- j. The Sick Leave Committee shall require of any bargaining unit member using the bank benefits a doctor's report and/or written proof of an examination by a physician, and/or progress reports on any illness and such other steps as may be reasonably necessary to protect the integrity of the bank and prevent abuse of its benefits.
- k. The procedure for applying for the sick leave bank shall be as follows:
 - 1. The bargaining unit member shall complete the appropriate form located on the District Website within the staff page, Employee Forms, Request of Withdrawal from Sick Leave Bank
 - 2. Completed form shall be submitted to the Association President with an attached doctor's note and all required signatures.
 - 3. The submission of the completed form and supporting documentation shall initiate the committee's review process of the application. A response shall be supplied within seven (7) working days of application submission.
 - 4. Following the granting of sick leave committee approval, the Business Office shall be notified. At the conclusion of the appropriate waiting period, as described above, is expired, the request shall be processed and the bargaining unit member's first payment shall be received according to the payroll period time line at completion. Additional days without pay may extend beyond the waiting period depending on the time of the application submission. There shall be no retroactive pay.
- l. All records pertaining to the operation of the sick leave bank shall be maintained by and housed in the business office. The sick leave committee shall keep the payroll department of the employer informed of all transactions.
- m. Upon retirement, bargaining unit members having accrued sick leave days in

excess of the maximum reimbursable number may transfer up to ten (10) days of the excess into the sick leave bank. The bargaining unit member must notify Human Resources by April 20 of his/her retirement year.

D. Bereavement Leave:

Bereavement leave will be granted to all full time bargaining unit members as follows:

1. One (1) day for the death of a near relative (first cousin, aunt, uncle, niece, nephew). If the funeral is on a weekend, the one (1) day may be used on the previous Friday or the following Monday.
2. Three (3) days for the death of immediate family/step-family members (sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, daughter-in-law, son-in-law, grandchild, any person with whom the bargaining unit member makes his/her home or any relative who resides in the same household). Bereavement days must be used in an academic calendar year. Bereavement days will be used in half (½) or whole day (1) increments.
3. Five (5) days for the death of a daughter, son, mother, father, or spouse, or domestic partner. Bereavement days must be used in an academic calendar year. Bereavement days will be used in half (½) or whole day (1) increments.
4. The absence must be entered as Bereavement in the Absence Reporting System along with relationship to the bargaining unit member.

E. Transferred Sick Leave:

Sick leave from another school district is transferable to this District, up to a maximum of twenty-five (25) days.

F. Sick Leave Reimbursement:

After fifteen (15) years in the Upper Adams School District and providing written notice of retirement from the teaching profession to the Superintendent, the employee will be paid the following amounts for each unused sick day accumulative in the District up to a maximum of twelve thousand (\$12,000) dollars:

December 31 st Retirement Date	
Date of Notice	Amount per Sick Day
By October 1 st	\$60.00
By November 1 st	\$50.00
By December 1 st or later	\$40.00
End of Student School Year Retirement Date	
Date of Notice	Amount per Sick Day
By March 1 st	\$60.00
By April 1 st	\$50.00
By May 1 st or later	\$40.00

If retiring other than December 31st or at the end of the school year, the following process shall be applied:

Sixty (\$60) dollars with ninety (90) calendar days' written notice from date of retirement,

Fifty (\$50) dollars with sixty (60) calendar days' written notice from date of retirement,

Forty (\$40) dollars with thirty (30) calendar days' written notice from date of retirement.

All payments to eligible employees may, at the discretion of the employee, be made as an elective Employer contribution into a 403(b) account.

After ten (10) years in the Upper Adams School District and upon death, the employee's estate will be paid sixty (\$60.00) dollars for each unused sick day accumulative in the District up to a maximum of twelve thousand (\$12,000.00) dollars.

G. Personal Leave:

1. For the life of this contract, each permanent full-time bargaining unit member shall be given three (3) personal days per year, without loss of pay accumulative to five (5) days. Personal leave for permanent part-time bargaining unit members shall be pro-rated by determining on an annual basis the number of days the permanent part-time bargaining unit member is scheduled to work divided by the number of days in the regular school year and multiplying the result by three. This will establish the total number of days of personal leave the permanent, part-time bargaining unit member may take and represents the pro-rata equivalent of three days of personal leave.
2. This may be accumulated up to the pro-rata equivalent of five (5) days of personal leave.
3. This leave shall be granted without question. However, it may not be taken on the days designated as the first or last teaching day as established on the school calendar or days designated as full day in-service days.
4. No more than four (4) bargaining unit members from Biglerville Elementary School, four (4) bargaining unit members from Upper Adams Intermediate School, two (2) bargaining unit members from Upper Adams Middle School, and four (4) bargaining unit members from Biglerville High School may be granted such leave on any one school day. All such requests shall be approved on the basis of "first applied" in determining which bargaining unit member may be granted the leave per the number established. The Superintendent may waive these restrictions under special circumstances.
5. Bargaining unit members may not be absent for more than five (5) contiguous instructional days using personal leave and/or conference days.
6. Unused personal leave exceeding the five (5) days maximum accumulation (or its pro-rata equivalent) shall be converted to sick leave.
7. Personal leave will be taken in either half (½) or whole day (1) increments.

H. Court Appearance Leave:

If a bargaining unit member is required to serve on jury duty and such service is required during the bargaining unit members work day, the employee will receive a full day's pay. The compensation by the courts for serving on jury duty shall be reimbursed to the School District, less mileage costs. The employee shall request an attendance letter from the Clerk of Courts and submit it to payroll upon returning to work. The absence shall be entered as "Jury Duty" in the "Absence Reporting System."

If a bargaining unit member is subpoenaed by the court to submit testimony or attend a court action relative to work at UASD, the bargaining unit member shall receive a full day's pay and shall enter his/her absence as "School Business" in the "Absence Reporting System." This is not applicable to bargaining unit members involved in legal action against the District or in their own personal legal affairs.

ARTICLE XIII - INSURANCE COVERAGE

A. Life Insurance:

The District will pay for term life insurance in the amount equal to the starting salary of the current school year for each full-time bargaining unit member of the Upper Adams School District. At the discretion of the bargaining unit member, he/she may purchase an amount of insurance up to the amount paid for by the Board upon acceptance by the insurance company. Upon acceptance by the insurance company, a bargaining unit member retiring may convert this coverage and pay the premium him/herself

B. Medical Insurance:

1. Beginning July 1, 2015, and thereafter, only bargaining unit members and their dependents will be entitled to medical insurance coverage through the District's medical insurance carrier. Eligibility of bargaining unit members' spouses will be limited to those spouses who, via District verification procedures:

- a. Are unemployed at the time of open enrollment or become unemployed at any time during the year; or
- b. Are offered medical insurance at the place of employment that does not meet Minimum Essential Coverage under the Affordable Care Act; or
- c. Must pay more than 18% of the employer's single coverage premium cost; or
- d. Would pay an amount to his/her employer for single coverage insurance that is more than 26% of the Upper Adams School District single coverage plan cost; or
- e. Are employed by Upper Adams School District

A spouse will be ineligible for health care coverage if he/she is employed at the time of open enrollment or becomes employed during the year by an employer other than Upper Adams School District and is eligible for health care coverage by his/her employer, unless he/she meets one or more of the eligibility requirements listed above.

If a bargaining unit member dies while in service, and if that bargaining unit member's spouse is receiving benefits under the District's medical insurance, the spouse may continue to purchase medical and dental insurance coverage through the District, at his/her own expense, until such time as the spouse either is excluded from eligibility under the requirements listed above or the spouse becomes eligible for Medicare.

2. For the duration of the contract, medical insurance will be comparable or superior in benefits and provider network to what was offered during the prior school year, as determined through the process in Article XIII, Section D of this Agreement. Co-payments for prescription medications, for their respective plans, will be at the level indicated in the Summary of Benefits Chart in Addendum B1.
3. For the duration of the contract, the deductibles for the QHDHP Plan shall be the mandatory government minimums. The District shall contribute annually to the bargaining unit member's health savings account an amount equal to \$250 less than the IRS mandatory minimum deductible for single coverage or an amount equal to \$500 less than the IRS mandatory minimum deductible for family coverage, depending on the coverage elected. The District's annual contribution to the bargaining unit member's health savings account shall increase annually, if necessary, corresponding with the IRS mandatory minimum deductible such that the District contribution to the health savings account remains only \$250 less than the deductible for single coverage or \$500 less than the deductible for family coverage.
4. With a self-insured medical insurance program implemented by the District, the option to enroll in either a traditional Preferred Provider Organization (PPO) plan or a Qualified High-Deductible Health Plan (QHDHP) is available to bargaining unit members.

C. Vision and Dental Insurance:

For the duration of this agreement, the District will provide dental and vision insurance coverage for bargaining unit members and their spouses, and their dependents equivalent to the coverage described in Addendum B3 and B4.

D. Benefits and Providers:

1. The individual medical, dental and vision insurance package(s) offered to bargaining unit members pursuant to Article XIII, Sections B and C, shall be reviewed quarterly by a committee made up of one (1) Board representative appointed by the Board President and four (4) Association members elected by the Association, one (1) Administrator selected by the Act 93 Administrators, and two (2) Classified Staff members elected by the Classified Staff. This committee shall be referred to as the Insurance Review Committee. The Association President, the Human Resources Coordinator and the District Business Manager shall serve as ex-officio, non-voting members of the committee. The purpose of the committee's review shall be to examine existing coverage and any other options that may be provided by committee members with a goal of cost containment. The committee will have independent authority to:
 - a. Determine a change in insurance providers.
 - b. Determine alternate plan designs while maintaining benefits pursuant to Article XIII, Sections B and C.
 - c. Determine how insurance benefits will be delivered to bargaining unit members.
 - d. Identify what will be included in the "plan cost" for each of the medical prescription insurance plans offered to bargaining unit members.
 - e. In the event that the Upper Adams School District terminates its relationship with the Lincoln Benefit Trust, the Committee would explore ways in which to use returned monies to the mutual benefit of the representative groups as listed above. Any use of returned funds shall comply with IRS and/or Voluntary Employees Beneficiary Association (VEBA) trust regulations.

2. Procedure: Upon notification of plan costs for the coming year, the District's Business Manager will promptly notify the Association and the Board and shall provide the effective date of the increase in premiums or cancellation date of a package.

- a. Within fourteen (14) calendar days of receiving such notice from the Business Manager the Association and the Board shall provide to each other the names of their respective appointees to this committee and the committee will promptly convene to review and determine if an insurance carrier or benefits package can be offered to bargaining unit members for a cost not to exceed the current year plan costs for the package in question plus nineteen and 99/100 percent (19.99%).
- b. No later than sixty (60) calendar days prior to the scheduled change in premiums plan costs or cancellation of benefits, the committee will make a decision regarding what package will be offered. The amount of deductibles, lifetime maximum, and prescription costs and all other benefits in the medical, dental, and/or vision insurance package shall be subject to change by the committee, as necessitated by the change in plan costs.
- c. In the event the committee, by majority vote, is unable to reach agreement on any items under discussion then, no later than forty (40) calendar days prior to the scheduled increase in premiums or cancellation of previous benefits, each side shall put into writing and provide to the other its position on unresolved items provided the total package each side seeks to implement falls within the maximum increase in costs provided for in Article XIII, Section D.1. Within five calendar days of exchanging these written positions, the Committee shall request binding arbitration under the Expedited Labor Arbitration Procedures of the American Arbitration Association, the Pennsylvania Department of Labor, Bureau of Mediation, or as mutually agreed. The sole issue for the arbitrator is the resolution of the disputed areas or area, with the arbitrator bound to the understanding that the resulting insurance benefit package must fall within the maximum increase permitted by this paragraph.
- d. Members of the committee may invite such representatives, consultants, advisors or others as they see fit to attend committee meetings or to offer input into the process.

3. Premium Holiday

- a. The bargaining unit members shall receive advance notification in writing prior to any premium holiday taken by the district.
- b. No insurance premium deductions shall be taken from bargaining unit members for two (2) consecutive pay periods when the District decides to exercise a premium holiday.
- c. The employee premium holiday shall occur in the same quarter as that of the district's premium holiday.

E. Insurance Payment for Retirees:

Bargaining unit members who retire may continue to purchase medical insurance coverage, including dental insurance, through the District at their own expense. Procedures for implementation and administration of this program will be at the discretion of the employer.

1. The eligibility of retirees' spouses to participate in the District's medical insurance plan will be limited to those spouses who:

- a. Are unemployed at the time of open enrollment or become unemployed at any time during the year; or
 - b. Are offered medical insurance at the place of employment that does not meet Minimum Essential Coverage under the Affordable Care Act; or
 - c. Must pay more than 18% of the employer's single coverage premium cost; or
 - d. Would pay an amount to his/her employer for single coverage insurance that is more than 26% of the Upper Adams School District single coverage plan cost; or.
 - e. Are employed by Upper Adams School District
2. The spouse of a retiree will be ineligible for health care coverage if he/she is employed at the time of open enrollment or becomes employed during the year by an employer other than Upper Adams School District and is eligible for health care coverage by his/her employer, unless he/she meets one or more of the eligibility requirements listed above.
 3. If a bargaining unit member dies, and if that retiree's spouse is receiving benefits under the District's medical or dental insurance, the spouse may continue to purchase coverage as if the retiree were still living, until such time as the spouse either is excluded from eligibility under the requirements listed in Article XIII, Section E, Number 1, or the spouse becomes eligible for Medicare.
- F. For the duration of this agreement, bargaining unit members choosing the Preferred Provider Organization (PPO) Plan will contribute 13% of the plan cost towards their annual medical insurance, which includes insurance for retail and mail-order prescriptions. For each school year of this Agreement bargaining unit members choosing the Qualified High Deductible Health Plan (QHDHP) will contribute 10% of the plan cost towards their annual medical insurance, which includes insurance for retail and mail-order prescriptions. Plan costs will be determined on an annual basis upon review of the delivered insurance renewal and claims experience. The plan cost will be reviewed by the Insurance Review Committee established in Article XIII, Section D. The bargaining unit member payroll contributions will be deducted in equal amounts from bargaining unit members' pay for the twenty-six (26) pay periods of each plan year. Bargaining unit members will have the opportunity to select or change medical insurance plans during an open enrollment period offered one time per school year.
- G. Tax issues: The district shall handle bargaining unit member contributions to the cost of health insurance in a manner which is consistent with 26 United States Code Section 125 and which thereby minimizes bargaining unit members' federal income tax liability.
- H. All insurance coverage referenced in this Article is provided only to permanent full-time bargaining unit members of the Upper Adams School District. Permanent part-time bargaining unit members may purchase insurance coverage on a pro-rated basis. The percentage of cost the Upper Adams School District will pay for medical insurance will be equal to the percentage of full-time employment worked by the bargaining unit member, not to exceed 87%. The percentage of cost the Upper Adams School District will pay for dental and vision insurance will be equal to the percentage of full-time employment worked by the bargaining unit member.

ARTICLE XIV - BARGAINING UNIT MEMBER WORK DAY-YEAR

- A. Work Day:
1. The length of the normal workday for bargaining unit members shall not exceed seven (7) hours and thirty (30) minutes. Throughout the duration of this agreement, the length of the normal workday shall include early supervisory duty or late supervisory duty for

those bargaining unit members assigned. Bargaining unit member assignments shall be on a rotating basis.

2. The normal work day or work year for permanent part-time bargaining unit members will be individualized depending on responsibilities. The percentage of time this represents of a full-time professional schedule shall be determined in advance. Where, due to an irregular schedule, a permanent part-time bargaining unit member's work year exceeds the amount of time he or she was originally required to work and, provided the building administrator in consultation with the superintendent requests that the bargaining unit member work additional time or agrees to the bargaining unit member's request to work additional time, payment for such additional time shall be made on an hourly basis. The hourly rate shall be determined by dividing the annual salary payable to the part-time bargaining unit member by the number of hours the part-time bargaining unit member was originally scheduled to work in the year. The hourly rate shall then be paid for the approved additional work.

B. In all four (4) years of this contract, the work year shall be 188 days. At least 181 days shall be instructional days. The remaining days in each school year shall be used at the discretion of the District and shall include scheduled in-service days.

C. Bargaining unit members shall be required to attend a maximum of four (4) evening functions within a given school year. Selection and scheduling of school functions will be left to the discretion of the building administrator in collaboration with faculty, and will correlate with the District's Strategic Plan and/or school goals. No more than a total of three (3) required evening functions will be scheduled in one given semester. All functions for which bargaining unit members receive reimbursement shall not be included in the above requirements.

D. Preparation Periods:

1. All bargaining unit members shall be granted the equivalent of four (4) class periods per week, or on a prorated basis, for lesson preparation, except that this may be waived by mutual consent of the bargaining unit member and the administration. Preparation periods for permanent part-time bargaining unit members shall be pro-rated based on the percentage of a full-time schedule worked.

2. All bargaining unit members shall minimally be granted either a forty (40) minute lesson preparatory period or a thirty (30) minute preparatory period with a forty-five (45) minute duty-free lunch in accordance with Article XIV, Section I. D

3. The Board will make reasonable effort to provide each bargaining unit member with five (5) preparation periods per week.

E. Faculty meetings shall be announced one week in advance, except in emergencies, so that every bargaining unit member will be able to plan accordingly. Regular bargaining unit member meetings dealing with routine building management and other routine matters at either the district or building level may be held monthly during the school year. At least five (5) faculty meetings will be held each school year. The closing time for faculty meetings shall not be later than the normal work day closing time. In case of emergency, the District may call additional meetings, which may be held after school dismissal. Curriculum planning and development meetings and other in-service programs which concern new subjects or activities, which affect the District educational programs shall be held during the school day.

F. In accordance with Paragraph B above, the annual salary of bargaining unit members shall be computed as follows:

$$\left(\frac{\text{Number of Days Worked}}{\text{Number of days in work year}} \right) \times (\text{Bargaining unit member's annual salary per this contract})$$

G. Compensation for On-Line and Hybrid Course Delivery:

1. No bargaining unit member shall be required to teach an online or hybrid course if by doing so the work day for the bargaining unit member shall exceed a normal work day. If, however, a bargaining unit member volunteers to work beyond the normal work day in order to teach an online or hybrid course, or if the course is wholly delivered outside of the end/start dates of consecutive school years, then the bargaining unit member shall enter into a written supplemental contract to teach the course and shall be entitled to the following additional compensation:

Course Credit	Compensation	Class Size Adjustment
1.0	3.5% of Master's Step 1	Plus \$30 per student
0.5	(3.5% of M1)*0.5	Plus \$15 per student
0.25	(3.5% of M1)*0.25	Plus \$7.50 per student

2. If a student does not complete the course, then the amount added to the bargaining unit member's compensation for that student shall be adjusted, pro-rata, based upon the percentage of time the student was enrolled in the class, i.e., the number of days enrolled divided by the number of days in the term.
3. A bargaining unit member entitled to additional compensation for course delivery shall be paid the additional compensation as follows:
 - a. Year Long Courses During School Year - A bargaining unit member who delivers an online or hybrid course over the entire school year, and who otherwise qualifies for additional compensation shall have the "base pay" portion of the additional compensation added to the bargaining unit member's yearly salary in the same manner as longevity pay. The per-student adjustment shall be computed and paid to the bargaining unit member at the end of the school year.
 - b. Courses Delivered Over Summer, a Semester or a Quarter - A bargaining unit member who delivers an online or hybrid course over the summer or for a semester or for a quarter, who otherwise qualifies for additional compensation, shall have the "base pay" portion of the additional compensation paid to the bargaining unit member in evenly divided increments, for each normal pay period, during the time period that the course is delivered. The per-student adjustment shall be computed and paid to the bargaining unit member at the end of the course.

H. Compensation for On-Line and Hybrid Course Development:

- a. A bargaining unit member shall be entitled to additional compensation for the development of online or hybrid Course Materials if, and only if:
 - a. The representative(s) of the District Administration designated by the Superintendent approves the development of the Course Materials by the bargaining unit member in writing prior to the development of the Course Materials; and
 - b. The Course Materials are approved, in writing, by the representative(s) of the District Administration designated by the Superintendent after they are completed; and
 - c. The bargaining unit member who developed the Course Materials assigns in writing all of the bargaining unit member's right, title and interest in and to the Course Materials to the Upper Adams School District for no additional

consideration.

2. The compensation to the bargaining unit member for on-line and hybrid course development shall be as follows:

Course Credit	Compensation
1.0	4% of Master's Step 1
.5	(4% of M1)*0.5
.25	(4% of M1)*0.25

3. It is understood and agreed that the District shall have the right to require a bargaining unit member to enter into a written supplemental contract, which, inter alia, shall define the additional compensation to be paid to the bargaining unit member for on-line and hybrid course development.

I. Additional Duties

1. The additional duties performed by the bargaining unit beyond the normal teaching day shall be compensated at the per diem per hour average of Instructional I, Step 1 and Masters, Step 1 determined annually based upon the jointly ratified salary schedules.

2022-2023	2023-2024	2024-2025	2025-2026
\$37.77	\$38.69	\$39.73	\$40.80

2. These compensable services are as follows: homebound instruction, curriculum writing, remediation programs, and extended school year.
3. The Association shall be notified in writing of the District's intent to introduce additional supplemental duties/positions. The terms and conditions and compensation of these positions shall be collectively bargained as topics within the mandatory scope of bargaining required under Act 195.

J. Supplemental Days

1. **Agriculture** shall follow the same calendar as the bargaining unit members for one hundred eighty-eight (188) days, and shall work the equivalent to an additional ten (10) days between July 1st and June 30th of each year of the collective bargaining agreement. Those days shall be compensated at the per diem rate of the Employee.
2. **Dean of Students** shall follow the same calendar as the bargaining unit members for one hundred eighty-eight (188) days, and shall work an additional fifteen (15) days over the summer. Those days shall be compensated at the per diem rate of the Employee.
3. **School Counselors** shall follow the same calendar as the bargaining unit members for one hundred eighty-eight (188) days, and shall work some additional number of days over the summer.
 - a. High School Counselors – A total of twenty-six (26) days shared between two (2) employees. Those days shall be compensated at the per diem rate of the Employee.
 - b. Middle School Counselor – Eight (8) days. Those days shall be compensated at the per diem rate of the Employee.
4. **School Psychologist** shall follow the same calendar as the bargaining unit members for one hundred eighty-eight (188) days, and shall work the equivalent to an additional ten

(10) days between July 1st and June 30th of each year of the collective bargaining agreement. Those days shall be compensated at the per diem rate of the Employee.

5. **Technology Education** shall follow the same calendar as the bargaining unit members for one hundred eighty-eight (188) days, and shall work the equivalent to an additional ten (10) days between July 1st and June 30th of each year of the collective bargaining agreement. Those days shall be compensated at the per diem rate of the Employee.

ARTICLE XV - PAY PERIODS

The District shall require that the professional employees enroll in direct deposit. This process ensures that funds are deposited on a bi-weekly basis in twenty-six (26) equal payments to be paid on alternating Fridays, except when said Friday is a legal holiday as identified in the Pennsylvania statutes, then payment shall be made the last legal business day immediately prior thereto. The date of the first check for each school term is to be determined by the date of the opening of school for the term. Direct Deposit can be made to up to two separate bank accounts at any bank, credit union, savings and loan association, or other approved financial institution.

All employees receive a fully detailed information stub and other related payroll/personnel information by visiting the Employee Web Portal link.

End of Term Pay Option:

Professional employees who elect to receive the remainder of their annual salary after having completed their duty for the school term may receive the remaining amount due of their annual salary on the second regularly scheduled payday in June.

In order to qualify, the Summer Lump Sum Payment Request Form must be completed and forwarded to the Business Office prior to April 30th of the current school year. The Summer Lump Sum Payment Request Form may be located at www.upperadams.org, Select Staff Page, Employee Forms, Summer Lump Payment Request.

Retirees automatically receive the remainder of their annual salary after completing their duty for the school term on the second regularly scheduled payday in June. Retirees do not need to complete the Summer Lump Sum Payment Request.

ARTICLE XVI - SALARY SCHEDULE

See ADDENDUM A1 & A2 for Salary Information and Salary Schedules.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

- A. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of bargaining unit members are vested exclusively in the Board, and the Board is the legally constituted body for that purpose.
- B. No-Strike Clause- As a condition of the various provisions of this Agreement, members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.
- C. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted on any items except by an instrument, in writing, duly executed by both parties.

ARTICLE XVIII - PROCEDURE FOR MEET AND DISCUSS

- A. Meet and Discuss items will include but not be limited to the items designated as such during the course of negotiations in accordance with Section 702 of Act 195.
- B. Meetings shall be scheduled as needed. Said meetings shall be scheduled and held within two (2) weeks of written request made by the Board or Association.
- C. All items to be discussed at a specific meeting will be presented in an agenda not less than one (1) week prior to the scheduled meeting by either side.
- D. The committees shall consist of two (2) Board members, the Superintendent, one (1) administrator, and four (4) bargaining unit members selected by the Association.
- E. The Board and the Association shall appoint a chairperson who will make arrangements for committee meetings.

ARTICLE XIX - STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict any bargaining unit member or to the employer such rights as he/she or it may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations of the Commonwealth of Pennsylvania. The parties agree that any existing or any new enactments of the Pennsylvania General Assembly which are mandated under the School Laws of Pennsylvania and which set forth legal requirements shall be adhered to by both parties according to effective dates of such mandates.

Such rendered mandates which affect any section or portion of this Agreement shall render null and void only that affected section of the Agreement. The remainder of the Agreement would continue in force.

ARTICLE XX - UPPER ADAMS SCHOOL DISTRICT PROFESSIONAL GRIEVANCE PROCEDURE

- A. PROCEDURE: In the event of a dispute or difference, the parties hereto shall continue to transact and carry on their business in the same manner as at the time of the arising of the question or questions in the dispute until a settlement is reached through the grievance and arbitration procedure provided in this article.
 - 1. Definition of Terms: For the purpose of this procedure, the following terms shall have the meaning set forth below unless stated otherwise in the body of the procedure agreement.
 - a. The term "Board" shall mean the Board of School Directors and its committees of the Upper Adams School District.
 - b. The term "Administration" shall mean the Superintendent, Assistant Superintendent, Assistant to the Superintendent, Principals, Business Manager, Assistant Principals, Supervisors, Coordinators, and Head Teachers of the Upper Adams School District.
 - c. The term "Day" shall mean a school day of twenty-four (24) hours, and not include weekends, vacations or holidays. However, any grievance submitted after June 1 shall be handled as if school were still in session, even though the school term might end before the grievance is settled. The number of days at each level shall be considered the maximum and every effort shall be made to expedite the process. However, the time may be extended by written mutual agreement.

- d. A "Grievance" is any charge concerning the violation or misinterpretation of the meaning of this Agreement, a charge of discrimination, grievance or dispute that may arise at any time concerning wages, hours and terms and conditions of employment.
- e. The term "Administration" shall mean the Superintendent, Assistant Superintendent, Business Manager, and administrators covered by the Upper Adams School District Act 93 Agreement.

2. Grievance Procedures:

- a. Step One: The bargaining unit member shall raise his/her grievance orally with his/her principal within ten (10) days after occurrence giving rise to the grievance. The principal shall give his/her oral answer within one (1) day. If the bargaining unit member is not satisfied with the oral answer, he/she shall within three (3) days submit his/her grievance to the principal in written form stating specifically: (a) that the grievance procedure is being invoked; (b) the nature of the grievance; and (c) the specific item on which the grievance is based. The principal will give the bargaining unit member a written answer within five (5) days.
- b. Step Two: If the grievance is not satisfactorily resolved in Step One, upon the written request of the bargaining unit member, made within ten (10) days of the written answer of the principal, the Association will forward the written grievance and written answer to the Superintendent. The Superintendent will fix a time and place for a hearing within ten (10) days after receipt of the written grievance, at which the bargaining unit member and the responsible administrator of Step One will be present. The Superintendent shall give a written decision within five (5) days of the conclusion of the hearing.
- c. Step Three: If the grievance is not settled in Step Two, the grievance shall be transmitted to the Board by filing a written copy of the preceding action with the Secretary or other designee of the Board within ten (10) days of notification of the disposition of the grievance under Step Two. The Board shall hold a hearing on the grievance at the next meeting or within fifteen (15) days. The bargaining unit member and representative of the Teachers' Association, if the bargaining unit member is a member of the Teachers' Association, may be present to state the grievance and answer any questions, which may arise. The decision of the Board, in writing, shall be given to the bargaining unit member and the

Teachers' Association within ten (10) days of the meeting. The Board may direct the hearing to be held before a committee of the Board consisting of at least three (3) members.

- d. Step Four: If the grievance has not been settled in Step Three, it may be referred to arbitration within fifteen (15) days after the receipt of the written decision of the Board. In order to refer the matter to arbitration, the bargaining unit member shall give written notice to the association and the Superintendent that he/she requests arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Pennsylvania Department of Labor, Bureau of Mediation or as mutually agreed. Upon approval of the Association Grievance Committee, the arbitration shall proceed with all practical dispatch. The bargaining unit member may be represented at the arbitration by counsel, and if he/she is a member of the Teachers' Association, a representative of the Teachers' Association.

3. Principles of the Professional Grievance Agreement:

- a. The Board acknowledges the right of the Teachers' Association representative to participate in the processing of a grievance; no bargaining unit member, if a member of the Teachers' Association, may be required to discuss any grievance if the Teachers' Association representative is not present. If a representative is to appear, his name shall be designated in the first written appeal.
- b. Nothing contained herein will be construed as limiting the right of any bargaining unit member having the grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Teachers' Association.
- c. No reprisals of any kind will be taken by the Board or the administration against any bargaining unit member because of his/her participation in the grievance procedure.
- d. Both parties shall furnish each other, upon reasonable request, available information pertinent to the issues under consideration.
- e. Should the investigation of any grievance require that a bargaining unit member and/or a Teachers' Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- f. All documents, communications and records dealing with the proceedings of a grievance will be filed separately from the personal files of the participants.
- g. If any bargaining unit member for whom the grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.

ADDENDUM A1

I. Salary Schedules: See attached Addenda A2.

II. Salary Notes:

- A. Column placement shall occur according to the bargaining unit member's status as of the first day of September each contract year. Written notification of a change of status shall be the responsibility of the bargaining unit member and shall be made not later than two weeks prior to September 1st of each contract year. A bargaining unit member shall qualify to advance to the Instructional II column upon obtaining PDE Level II certification. A bargaining unit member who has been awarded a master's or master's equivalency certificate prior to July 1 1983 shall qualify to advance to the M+15 and M+30 columns upon obtaining the respective number of credits. A bargaining unit member who is awarded a master's equivalency certificate on or after July 1, 1983 shall not be allowed to qualify for M+15 or M+30 on the basis of said degree, but shall be placed on the Master column.
- B. A new employee to the District shall negotiate his/her initial starting level.
- C. A bargaining unit member who completes an additional year of experience during any contract year shall have his/her salary increased to the appropriate level at the beginning of the next contract year.
- D. A bargaining unit member who works one half year or more in any contract year shall be credited with one year's experience for such work time.
- E. Part-time permanent bargaining unit members shall be placed on the salary schedule at a step commensurate with their years of employment within the District, with salary to be pro-rated based on the percentage of a full-time professional schedule to be worked.
- F. LONGEVITY- All longevity payments will be \$400 and shall be awarded to the bargaining unit members when each respectively completes five (5) years of service at Upper Adams School District. Payment starts at the beginning of year six (6), continuing each year. This longevity amount shall increase by \$400 at the start of years 11, 16, 21, 26, 31, 36, 41 and 46. The amount of longevity payment for part-time permanent employees shall be pro-rated based on the percentage of a full-time professional schedule to be worked. This longevity payment is separate from the base salary identified on the salary matrixes in Addendum A2.

Years of Service	Longevity Amount
0-5	\$0
6-10	\$400
11-15	\$800
16-20	\$1200
21-25	\$1600
26-30	\$2000
31-35	\$2400
36-40	\$2800
41-45	\$3200
46+	\$3600

G. Initial Step and Column Placement

1. The District shall first seek to hire certified candidates for vacancies. If no certified candidate is available, the District may consider candidates who do not hold an Instructional I certificate. Such candidates shall be required to pursue appropriate certification as a condition of employment.
2. The Association will be included in the interview process for professional vacancies. The Association will designate one representative for elementary and one representative for secondary who shall remain consistent for the duration of the interview process per bargaining unit vacancy.
3. Any individual who does not hold an Instructional I Certificate shall be placed in the Instructional I column. Initial step placement shall be subject to negotiation based on relevant work experience, provided that the individual is not placed above step 6 in the Instructional I column.
4. Only relevant previous work experience within the same field shall be considered in step placement.
5. Verification of related work experience must be provided.
6. If the District cannot locate certified professionals for instructional positions, it shall draft a Memorandum of Understanding with Upper Adams Education Association to confirm the hiring of nontraditional professionals. The MOU must be jointly accepted and fully executed by both parties in writing. These candidates shall be required to pursue appropriate certification as a condition of employment.

ADDENDUM A2

The negotiated salary increases are inclusive of step movement for each year of the collective bargaining agreement and yield the following salary schedules.

Upper Adams Education Association					
2022		-	2023		
Step	INST I	INST II	M	M + 15	M + 30
1	\$51,750	\$53,250	\$54,750	\$55,950	\$57,150
2	\$53,650	\$55,150	\$56,650	\$57,850	\$59,050
3	\$55,550	\$57,050	\$58,550	\$59,750	\$60,950
4	\$57,450	\$58,950	\$60,450	\$61,650	\$62,850
5	\$59,350	\$60,850	\$62,350	\$63,550	\$64,750
6	\$61,250	\$62,750	\$64,250	\$65,450	\$66,650
7	\$61,250	\$64,650	\$66,150	\$67,350	\$68,550
8	\$61,250	\$66,550	\$68,050	\$69,250	\$70,450
9	\$61,250	\$68,450	\$69,950	\$71,150	\$72,350
10	\$61,250	\$70,350	\$71,850	\$73,050	\$74,250
11	\$61,250	\$72,250	\$73,750	\$74,950	\$76,150
12			\$75,650	\$76,850	\$78,050

Upper Adams Education Association					
2023		-	2024		
Step	INST I	INST II	M	M + 15	M + 30
1	\$53,046	\$54,546	\$56,046	\$57,246	\$58,446
2	\$54,946	\$56,446	\$57,946	\$59,146	\$60,346
3	\$56,846	\$58,346	\$59,846	\$61,046	\$62,246
4	\$58,746	\$60,246	\$61,746	\$62,946	\$64,146
5	\$60,646	\$62,146	\$63,646	\$64,846	\$66,046
6	\$62,546	\$64,046	\$65,546	\$66,746	\$67,946
7	\$62,546	\$65,946	\$67,446	\$68,646	\$69,846
8	\$62,546	\$67,846	\$69,346	\$70,546	\$71,746
9	\$62,546	\$69,746	\$71,246	\$72,446	\$73,646
10	\$62,546	\$71,646	\$73,146	\$74,346	\$75,546
11	\$62,546	\$73,546	\$75,046	\$76,246	\$77,446
12			\$76,946	\$78,146	\$79,346

Upper Adams Education Association					
2024		-	2025		
Step	INST I	INST II	M	M + 15	M + 30
1	\$54,514	\$56,014	\$57,514	\$58,714	\$59,914
2	\$56,414	\$57,914	\$59,414	\$60,614	\$61,814
3	\$58,314	\$59,814	\$61,314	\$62,514	\$63,714
4	\$60,214	\$61,714	\$63,214	\$64,414	\$65,614
5	\$62,114	\$63,614	\$65,114	\$66,314	\$67,514
6	\$64,014	\$65,514	\$67,014	\$68,214	\$69,414
7	\$64,014	\$67,414	\$68,914	\$70,114	\$71,314
8	\$64,014	\$69,314	\$70,814	\$72,014	\$73,214
9	\$64,014	\$71,214	\$72,714	\$73,914	\$75,114
10	\$64,014	\$73,114	\$74,614	\$75,814	\$77,014
11	\$64,014	\$75,014	\$76,514	\$77,714	\$78,914
12			\$78,414	\$79,614	\$80,814

Upper Adams Education Association					
2025		-	2026		
Step	INST I	INST II	M	M + 15	M + 30
1	\$56,022	\$57,522	\$59,022	\$60,222	\$61,422
2	\$57,922	\$59,422	\$60,922	\$62,122	\$63,322
3	\$59,822	\$61,322	\$62,822	\$64,022	\$65,222
4	\$61,722	\$63,222	\$64,722	\$65,922	\$67,122
5	\$63,622	\$65,122	\$66,622	\$67,822	\$69,022
6	\$65,522	\$67,022	\$68,522	\$69,722	\$70,922
7	\$65,522	\$68,922	\$70,422	\$71,622	\$72,822
8	\$65,522	\$70,822	\$72,322	\$73,522	\$74,722
9	\$65,522	\$72,722	\$74,222	\$75,422	\$76,622
10	\$65,522	\$74,622	\$76,122	\$77,322	\$78,522
11	\$65,522	\$76,522	\$78,022	\$79,222	\$80,422
12			\$79,922	\$81,122	\$82,322

ADDENDUM B1



LBT - Upper Adams School District – QHDHP – Effective 7-1-2022

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Group Numbers: 02555910, -11, -12, -20, -21, -22, -50, -51 and -52

Benefit	In Network	Out of Network
General Provisions		
Effective Date	July 1, 2022	
Benefit Period	Contract Year Begins July 1 and Ends June 30	
Deductible (per benefit period)		
Individual	\$1,400	\$2,450
Family	\$2,800	\$4,900
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance, copays and prescription drug cost sharing. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$4,800
Family	None	\$9,800
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (1) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$5,000	Not Applicable
Family	\$10,000	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after deductible; then \$20 copayment applies	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after deductible; then \$20 copayment applies	80% after deductible
Specialist Office Visits & Virtual Visits	100% after deductible; then \$20 copayment applies	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after deductible; then \$40 copayment applies	80% after deductible
Telemedicine Services (2)	100% after deductible; then \$20 copayment applies	Not Covered
Preventive Care (3)		
Routine Adult Physical Exams	100% (deductible does not apply)	80% after deductible Limit: \$400/benefit period
Adult Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Medically Necessary	100% after deductible	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after deductible; then \$75 copayment applies (waived if admitted)	100% after in-network deductible; then \$75 copayment applies (waived if admitted)
Ambulance – Emergency (4)	100% after deductible	100% after in-network deductible
Ambulance – Non-Emergency (4)	100% after deductible	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible – provider 50% after deductible - facility
Hospital Outpatient	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible – prenatal and postnatal care 50% after deductible – delivery and inpatient services
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures Excludes Neonatal Circumcision	100% after deductible	80% after deductible – provider 50% after deductible - facility
Therapy and Rehabilitation Services		
Physical Medicine	100% after deductible; then \$20 copayment applies	80% after deductible
Limit: 30 visits/benefit period		
Respiratory Therapy	100% after deductible; then \$20 copayment applies	80% after deductible
Speech and Occupational Therapy	100% after deductible; then \$20 copayment applies	80% after deductible
Limit: 30 visits per type of therapy/benefit period		
Spinal Manipulations	100% after deductible; then \$20 copayment applies	80% after deductible
Limit: 20 visits/benefit period		
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	50% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	50% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after deductible; then \$20 copayment applies	80% after deductible
Outpatient Substance Abuse Services	100% after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (5)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Preauthorization required on items great than or equal to \$500		
Home Health Care	100% after deductible	80% after deductible
Limit: 90 visits/benefit period aggregate with visiting nurse		
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (6)	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Limit: 240 hours/benefit period		
Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility Care	100% after deductible	50% after deductible
Limit: 100 days/benefit period		
Transplant Services	100% after deductible	80% after deductible
Precertification/Authorization Requirements (7)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclsuions apply.

(1) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense. If you are enrolled in a "Family" plan, with your non-embedded deductible, the entire family deductible must be satisfied before claims reimbursement begins. In addition, with your non-embedded out-of-pocket limit, the entire family out-of-pocket limit must be satisfied before additional claims reimbursement begins. Finally, with your embedded TMOOP, once any eligible family member satisfies his/her individual TMOOP, claims will pay at 100% of the plan allowance for covered expenses, for the rest of the plan year. Claims for the remaining family members will pay at 100% once the family TMOOP amount is met.

(2) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.

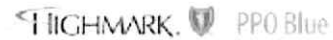
- (3) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (4) Medically necessary Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits.
- (5) Services for the treatment of Autism Spectrum Disorders are covered for eligible members to age 21. After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.

Prescription Drugs	
Prescription Drug Deductible	
Individual	Integrated with medical deductible
Family	Integrated with medical deductible
Prescription Drug Program (8) Defined by the National Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.	Retail (30 days supply) \$10 generic copay after deductible \$30 brand formulary copay after deductible \$50 brand non formulary copay after deductible Maintenance Drugs through Mail Order (90-day Supply) \$25 generic copay after deductible \$70 brand formulary copay after deductible \$135 brand non formulary copay after deductible
Mandatory Generic Substitution (HARD)	In addition to the coinsurance/copayment, the member pays the difference between the brand drug and generic drug price (when there is a generic drug alternative) regardless of whether the prescribing physician requests that brand drug to be dispensed.
Formulary	Comprehensive
Formulary Benefit Design	Incentive
Out-of-Pocket Limit	Integrated with medical out-of-pocket limit
Claim Submission	Pharmacy Files at Point-of-Sale
Non-Network Pharmacy	Not Covered
PREVENTIVE MEDICATIONS	
Preventive Covered Drugs	Deductibles, coinsurance and/or copayments do not apply
PRESCRIPTION DRUG CATEGORIES	
Contraceptives (oral and injectable)	Covered
Fertility Agents	Covered
Fluoride Products	Covered
Insulin and Diabetic Supplies	Covered
Smoking Deterrents (prescription)	Covered
Vitamins (prescription)	Covered
Weight Loss Drugs	Not Covered
Prescription Hair Growth Products	Not Covered
CARE MANAGEMENT PROGRAMS	
Exclusive Pharmacy Provider	Applies - selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider.
Quantity Level Limits on selected prescription drugs	Applies - the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines
Managed Rx Coverage on selected prescription drugs	Applies - certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded.
Managed Prior Authorizations	Applies on select high cost drugs.

(8) At a retail or mail-order pharmacy, if your deductible has not been met, you pay the entire cost for your prescription drug at the discounted rate Highmark has negotiated. The amount you paid for your prescription will be applied to your deductible. If your deductible has been met, you will only pay any member responsibility based on the benefit level indicated above. You will pay this amount at the pharmacy when you have your prescription filled. The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. Your program includes coverage for both formulary and non-formulary drugs at the copayment or coinsurance amounts listed above. Under the hard mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs. Your plan requires that you use Alliance Rx Walgreens Prime specialty pharmacy to obtain select specialty medications. To obtain medications for hemophilia, you must use a specific pharmacy, please contact member services for more details.

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ADDENDUM B2



LBT - Upper Adams - PPO - Benefit Summary effective 7-1-2022

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Group Numbers: 02555810, -11, -12, -20, -21, -22, -50, -51 and -52

Benefit	In Network	Out of Network
General Provisions		
Effective Date	July 1, 2022	
Benefit Period	Contract Year Begins July 1 and Ends June 30	
Deductible (per benefit period)	\$500	
Individual	\$1,000	
Family		
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$2,000
Family	None	\$6,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (1) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$8,700	Not Applicable
Family	\$17,400	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$40 copay	80% after deductible
Telemedicine Services (2)	100% after \$20 copay	Not Covered
Preventive Care (3)		
Routine Adult	100% (deductible does not apply)	80% after deductible benefit
Physical Exams		Limit: \$400/benefit period
Adult Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine and Medically Necessary	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$40 copay (waived if admitted)	
Ambulance - Emergency (4)	100% (deductible does not apply)	100% (deductible does not apply)
Ambulance – Non-Emergency (4)	100% (deductible does not apply)	80% after deductible
Hospital and Medical / Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible – provider 50% after deductible - facility
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible – prenatal and postnatal care 50% after deductible – delivery and inpatient services
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible – provider 50% after deductible - facility
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization, Reversal Procedures Excludes Neonatal Circumcision	100% after deductible	80% after deductible – provider 50% after deductible – facility

Benefit	In Network	Out of Network
Therapy and Rehabilitation Services		
Physical Medicine	100% after \$20 copay Limit: 30 visits/benefit period	60% after deductible
Respiratory Therapy	100% after \$20 copay	60% after deductible
Speech Therapy	100% after \$20 copay Limit: 30 visits/benefit period	60% after deductible
Occupational Therapy	100% after \$20 copay Limit: 30 visits/benefit period	60% after deductible
Spinal Manipulations	100% after \$20 copay Limit: 20 visits/benefit period	60% after deductible
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	60% after deductible
Mental Health / Substance Abuse		
Inpatient Mental Health Services	100% after deductible	50% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	50% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$20 copay	60% after deductible
Outpatient Substance Abuse Services	100% after \$20 copay	60% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	60% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (5)	100% after deductible	60% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	100% after deductible	60% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	60% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	60% after deductible
Durable Medical Equipment	100% after deductible Preauthorization required on items great than or equal to \$500	60% after deductible
Home Health Care	100% after deductible Limit: 90 visits/benefit period aggregate with visiting nurse	60% after deductible
Hospice	100% after deductible Limit: 180 days/lifetime; 180 days/lifetime	60% after deductible
Infertility Counseling, Testing and Treatment (6)	100% after deductible	60% after deductible
Orthotics	100% after deductible	60% after deductible
Private Duty Nursing	100% after deductible Limit: 240 hours/benefit period	60% after deductible
Prosthetics	100% after deductible	60% after deductible
Skilled Nursing Facility Care	100% after deductible Limit: 100 days/benefit period	50% after deductible
Transplant Services	100% after deductible	60% after deductible
Precertification/Authorization Requirements (7)	Yes	Yes

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply.

(1) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.

(2) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.

(3) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).

(4) Medically necessary Air Ambulance services rendered by out-of-network providers will be covered at the highest network tier level of benefits.

(5) Services for the treatment of Autism Spectrum Disorders are covered for eligible members to age 21. After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.

(6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(7) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.



LBT - Upper Adams School District - Prescription Drug Card Program
 Summary of Benefits – Effective 07/01/2022
 Group Numbers: 02555810, -11, -12, -20, -21, -22, -50, -51, and -52

PRESCRIPTION DRUG	RETAIL PHARMACY	MAIL SERVICE PHARMACY
Deductible	None	
Prescription Drug Defined by the National Pharmacy Network - Not Physician Network.	30 day supply \$10 generic copay \$50 brand formulary copay \$75 brand non formulary copay	90 day supply \$25 generic copay \$125 brand formulary copay \$188 brand non formulary copay
Mandatory Generic Substitution	Hard - In addition to the coinsurance/copayment, the member pays the difference between the brand drug and generic drug price (when there is a generic drug alternative) regardless of whether the prescribing physician requests that brand drug to be dispensed.	
Formulary	Comprehensive	
Formulary Benefit Design	Incentive	
Out-of-Pocket Maximum	Not Applicable	
Claim Submission	Pharmacy Files at Point-of-Sale	
Non-Network Pharmacy	Not Covered	
PREVENTIVE MEDICATIONS		
Preventive Covered Drugs	Deductibles, coinsurance and/or copayments do not apply	
PRESCRIPTION DRUG CATEGORIES		
Contraceptives (oral and injectable)	Covered	
Fertility Agents	Covered	
Fluoride Products	Covered	
Insulin and Diabetic Supplies	Covered	
Smoking Deterrents (prescription)	Covered	
Vitamins (prescription)	Covered	
Weight Loss Drugs	Not Covered	
Prescription Hair Growth Products	Not Covered	
CARE MANAGEMENT PROGRAMS		
Exclusive Pharmacy Provider	Applies - selected high cost prescription drugs are covered only when they are dispensed through an exclusive pharmacy provider.	
Quantity Level Limits on selected prescription drugs	Applies – the quantity dispensed under your plan per new or refill prescription may be limited per recommended guidelines	
Managed Rx Coverage on selected prescription drugs	Applies – certain drug therapies may be monitored for appropriate usage and subject to case evaluation if recommended guidelines are exceeded	
Managed Prior Authorizations	Applies on select high cost drugs.	

The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. Your program includes coverage for both formulary and non-formulary drugs at the copayment or coinsurance amounts listed above. Under the hard mandatory generic provision, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand drug copayment plus the difference in cost between the brand and generic drugs. Your plan requires that you use Alliance Rx Walgreens Prime specialty pharmacy to obtain select specialty medications. To obtain medications for hemophilia, you must use a specific pharmacy, please contact member services for more details. The Copay Armor program helps members to afford high cost medications (mostly specialty) by leveraging manufacturer coupon dollars. Members will not need to change where prescriptions are filled and will be contacted by Pillar Rx for cost savings enrollment.

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ADDENDUM B3



National Vision Administrators, L.L.C.

Your NVA Vision Benefit Summary

Upper Adams School District

Effective 07/01/2009

Revised 01/01/2018

Group Number #8298

How Your Vision Care Program Works

Schedule of Vision Benefits

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Under 19 Once Every Plan Year 19 & over Once Every Two Plan Years	<ul style="list-style-type: none"> Covered 100% 	Reimbursed Amount <ul style="list-style-type: none"> Up to \$40
Lenses Under 19 Once Every Plan Year 19 & over Once Every Two Plan Years <ul style="list-style-type: none"> Single Vision Bifocal Trifocal Lenticular Polycarbonates (under age 19) 	Standard Glass or Plastic <ul style="list-style-type: none"> Covered 100% <ul style="list-style-type: none"> Covered 100% 	<ul style="list-style-type: none"> Up to \$35 Up to \$45 Up to \$55 Up to \$75 N/A
Frame Once Every Two Plan Years	Retail Allowance <ul style="list-style-type: none"> Up to \$75 (20% discount off balance)** 	<ul style="list-style-type: none"> Up to \$30
Contact Lenses Under 19 Once Every Plan Year 19 & over Once Every Two Plan Years	In lieu of Lenses & Frame	In lieu of Lenses & Frame
Elective Contact Lenses	<ul style="list-style-type: none"> Up to \$75 Retail (15% discount (Conventional) or 10% discount (Disposable) off balance)** 	<ul style="list-style-type: none"> Up to \$75
Fit/Follow-Up Standard Daily Wear Standard Extended Wear Specialty Wear	<ul style="list-style-type: none"> Covered 100% Covered 100% Covered 100% After \$20 copay 	<ul style="list-style-type: none"> Up to \$20 Up to \$30 Up to \$30
Medically Necessary***	<ul style="list-style-type: none"> Covered 100% 	<ul style="list-style-type: none"> Up to \$225

Eligible dependents under 19 are entitled to receive a vision exam and one pair of lenses once every plan year and a frame once every two plan years or contact lenses and contact lens evaluation/fitting once every plan year. (If you choose a frame, you will not be eligible for contact lenses for two plan years.) Eligible members and dependents 19 & over are entitled to receive a vision examination and one pair of lenses and a frame or contact lenses and contact lens evaluation/fitting once every two plan years.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com, or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number 8298000001 or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Wal-Mart / Sam's Club locations or for certain proprietary brands. **Does not apply to Wal-Mart/Sam's Club, Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle, & K-Mart and may be prohibited by some manufacturers. ***Pre-approval from NVA required.

Due to their everyday low prices (EDLP) the amounts listed below may not be applicable at Wal-Mart/Sam's Club.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- \$10 Gold Tint
- \$12 Fashion / Gradient Tint
- \$10 Standard Scratch-Resistant Coating
- \$12 Ultraviolet Coating
- \$40 Standard Anti-Reflective
- \$20 Glass Photogrey (Single Vision)
- \$30 Glass Photogrey (Multi-Focal)
- \$75 Polarized
- \$50 Progressive Lenses Standard
- \$65 Transitions Single Vision Standard
- \$70 Transitions Multi-Focal Standard
- \$25 Polycarbonate (Single Vision) 19 & over
- \$30 Polycarbonate (Multi-Focal) 19 & over
- \$30 Blended Bifocal (Segment)
- \$55 High Index
- \$100 Progressive Lenses Premium

Fixed Pricing not available in certain states.

For lens options & services purchased from a participating NVA provider, NVA members will only pay the fixed maximum amount or the provider's Usual and Customary (U&C) charge less 20%, whichever is less. Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price. Fixed prices are available in-network only. Discounts are not insured benefits. In certain states, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers.

Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.



www.e-nva.com

Get a Better View

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
 -Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
 -View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses includes fitting and follow up and may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Non-Participating Providers: You will be responsible for one hundred percent (100%) of the cost at the time of service at a non-participating provider. You can request a claim form from NVA via the website www.e-nva.com or you may submit receipts along with a letter containing the member's full name, patient's full name, address, ID# and sponsoring organization to NVA, P.O. Box 2187, Clifton, NJ 07015.

Laser Eye Surgery: NVA has chosen The National LASIK Network to serve their members. This network was developed by LCA Vision in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Hearing Discount: You will receive up to 30-60% off retail at participating provider locations through EPIC Hearing.

Discounts: In addition to your funded benefit you are eligible to access the EyeEssential® Plan discount (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order, however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only		
Service	Participating Provider	Lens Options
Eye Examination:	Member Cost: Retail Less \$10	\$12 Solid Tint/ Gradient Tint \$50 Standard Progressive Lenses \$75 Polarized Lenses \$65 Transitions Single Vision Standard \$70 Transitions Multi-Focal Standard \$15 Standard Scratch Coating \$12 UV Coating \$35 Polycarbonate \$45 Standard Anti-Reflective
Contact Lens Fitting:	Retail Less 10%	
Lenses:	Glass or Plastic	
Single Vision	\$35.00	
Bifocal	\$55.00	
Trifocal or Lenticular	\$70.00	
Frame:	Retail Less 35%	
Contact Lenses*:	Member Cost:	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at their reasonable & customary retail price less 20%.

Wal-Mart / Sam's Club Stores: Due to their everyday low prices (EDLP) Wal-Mart / Sam's Club stores do not provide additional discounts.

At NVA, We Work Only for Our Clients.

Exclusions / Limitations: No payment is made for medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of glasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or Worker's Compensation / examination, procedures training or materials not listed as a covered service / Industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

National Vision Administrators, L.L.C. • PO Box 2187 • Clifton, NJ 07015
 Web: www.e-nva.com • Toll-Free: 1.800.672.7723
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This document is intended as a program overview only and is not a certified document of the individual plan parameters.



ADDENDUM B4



Benefit year maximum coverage amounts (July 1—June 30)		
	Individual (Contract year)	\$1,000.00
	Family (Contract year)	\$n/a
	Orthodontics (Lifetime)	\$800.00
Benefits Summary Chart For PPO and Premier Dentists	Delta Dental PPO Dentist Services Only	
	Paid by Delta	Paid By Enrollee
Diagnostic • Periodic exams-twice per contract year • Bitewing xrays-twice per contract year • Full-mouth xray-once per 3-year period	100%*	0%
Preventive • Routine prophylaxis (cleaning)-twice per contract year • Fluoride treatments-twice per contract year to age 19 • Sealants-to age 14 • Space maintainers-to age 19	100%*	0%
Basic Restorative Fillings (amalgam "silver" and composite "white")	100%*	0%
Major Restorative Single crowns, inlays, onlays (excludes resin onlays)	50%*	50%
Oral Surgery Extraction and other oral surgery procedures, incl. pre- and post-operative care	100%*	0%
Endodontics Root canal, pulpal therapy	100%*	0%
Surgical Periodontics Surgical treatment of the gums and supporting structures of the teeth	50%*	50%
Non-Surgical Periodontics Non-surgical treatment of the gums and supporting structures of the teeth	50%*	50%
Prosthodontics Procedures for replacement of missing teeth by construction or repair of bridges and construction of partial or complete dentures, implant surgical placement & removal, implant supported prosthetics, including repair & recommendation	50%*	50%
Orthodontics For eligible employees, spouses and dependents to age 28	50%*	50%
General Anesthesia Covered when used in conjunction with covered oral surgical procedures	100%*	0%
Denture Repair	100%*	0%
Periodontal Maintenance Periodontal prophylaxis (four per contract year reduced by routine prophylaxes)	50%*	50%

*For Delta Dental PPO Dentists, percentages are based on the PPO Allowed Amount, which is the lesser of the dentist's submitted fee or the PPO Maximum Plan Allowance.

*For Delta Dental Premier Dentists and Non-Participating Dentists, percentages are based on the Premier Allowed Amount, which is the lesser of the dentist's submitted fee or the Premier Maximum Plan Allowance.

