

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**HARRISBURG CITY SCHOOL DISTRICT**

**AND**

**HARRISBURG EDUCATION ASSOCIATION**

**2025-2028**

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN HARRISBURG CITY SCHOOL DISTRICT**  
**AND HARRISBURG EDUCATION ASSOCIATION**  
**2025-2028**

**AGREEMENT**

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the School Board of the School District of Harrisburg (hereinafter referred to as the "Board") and the Harrisburg Education Association (hereinafter referred to as the "Association").

**ARTICLE I**  
**INTENT AND PURPOSE OF AGREEMENT**

Section 1. 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 Harrisburg schools the highest level of educational opportunities obtainable. The Board recognizes teaching as a profession and believes with the Association that the objectives of an educational program are realized to the highest degree when mutual understanding and cooperation exist between the Board and its professional staff.

Section 2. The Board and the Association acknowledge the Board to be the only legally constituted body responsible for the determination of policies covering all aspects of the Harrisburg School District under and in accordance with pertinent statutory rules and regulations promulgated by the Department of Education of the Commonwealth of Pennsylvania which responsibility to the Board cannot reduce, negotiate or delegate and which is not reduced, negotiated, or delegated hereby.

Section 3. The Board and the Association acknowledge that this Agreement represents the result of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties for the duration of the life of said Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties. The refusal of either party to negotiate on matters discussed or not discussed at the bargaining for this Agreement or to renegotiate matters covered by this Agreement shall be deemed final and not subject to the grievance procedure.

**ARTICLE II**  
**PEACE AND STABILITY**

Section 1. It is understood that there shall be no strike, as that term is defined under the Public Employee Relations Act during the life of this Agreement nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. The Board reserves the right to discipline, suspend, demote or discharge any professional employee or employees who violate the provisions of Section 1 of this Article.

Section 3. The Board will not engage in any lockout during the life of this Agreement.

Section 4. The Association shall, if a strike occurs, at the Board's request, publicly disavow such action by the employees, shall advise the Board in writing that such action has not been called or sanctioned by the Association and shall instruct the employees by posting notices that it disapproves of such action and instructs them to return to work immediately.

**ARTICLE III**  
**RECOGNITION AND BARGAINING UNIT**

Section 1. The Association is recognized during the life of this Agreement as the exclusive representative for collective negotiations covering employees included within the classifications established by a certification of the Pennsylvania Labor Relations Board dated January 5, 1971 which shall include all long-term substitutes hired by the Board for an assignment of forty-five (45) days of service or longer.

Section 2. This Agreement pertains only to those employees falling within the classifications of the certification referred to in Section 1 of this Article.

Section 3. The term employee, when used in this Agreement, refers only to those persons falling within the classifications of the certification referred to in Section 1 of this Article.

Section 4. Instructional Coaches. The Instructional Coach position shall be a teacher contract position with the possibility of some extra training time requirements. This training time requirement shall be compensated in accordance with other sections of the Agreement.

Section 5. Employment of Registered Nurses. The District may employ registered nurses licensed by the Commonwealth of Pennsylvania, but who are not certified school registered nurses. For the term of the contract such non-certified registered nurses will be placed on Step 1 of the Salary Schedule and remain on that step unless certification is attained.

Section 6. New positions may be included within the unit upon joint agreement of the Association and the Board.

**ARTICLE IV**  
**RIGHTS AND OBLIGATIONS OF ASSOCIATION**

Section 1. Association agrees to extend to all non-members the opportunity to join the Association.

Section 2. The Board agrees that all employees who are presently members of the Association shall be subject to the maintenance of membership provision of Section 301 (18) of Act 195, the Act of July 23, 1970.

Section 3. The District, on or before September 15 of each year, will provide the Association with a list of the names and last known addresses of all Bargaining Unit members. The District will also provide the Association with the name and last known address of any employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire.

Section 4. The Board shall deduct from the salary of the employees' membership dues of the Association and PACE deductions and transmit the deductions to the Association, provided the Board has been presented with an appropriately certified/attested list of Bargaining Unit Members and their annual amount of membership dues deductions and PACE deductions, so long as that certified and attested to form is provided to an authorized representative of the District's Business Office on or before September 30. Should the attestation/certification form be presented after September 30 of each school year, the District will not be required to engage in dues or PACE deductions for the year in question. Bargaining Unit Members who are hired after September 30 of each school year will not be eligible for payroll or PACE deductions until the following school year so long as they are included in the attestation/certification form. It is understood that the Association will separately maintain payroll authorization cards and PACE deduction authorizations submitted by Bargaining Unit Members on an annual basis.

Section 5. The monies deducted in accordance with this Article shall be transmitted to the Association on a monthly basis, so long as the attestation/certification prerequisites are met.

Section 6. Payroll and PACE deduction authorization cards shall be printed at the expense of the Association in a form acceptable to the Association and the District and presented to each applicable Bargaining Unit Member and ultimately shared with the Board through the attestation/certification form described above on or before September 30 of each school year to qualify for deductions during the school year.

The Association shall indemnify, defend and hold the Board, administrative employees and each individual Board Member harmless against any and all claims, demands, suits, costs, expenses, or other forms of liability including but not limited to claims for back pay, court, attorney, or administrative agency costs that shall arise out of or by reason of action taken by the Board of its employees to comply with the provisions of this Article, including but not limited to imposition of dues deductions and PACE deductions. The Association reserves the right to assign counsel to defend any such action at its own expense.

The following additional provisions shall apply to the collection of payroll and PACE deductions:

1. Association agrees to withdraw with prejudice its pending PACE deduction Grievance within fifteen (15) workdays of ratification of the Collective Bargaining Agreement.
2. The parties agree to develop a attestation/certification form that the District will annually use to address payroll and PACE deductions.
3. PACE and dues deductions will only be taken from employees on paid status.
4. The District has no responsibility to capture amounts in arrearages.
5. The District shall have the right to only honor modifications to payroll deductions, including PACE deductions, if an employee transfers to another position of employment in the District that is not covered pursuant to this Collective Bargaining Agreement or in the event that written revocation, with thirty (30) days' notice, is submitted to the Board and the Association prior to such expiration.

**PAYROLL DEDUCTION AUTHORIZATION**

I hereby authorize and direct the Harrisburg School Board to deduct from my salary and transmit the amount of money deducted for my regular membership dues as certified or as may be certified to the Harrisburg School Board by the authorized officers of the Harrisburg Education Association on or before September 30 of each fiscal year and any authorized PACE contributions for PSEA-PACE for state elections and NEA for federal elections as certified to the Harrisburg School Board by the authorized officers of the Harrisburg Education Association on or before September 30 of each fiscal year. These authorizations are to remain valid until the expiration of the present Agreement between the Harrisburg School Board and the Harrisburg Education Association or any extension thereof unless a written revocation giving thirty (30) days' notice is submitted to the Harrisburg School Board and the Harrisburg Education Association prior to such expiration.

I expressly waive any claims against the Harrisburg School Board for any improper payroll deductions for membership dues and/or PACE contributions.

Name \_\_\_\_\_

Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

Employment Classification \_\_\_\_\_

Building \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Approved by the Harrisburg Education Association  
by \_\_\_\_\_

by \_\_\_\_\_

The Board, within five (5) days of the expiration of this contract, shall notify the Association of those members who have submitted written revocation.

Payroll deductions shall begin on the second (2<sup>nd</sup>) pay in October and shall continue for eighteen (18) consecutive pay periods.

Section 7. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay and shall be provided with released time for his/her regular duties. Grievance procedures and negotiations shall normally be conducted during non-working hours. The refusal of the administration to schedule during working hours shall not be subject to grievance procedures.

Section 8. The Board agrees to permit employees who are members of the Association to take leave with pay for Association business. No employee may take more than three (3) school days consecutively nor more than ten (10) days in the school year; and not all of the employees taking such leave may be from the same building. A total of fifty (50) days of such leave days per year may be taken pursuant to this Section. The Association shall reimburse the Board for the cost of substitutes employed to replace the employees taking such leave when invoiced by the Board. However, if the business is of an educational nature, and if the Superintendent gives his approval, the Board shall pay the cost of the substitute. The decision of the Superintendent as to the granting or withholding of approval shall be made at his sole discretion, shall be final and binding, and not subject to the grievance procedure.

Section 9. The Board shall permit the President of the Association or his/her designee a total of fifteen (15) work scheduled days with pay, if needed, per year, to carry out Association business provided that the Association completes a form provided by the District for such paid leave. Upon return receipt of the form for such leave, the Association shall reimburse the District for the cost of substitutes actually employed to replace the President or designee while on such leave; however, if the Association business is of an educational nature as determined by the Superintendent and/or is otherwise approved by the Superintendent, the Board shall pay the cost of the substitute. The decision of the Superintendent as to the granting or withholding of approval of reimbursement shall be made at his/her sole discretion, shall be final and binding, and not subject to the grievance procedure.

Section 10. Any employee who is elected to an Executive Office of either PSEA or NEA shall be granted a leave of absence without pay and shall be restored to his/her former position upon his/her return. Upon his/her return from such leave, an employee shall be placed at the same

position on the salary schedule as he/she would have been had he/she taught in the District during such period.

Section 11. The Association and its representatives shall normally be allowed the reasonable use of school buildings for meetings before and after school hours and during in-service days not conflicting with scheduled programs, provided such meetings are held during scheduled hours of custodial service.

Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned or with the staff member in charge of such building.

Section 12. Association business shall be conducted before or after normal working hours provided, however, that the District or its designee may grant permission to employees to conduct Association business during work hours on a case-by-case nonprecedential basis.

Section 13. The Association shall be allowed the reasonable use of school mailboxes and interschool mail facilities.

Section 14. The Association shall have, in each school building, the reasonable use of bulletin boards.

Section 15. An Association representative may speak to the employees at the end of the agenda of all orientation, district-wide or faculty meetings. Unless the meeting is of an emergency nature, the agenda shall be submitted to the appropriate Association representative at least twenty-four (24) hours in advance of such meeting. Association representatives may suggest items for the agenda.

Section 16. The Association, acknowledging that the teachers have a unique but special relationship to the community in which they are employed, pledges itself to encourage each and every one of its members to participate in some civic-related program of the community on a voluntary basis and in so doing, helping to develop a closer relationship between the District and the citizens which it serves.

Section 17. The Board agrees to make available, upon request, such data as may be necessary for preparing proposals for negotiations or processing grievances, provided such material is neither privileged nor confidential and such request is neither unreasonable nor burdensome.

Section 18. The Board agrees that it will "meet and discuss", upon request by the Association, on any policy decision which affects wages, hours and conditions of employment; reserving unto itself, however, final decision making powers as provided under the Public Employee Relations Act (Act 195). The representatives of the Association and the Superintendent or designee, upon the request of either party, shall also "meet and discuss" relevant to problems which arise out of the administration of this Agreement, general teaching conditions or specifically related concerns of the Association or the Superintendent or designee. The requests must be reasonable in time and number. In instances when a "meet and discuss" session occurs, the Board and Superintendent, following such session, shall issue a written memorandum outlining what was discussed by the parties during the applicable session and detailing any list of assignments or tasks the parties may have agreed to complete.

Section 19. The parties hereto agree not to interfere with the rights of employees granted to them under Article IV of the Public Employee Relations Act (Act 195).

Section 20. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliation, disability, sexual orientation and/or place of residence.

Section 21. Release Time of Association President.

a. The Association President shall be granted release time with pay to attend to Association business provided that the Association pays the full cost, including all benefits, taxes and other expenses associated with employing a long-term substitute employee to perform the duties of the Association President while on release time.

b. Notification. If the Association President intends to request release time, he/she must notify the District on or before April 1 of the year prior to the school year in which the release time is to be granted.

c. Half-Time Option. The Association President shall have the option of requesting a one-half time or a full-time release from his/her duties.

d. Withdrawal of Request. If the District does not intend to hire a replacement at a salary equal to the initial step of the salary schedule, the Association shall have the option of withdrawing its request for release time. Such withdrawal must occur on or before August 1 preceding the grant of release time.

## **ARTICLE V**

### **GENERAL CONDITIONS OF EMPLOYMENT**

Section 1. No employee shall be disciplined, discharged, suspended, reprimanded in writing, or reduced in position or compensation without just cause.

Section 2. An employee shall have the right to review his/her personnel file and file written comments in such file in accordance with Article V, Section 6. An employee shall be entitled to have a representative of the Association accompany him/her during such review. The Board, however, shall retain the right to protect the confidentiality of any portions of the file related to recommendations and evaluations involved in the hiring process.

Section 3. An employee may only be requested to appear before the Superintendent, the Board, a specially appointed Board Committee, a Principal, or a Division Director to answer charges; the resolution of which may affect his/her tenure or any rights or benefits of this Agreement. When requested, he/she shall be given prior notice of the reason for such appearance and shall be advised that he/she is entitled to have a representative of the Association and/or legal counsel to advise him/her and represent him/her during such meeting or interview. The parties involved shall be entitled to a period of five (5) teacher work days from the date of notice to establish a mutually agreed upon time for such meeting or interview. If no such time is mutually agreed upon within such period, the superintendent or designee of the District may establish the time and place for such meeting or interview. The employee shall be given no less than three (3)

teacher work days' notice of such time and place. This shall not be construed to require notice when the subject of the charges are of a nature such as would require immediate correction.

In the event that a professional employee is suspended pending a decision on said charges, then said professional employee shall be entitled to any deferred or accrued earnings up to the date of such suspension. Such earnings shall be paid to him/her at the next scheduled regular pay period.

Section 4. No professional employee shall be rated except under the provision of the Public School Code, Article XI.

The District may provide clinical supervision and evaluation at its discretion throughout the school year provided that such clinical supervision and evaluation is done by persons properly certified to perform such duties.

Section 5. At the time of formal rating, a conference shall be held and the employee shall be shown a copy of his/her rating. At least two (2) formal conferences shall be held each year for the non-tenured employee. Written comments may be made by the person rating and/or by the employee. Provisions shall be made for the teacher's signature to indicate he/she has seen the rating and received a copy. An employee's rating may be based on performance during the entire school year. Conferences for an unsatisfactory rating on the evaluation form approved by the Pennsylvania Department of Education shall be held at times during the school year other than the last five (5) days. Conferences for satisfactory ratings shall be held no later than the last day of the school year.

Section 6. No material pertaining to an employee's conduct, service, character or personality originating within the District shall be placed in his/her personnel file or used in any proceeding against an employee unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy and an acknowledgment shall be made by the Superintendent or his/her designee that he/she has read the attachment.

Section 7. Any criticism by a supervisor, administrator, or Board Member of an employee shall be made in confidence and not in the presence of students, parents, or at public gatherings, unless the same is the subject at a hearing provided by an applicable statute of this Commonwealth. If an employee criticizes a supervisor, administrator, or Board Member in the presence of students, parents, or at a public gathering, he/she relinquishes his/her right to submit a grievance under this section of the Agreement for that particular incident only.

Section 8. Any complaints regarding an employee made to any member of the administration or Board by any parent, student, or other person (which are used in any manner in evaluating an employee or which requires a meeting or conference) shall be promptly investigated and called to the attention of the employee. Said complaint must be reduced to writing and the employee shall be given the opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association and/or his/her counsel at any meetings or conferences regarding

such complaint. No conference may be held until twenty-four (24) hours have elapsed from the time the employee received his/her copy of the complaint.

Section 9. Whenever an employee, while in the performance of duty, is physically assaulted by a parent, student, or person other than a school district employee, and prefers criminal charges against the alleged assailant, the member shall be provided with legal assistance and representation by the Board, through the District's Chief of Police, if such legal assistance and representation is not provided for by the District Attorney's office. If the assault is committed by a person employed by the District, the District may, in its sole discretion, provide either or neither side assistance.

Section 10. In the event an employee is intimidated, harassed or interfered with during the performance of his/her professional duties by a parent, student or other person(s), the Board shall investigate the matter and take such corrective action as it deems appropriate. The result of any investigation or action taken, if any, shall be reported promptly to the employee involved. Save for reporting the incident to the Association and the District's Solicitor prior to the filing of criminal charges if necessary, the employee shall refrain from initiating contact with any witnesses or parties involved in the incident giving rise to the investigation for a period of fifteen (15) working days, provided that the Association or the employee's attorney may contact witnesses or the parties involved during the fifteen (15) day investigatory period, provided that the District is notified in advance of such contact. These matters shall be treated on a case by-case basis, and the determination in one case shall not be deemed precedent for any other. The Board's existing complaint procedures shall apply to this section.

Section 11. In the event that an employee suffers personal property damage while in the performance of his/her assigned duties and not as the result of his/her own negligence or contributory negligence, he/she shall have the right to present a written petition for relief to the Superintendent for presentation to the Board, which Board shall provide an opportunity for a hearing if it initially rejects the petition. The decision of the Board shall be deemed final and not subject to the grievance procedure.

Section 12. Unless employees are given written notice of change in their assigned building and subject assignments by the last day of work during the school term, the present assignment shall remain unchanged for the next school year. The District can issue a change of assignment notice after the close of the school year for legitimate educational reasons. In the event that a second notice of assignment is issued to an employee, such employee shall be notified as soon as practicable and provided with a written statement of reasons therefore and given an opportunity to discuss the reassignment with the person(s) responsible. These involuntary transfers shall be subject to Article V, Section 14.

Section 13. **VOLUNTARY TRANSFERS** - Employees requesting transfers to available vacant positions within their certified area, during the school year, may do so by applying to the vacancy posting via the District's online application system. Each transfer request shall be acted upon within twenty (20) school days after filing. The Superintendent or the Superintendent's designee shall notify the employee, in writing, of the disposition of the request.

The withholding or the granting of a transfer is within the sole discretion of the Superintendent and the Superintendent's decision shall be final and binding and not subject to the grievance process.

Section 14. INVOLUNTARY TRANSFERS – Involuntary transfers of employees may occur when the District deems a position vacancy as a critical need to fill or when programmatic changes occur (i.e. collapsing a classroom due to enrollment, closing a program or school, reconfiguring grade levels within buildings, etc.). Any involuntary transfer will be made only after volunteers are sought for the transfer.

Prior to instituting any involuntary transfer process, the District shall notify and discuss with the Association the need for any involuntary transfer.

Where there are no volunteers, the following procedures shall be followed:

- a. Critical Need Positions – The District will identify a critical need position that must be filled and will also identify the grade level/content area/building from which a potential employee can be pulled to fill the need. Critical need positions are defined as any position in which the District is experiencing greater than 25% vacancy rate based upon the building, subject area, and/or grade level; any position in which the District has been unable to fill after being posted for more than two (2) months; or any position that the District and the Association mutually agree upon.

The Bargaining Unit Member(s) with the least seniority within the affected area shall be transferred to the critical need position. Ties in seniority will be broken by a random method.

Examples regarding the implementation of this language can be found in Appendix F.

- b. Programmatic Changes – The District will identify impacted positions that will be eliminated due to programmatic changes. The Bargaining Unit Member(s) with the least seniority within the affected area shall be transferred to another vacancy of their choice for which they are appropriately certified. Ties in seniority will be broken by a random method.

Examples regarding the implementation of this language can be found in Appendix F.

Under both scenarios referenced above, any employee who is working under an emergency permit shall be transferred before employees who are not working under an emergency permit, as permitted by law.

A Bargaining Unit Member transferred involuntarily shall have the right to return to his/her original position whenever the first vacancy becomes available. This transfer shall occur at the beginning of the next marking period following the effective date of the transfer. This transfer shall have priority over voluntary transfer requests.

In the event a Bargaining Unit Member is involuntarily assigned to a new teaching assignment, whether it be grade level or content area, that such Bargaining Unit Member had never previously

been assigned, he/she will receive a day with no other duties to complete preparation for the new assignment.

Notwithstanding any other language in Article V, Section 14 of the collective bargaining agreement, the District administration shall have the authority to involuntarily transfer an employee for disciplinary reasons, so long as the disciplinary reasons are supported by just cause.

Section 15. Teachers shall, under the direction of the Superintendent, grade, and classify the pupils in their schools so that they may pursue the approved courses of study. Teachers shall not be required to change students' grades, but this does not mean that these grades may not be changed by the principal, after consultation with the teacher. However, except in the case of substitute or non-tenured teachers, written notice shall be given to the teacher of any such change, together with a reason for such change.

Section 16. Employees shall, as part of their regular duties, be available for classroom student counseling and parent conferences during normal working hours.

Employees shall participate in three (3) open houses/parent nights, no longer than two (2) hours in duration, without additional compensation. These times shall be pre-established before the commencement of a school year. The use of personal days shall be allowed on days when open houses/parent nights are scheduled, only if prior approval has been obtained. The parties agree that no past practice related to the approval of excuses for non-attendance at open houses or back to school nights prior to July 1, 2022, shall exist.

Section 17. Each employee shall receive a picture identification card. This card, bearing the picture of the employee, will be accepted for admission at all District-sponsored activities with the exception of home basketball games. The ID card will be presented at the proper office in order to procure an admission ticket for home basketball games. The District reserves the right to place a limit on complimentary tickets to basketball games. Provisions of this Article do not apply to those District activities which are approved as fund raisers. Any transfer of such ticket or card will terminate the privilege for violators for one (1) calendar year.

Section 18. Duty free lunch periods for employees shall be provided for in accordance with the applicable provision of State Law. An employee shall not begin his/her thirty (30) minute duty free lunch period prior to the start of the first lunch period in the building nor end the duty free lunch fifteen (15) minutes later than the end of the last scheduled lunch period in the building. Employees may leave the building during their lunch period. Normal periods for class changing, escorting students to and from lunch room and the like will not be counted as part of his/her lunch period. At times other than lunch periods, an employee must receive approval from his/her principal or his/her designee in order to leave the building and will be required to sign out when leaving and sign in when returning. In order to leave the building during preparation periods, an employee shall sign out on leaving and sign in when returning.

Section 19. The Board shall provide the Association with the names of all teachers and their assigned schools by October 1.

Section 20. An employee has all rights to become a candidate for political office except as prohibited by law. Upon submission of an appropriate application, an employee will be granted a leave of absence, without pay, in order to run or serve in public or political office. Such time spent, however, shall not be computed as service or experience in determining incremental entitlement or other benefits.

Section 21. For any vacancy in any professional position or supplemental position with the District, the Board shall post a notice of such vacancy on the online application system for ten (10) calendar days prior to filling the vacancy. Email notifications of such vacancies shall be made to members of the Bargaining Unit. Any professional employee may apply for such vacancy. The selection of the person to fill any vacancy, however, shall be made by the Board and its decision shall be final and not subject to the grievance process. The Board shall notify all Bargaining Unit applicants as to the disposition of their application.

Section 22. The Board shall provide sufficient typing and copying, facilities for teachers in their preparation of instructional materials; desks, closets and storage areas, chalkboards, modern computing, audio, and visual equipment, dictionaries, texts in use, grade books, and other such materials required in the daily teaching responsibilities; lunchroom, rest room lounge and lavatory facilities exclusively for teachers' use; facilities in each building for professional specialists. When any of the above-mentioned areas are claimed to be inadequate by an employee, the condition may be reported via the "District Complaint Form" to the Superintendent, Secretary of the Board, and the office of the Harrisburg Education Association. The steps and procedures in acting upon such a complaint shall be the same as if it were any complaint now in the "complaint procedure."

The adequacy or inadequacy of materials, facilities or services shall not be subject to the grievance or arbitration process. The determination under the hereinbefore referred to complaint procedures shall be final and binding. The parties agree to maintain a committee of District and Association representatives, the purpose of which is to identify specific problems related to providing and distributing supplies and equipment to the professional staff. This supply and equipment committee shall make recommendations to the Superintendent relevant to the procurement and distribution of supplies and equipment and the Superintendent, if necessary, shall transmit such recommendations to the Board for its review and consideration for approval.

The District shall provide lockable space for keeping school materials and personal belongings. Effective during the 2024-2025 school year, access to lockable space shall be subject to the grievance procedure.

Section 23. The Board shall maintain all of the buildings and grounds within which the employees work in accordance with the safety requirements established by applicable local ordinances or state statutes including rules and regulations promulgated hereunder that specifically applies to a public school entity, such as the District. The District agrees to maintain a system of communications within each building that is designed to ensure the safety and security of all students and staff.

Section 24. The District and Association acknowledge that an important organizational goal of the District at all grade levels is the enhancement of student accountability, responsibility, independence and achievement.

Section 25. Effective as soon as practicable following Contract ratification, all teaching Bargaining Unit Members shall be required to attend one (1) forty-five (45) minute PLC per week and two (2) sixty (60) minute meeting periods per month that can be scheduled either prior to or after the school workday. The District's existing practice of permitting a fifteen (15) minute duty-free period for high school teaching Bargaining Unit Members at the beginning of the workday and at the end of the workday shall be eliminated. That time period can be designated for Bargaining Unit Member responsibilities by the District Administration.

Preparation time at the various levels of the District shall be uninterrupted for any additional PLC meetings. Teachers will still be expected to attend Special Education, child study, and supervision meetings. Supervision meetings include formal observations (Pre and Post), walk-through debriefs, action research/portfolio check in, completion of 82-1 forms, and to discuss and craft improvement plans. Teachers will hold parent meetings during this time as needed. This also does not prevent coverage requirements on the part of the Bargaining Unit Member subject to the scheduling of said preparation time by the District Administration.

## **ARTICLE VI**

### **PROFESSIONAL EMPLOYEE ABSENCES**

Section 1. Employees shall be entitled to eleven (11) days of ca per year, five (5) of which may be used for the illness of an immediate family member defined as a parent, spouse or child. Unused sick leave shall be cumulative without limitation.

All absence due to sickness, disability or accident shall be certified by the employee and endorsed by the principal or administrator responsible for payroll reports. In addition, a physician's certificate shall be required when:

- a. an employee is absent both on a Friday and the following Monday;
- b. the absence is three (3) consecutive days or more;
- c. the employee is absent the day before and/or the day after a holiday period;

and

- d. where an employee has used sick leave six or more separate times in one school year in one (1) and two (2) day absences.

Absences covered under FMLA or another approved leave of absence shall not count toward this section.

The requirement for a physician's certificate may be waived by the administrator responsible for payroll reports where the circumstances warrant such relief.

In the event of an absence, an employee must enter the absence in the computerized system selected by the District not less than two (2) hours prior to the start of the employee's work day, except in the case of an emergency. If an employee is unable to access the computerized system, the employee shall report the absence to the supervisor.

When an employee is absent without notifying the persons specified, he/she shall not receive sick leave entitlement unless precluded from giving such notice by the circumstances.

Section 2. The Board shall inform employees of available leave through the Employee Access Center. This total will include any converted unused personal days from the previous school year.

Section 3. Any person employed in the public school system of the Commonwealth of Pennsylvania who has completed ten (10) years of satisfactory service as an employee, shall be entitled to a sabbatical leave of absence for restoration of health, for study or at the discretion of the Board of School Directors for other purposes. At least five (5) consecutive years of such service shall have been in the school district from which the leave of absence is sought unless the Board of School Directors shall, in its discretion, allow a shorter time. An employee may be entitled to another sabbatical at the expiration of another seven (7) years of teaching. Compensation during this period shall be at half (1/2) pay. The employee shall be returned to the same comparable position held at the time the leave was granted. The employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Applications for sabbatical leaves for study shall be submitted prior to June 30 for the following school year or fall-winter half year, and by October for the spring-summer half year. Exceptions to filing applications for study may be granted in special and unique situations.

Section 4. Tenured employees may be granted unpaid leave for study up to one (1) academic year at the discretion of the Board. Such employees shall be returned to a comparable position when and as such positions are or become available. During such period of leave, such employees shall be permitted to maintain, at their own expense, their group insurance coverage. No increments or other benefits shall accrue during the period.

Section 5. Leave for maternity or pregnancy shall be granted in accordance with the guidelines of the Pennsylvania Human Relations Commission. Employees who adopt a child or accept placement of foster care children shall be entitled to child rearing leave under this provision. No increments or other benefits, except as required by the guidelines, shall accrue during this period, except that a person on said leave shall have the right to maintain insurance benefits by paying the premiums.

Section 6. Personal Leave Days

A. An employee shall be entitled to three (3) days per school year without justification except that:

1. At no time may there be more than 10% (or a minimum of 2) in any one building taking leave under this subsection;

2. If such a day or days are to be utilized immediately prior or subsequent to a holiday or vacation other than summer vacation, justification may be requested. The parties agree that no past practice related to justification of personal days prior to July 1, 2022 shall exist.
3. Preapproval of the Superintendent or designee will be required for personal days on the first five student days, the last five student days, and days of standardized test administration. Special consideration will be given for major life events such as weddings, college graduation, dropping children off at college, etc.

B. Notice to the employee's principal or other immediate superior authorized to grant such leave shall be made at least two (2) days before taking such leave, unless a justifiable reason exists for not giving such notice. The District shall notify each member of the Bargaining Unit as to whom notice is to be given.

C. Employees may accumulate a maximum of five (5) personal leave days at any one time. Personal leave days not used by a professional employee or accrued in excess of leave five (5) days shall be converted to sick days cited in Section 1 of this Article at a ratio of one (1) personal leave day to one (1) converted sick leave day.

Section 7. Absence from duty because of death in the immediate family or of a near relative shall be granted in accordance with the provisions of the Public School Code, as amended. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days in conjunction with (immediately following) the death and/or funeral. The Board of School Directors may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandparent, grandchild, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence, with pay, at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law and daughter-in law.

Any extension of time periods or changes in definitions which are mandated by an amendment to the School Code or other laws of the Commonwealth shall become part of this section.

The Board may extend this leave provided that all personal leave has been exhausted.

Section 8. An employee shall be released with pay for the time necessary for appearances in legal proceedings connected with the employee's employment or with the school system. If subpoenaed to give testimony as a witness or to serve on a jury, the employee shall be released

with pay for such time as his/her presence is required. An employee shall reimburse the District the full amount of witness or jury fees received by the employee when school is in session.

This section, however, shall have no application to any action or proceeding instituted by the Association or any of its members against the School District, its Board or its agents. If the presence of the employee is required in this event, the released time shall be without pay.

Section 9. Any leave approved by the Board, whether paid or unpaid, shall not be considered a termination of employment provided that no further action is taken by either the Board or the employee. Seniority shall remain the same and not accrue for any purpose while the employee is on any unpaid leave.

Section 10. Sick Leave Bank

1. All members of the bargaining unit may become members of a sick leave bank through the voluntary and irrevocable donation of one (1) day of accumulated personal sick leave each year to the sick leave bank. This one day is above and beyond the ten (10) statutory granted sick leave days as outlined in the Public School Code. Such donation and membership shall be effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the business office and the HEA president are notified otherwise within ten (10) days of the opening of classes in any successive school year.

2. The bank shall be maintained and replenished in the future by subsequent one-day donations of sick leave from each member.

3. Use of days shall be determined by a Review Committee consisting of three (3) members: one (1) from the bargaining agent, one (1) from district administration, appointed by Superintendent, one (1) appointed by the Board of School Directors.

4. Requests for use of days from this bank for short-term disability shall be made in writing to the Review Committee, which may grant or refuse such requests at its discretion based on flexible criteria in each individual case and to include consideration of

- a. the nature of the illness or disability;
- b. the exhaustion of regular personal sick leave by the applicant;
- c. the severity of hardship imposed by possible loss of pay.

All decisions by the Review Committee are final and are not subject to the grievance process.

5. Whenever an employee uses a day from the bank, he/she shall be paid at his/her daily rate.

6. The Association shall indemnify and save the District 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 District in the implementation of any of the provisions of this section or in reliance on any list, notice of assignment furnished under any of such provisions.

Section 11. An employee who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, may be granted a leave of absence without pay for a period up to one (1) year from the time such sick leave is exhausted. No increments or other benefits shall accrue during this period, except that a person on said leave shall have the right to maintain insurance benefits by paying the Premium.

Section 12. An employee may be granted other leaves of absence at the sole discretion of the Board. The decision of the Board shall be deemed final and binding, and not subject to the grievance procedure.

Section 13. No employee shall be furloughed without "just cause" which shall be defined as those reasons and methods set forth in the applicable laws, regulations, rulings and opinions.

## **ARTICLE VII**

### **SPECIAL CONDITIONS**

Section 1. Public address, audio or other electronic devices shall not be used in observing an employee without the employee's consent. All observations shall be conducted with the full knowledge of the employee. An employee shall be made aware immediately of any such observation in progress.

Section 2. Every employee shall have the right to exercise the same authority as to the conduct and behavior over the pupils during the time they are in attendance as the parents, guardians, or person in parental relationship to such pupils may exercise over them. The Board shall not hold an employee guilty of wrong doing in the use of force in self defense or in the restraint of a student to prevent harm to that student or to others provided that the degree of force utilized is lawful under the facts and circumstances involved.

Section 3. In the event that a legal claim is brought by a student and/or his/her parent or legal guardian as a result of a professional employee's action in disciplining a student, the Board shall provide legal counsel to the employee provided the employee has followed the disciplinary policy as established by the Board.

Section 4. Workers' Compensation

a. For a period of up to thirty (30) work days, an employee shall not lose any sick leave days, personal leave days, benefits or salary as a result of being absent from work due to an injury received from an assault during the time said employee is acting in the performance of his/her duties or if the assault arises from the performance of his/her duties. The foregoing thirty (30) work day entitlement shall only be used if the employee is unable to report to work and shall not continue after the point in time the employee recovers from his/her assault related injury. In cases of a work-related accident unrelated to an assault, an employee shall be entitled up to fifteen (15) work days of pay and benefits without a reduction of sick or personal leave, provided that such leave shall not continue after the point in time the employee recovers from his/her work-related injury. In the event that an employee's workers' compensation claim is denied a deduction of sick and/or personal leave to compensate for the fifteen (15) days or a portion thereof shall be made.

b. On the thirty-first (31st) or sixteenth (16th) work day following a compensable injury, an employee's sick leave shall be reduced by one third (1/3) of a sick leave day for each work day the employee is absent and receives workers' compensation payments and supplemental payments from the District. Coincident with receipt of workers' compensation benefits, the District agrees to pay the difference between the amount payable under the Workers' Compensation Act and the employee's take-home pay. This "supplemental benefit" is to be paid directly to the injured professional employee. The employee shall be paid full pay reduced by the amount that yields a net pay including workers' compensation that is equal to the employee's net pay. Net pay is defined as the gross base pay minus the federal, state, and local taxes, social security and retirement contributions.

c. Once an employee exhausts his/her sick leave in accordance with paragraph (b) herein, the District shall not have any further salary obligation, except in cases of sabbatical leave, to the employee.

d. The District shall pay an employee's health care and other insurance premiums as if he/she were reporting to work for a period of two (2) years or until the employee's sick or sabbatical leave is exhausted whichever is later. For purposes of computing the duration of an employee's entitlement to health and other insurance benefits, an employee's depletion of one third (1/3) of a sick leave day, as per paragraph (b) herein, shall be equal to one (1) day's use of sick leave.

e. An employee shall be entitled to maintain his/her employment status with the District while receiving workers' compensation payments for a period of two (2) years or until such employee's sick and/or sabbatical leave is exhausted whichever is later. A second medical sabbatical leave only will be considered when medical evidence obtained by the District strongly suggests that the employee can return to active service following the second medical sabbatical leave. The Board's decision regarding the award of a second medical sabbatical leave shall be discretionary, nonprecedential, final and binding. The employee shall be entitled to receive his/her medical sabbatical leave salary and benefit payments and workers' compensation. At the end of two (2) years or upon the exhaustion of an employee's sick leave and sabbatical leave, if the employee is unable to return to work, his/her employment with the District shall be severed.

Section 5. In the event that any school building is evacuated in whole or in part by reason of any report or threat or damage hereto by bomb, fire or other lethal instrument or incident, no employee shall be required to participate in any search for such lethal instrument or bomb, or to remain in the building while such search is underway. Supervision of students by employees shall be required during any such period.

If students are dismissed from a building for the reason that the condition of the building poses a threat to their health or safety, then employees shall not be required to perform their work in that building.

Section 6. Teachers will not be assigned a student teacher without the teacher's prior consent.

Section 7. The Board agrees to provide the following minimum amount of planning and preparation time each week within the teacher work day.

Senior High School (grades 9 - 12) - A Professional employee is guaranteed a minimum period of forty-five (45) consecutive minutes of preparation time without student contact each school day during the scheduled student school day.

Intermediate, Elementary, and Early Childhood Level Buildings - A guaranteed minimum period of forty-five (45) consecutive minutes of preparation time without student contact each school day during the scheduled student school day.

Preparation time shall be guaranteed time during the workday for teachers to prepare lesson plans, tests and grades, to consult with colleagues relevant to professional matters and to perform other professional responsibilities.

Section 8. Student observers will be permitted to observe classes in session, provided that each teacher involved has given his/her permission. Teachers involved must be notified at least twenty-four (24) hours in advance. If a student observer must be absent from a class, he/she must notify a designated person in the school involved prior to the time of the scheduled class. Failure to notify the person of the absence without justifiable cause will result in the student being barred from any further observing in the District.

Section 9. Employees are expected to maintain a neat and professionally educationally appropriate appearance. When, in the opinion of the school administration, an employee is found not to be meeting the mutually understood standard of appearance, the administration shall bring such occurrence to the attention of the Association. The Association will discuss the matter with the employee concerned.

If the administration provides several notices to the Association concerning the same employee, the administration and the Association shall meet and agree upon an appropriate course of action.

## **ARTICLE VIII**

### **PROFESSIONAL EMPLOYEE COMPENSATION**

Section 1. The work year, exclusive of any provisions relating to supplemental contracts, shall not exceed one hundred eighty-nine (189) days, seven (7) days of which shall be professional development days and two (2) days of which shall be clerical days. The District shall schedule activities of employees on professional days, subject to a prior consultation obligation with the Act 48 Committee. Professional days shall be scheduled by the District coincident with the approval of the final school calendar on days during the work year or in the two (2) weeks before the instructional year with the District having the authority to schedule such days for elementary, middle school, and high school employees on different days. The District shall continue to schedule one (1) clerical day during the first five (5) days of scheduled professional development in a school year, to be used exclusively for room preparation, and a second clerical day at the end of the school year. ~~On the second day of in-service at the beginning of the school year, the entire day shall be a clerical day to be used for classroom setup/preparation.~~ Employees also shall have the discretion of agreeing to work after the workday in lieu of professional development days in instances when the District offers and/or approves of such after workday activities. The length of the workday for teachers shall not exceed seven and one-half (7-1/2) hours, including a 30-minute duty-free lunch period. In any year, if student days are lost due to inclement weather, the first two

lost student days shall be made up from two (2) of the seven (7) professional development days, which shall be rescheduled. On snow and emergency days that result in early school closings, professional employees shall be released from their work responsibilities 15 minutes after the students are released from school.

Section 2. Students shall be scheduled for a minimum of 180 days per school year for instruction and such other days as the District shall decide for the life of this contract. School shall be dismissed sixty (60) minutes early on the last school day prior to Thanksgiving vacation and ninety (90) minutes early on the last school day prior to winter vacation.

Section 3. Each day not worked and not compensated under any paid leave provision of this agreement shall result in a reduction of said salary one one-hundredth and eighty-nine (1/189). This section shall not entitle the Board to unilaterally reduce the contract days set forth under Section 1 of this Article.

Section 4. For each contract year, the professional employee's salary shall be divided into twenty-six (26) equal parts and shall be paid to professional employees on alternate Fridays.

Professional employees may request the payment of the accumulated salary at the end of the school term, provided such request is made in writing thirty (30) days prior thereto.

The first scheduled pay day for professional employees shall be the regularly scheduled district pay day following the opening day of school. Employees shall be entitled to an increment after one hundred five (105) days of service during the previous school year.

Section 5. New Professional employees shall be required to go through a thirty-five (35)-hour District orientation program prior to starting their professional responsibilities with the District. This orientation program shall be in addition to the regular one hundred and eighty-nine (189)-day school year. Three hours of this orientation program shall be designed and available to the Association for the presentation of information and material to the new professional employees.

Section 6. The position of Early Childhood teacher shall be a 189-day position which shall be scheduled during a school year defined as the period between July 1 and June 30 of any school calendar year. The flex scheduling of this position may include a four-week break if such a break is requested by the employee. When scheduling is made for these positions, accommodations shall be made, if possible, for any college or university programs in which an Early Childhood professional employee is enrolled. Any time worked beyond the 189-day school calendar shall be compensated in accordance with the appropriate hourly teaching or training rate.

Section 7. The following additional payroll options or deductions shall be available:

1. Tax Sheltered Annuities
2. United States Government Bonds
3. Members First Credit Union

4. PA State Employees Credit Union Authorization for such options or deductions shall be on forms approved by the Board.

Section 8. Except as otherwise herein provided, salaries for employees for the term of the contract shall be as stated in Appendix A-1 attached hereto and made a part hereof. Salaries for Psychologists, Occupational Therapists, Physical Therapists, Nurses, Speech Pathologists, and Dental Hygienists for the term of this contract shall be as stated in Appendix A-2. Employees shall be placed on the salary schedule in accordance with the provisions of Appendix B which is attached hereto and made a part hereof.

Section 9. Employees shall be entitled to payments for additional credits beyond the Bachelor's and Master's degrees in accordance with the appropriate schedules, attached hereto. Employees will be permitted to move up to one column to the right of the employee's prior school year column placement provided appropriate credits have been earned. Movement beyond the Masters/Master Equivalent column can only be secured by taking and achieving the appropriate credits at a college or university. New employees hired after July 1, 2002 and current employees who were on the Bachelor and Bachelor + 10 column on July 1, 2002 can only move beyond the Masters/Master Equivalent column by securing an earned Master's Degree. In order for credits to be valid for column movement purposes, the employee must have received a grade of B or better in the course.

In-service credits earned through the Harrisburg City School District will count as regular credits for salary purposes for horizontal movement on the salary schedule only as far as placement on the Masters/Masters Equivalent column and all column placement prior to reaching the Masters/Master Equivalent column.

Section 10. Credits – Subject to the conditions herein, employees are entitled to tuition reimbursement for up to nine (9) credits per year, provided that the courses are pre-approved by the District and related to the individual's job responsibilities, such preapproval being decided within fifteen (15) work days of the employee's application for tuition reimbursement. Workdays shall not include any District honored or designated holiday, day off, or any work break applicable to employees of the District during the school year. It will be considered a workday if the District is open for the provision of educational services to students, even if it occurs, for example, during the summer. A non-response of the District to an employee's properly submitted tuition reimbursement preapproval request shall be deemed an approval of the request if it is not responded to by the District Administration within fifteen (15) workdays. The parties agree that no past practice related to pre-approval of tuition reimbursement prior to August 20, 2021 shall exist. Any employee whose request for tuition reimbursement is denied shall be given the reason for the denial in writing. The District's pre-approval decision shall not be subject to binding arbitration. An additional three (3) credits per year may be available at the discretion of the Superintendent or the Superintendent's designee, so that in any year, an employee can be reimbursed for a maximum of twelve (12) credits. (An affirmative preapproval by the Superintendent or the Superintendent's designee must be received by the employees for the additional three (3) credits). Reimbursement shall be at actual cost per credit, up to the Pennsylvania State University rate per graduate credit. Said employee(s) shall be reimbursed for earned credit hours on a monthly basis that will require the employee to submit a completed application for course reimbursement on or before the last workday of the preceding month in

order to be eligible for payment on the second pay of the following month and on the condition that the request for reimbursement fulfil the following requirements:

1. Achieve a letter grade of “B”, “S” or better for said credit;
2. Presentation of a university transcript to the District.

The District shall pay the employee the actual cost per credit as specified herein and not deduct any taxes or other withholdings from tuition reimbursement payments. Employees who are reimbursed for courses after the start of this Contract shall provide two (2) years of service to the Harrisburg City School District subsequent to the completion of the credit hours.

Section 11. Compensation pay shall be \$36.00 per hour for the life of this contract for the following activities preapproved by an authorized member of the Central Administration and conducted after or before working hours, when not otherwise specified by supplemental contracts: intramural sports; tutoring homebound students; workshops, curriculum planning, development and evaluation; night school; and in-service education programs outside of the regular work day where the employee is required by the employer to attend. Compensation pay shall be \$36.00 per hour for the life of this contract for using guaranteed preparation time to teach classes within the regular school day for students.

During the summer of 2023, work performed during summer school as outlined by the approved Summer MOU shall be compensated at the designated rate referenced in the MOU. Beginning with the summer of 2024, all work performed during the summer shall be compensated in accordance with the compensation rate established in the collective bargaining agreement.

Nothing in this section shall prohibit Central Administration from assigning employees to duties specifically covered by this contract where compensation is not provided.

Demonstration teaching shall be deemed to have occurred when a teacher is scheduled to instruct a class which may include other teachers for the purposes of in-service training or staff development.

When teaching occurs after school hours, the teacher shall be compensated for such time at the rate of \$36.00 per hour.

The Board shall utilize only those teachers who consent to such assignment by placing his/her name on a consent list prepared for this purpose, reserving to itself, however, the right to hire personnel from any source when no employed teacher is on the list or is available. At least 48 hours' notice of demonstration teaching shall be given to the teacher.

Section 12. Training Compensation. When employees voluntarily agree to attend and receive professional training provided by the employer during time outside of the regular 189-day contract, the employee shall be compensated at the rate of \$36.00 per hour and shall receive Act 48 credits if applicable for the training received.

Section 13. Full-time professional employees (with the exception of specialized areas such as Occupational Therapists, Physical Therapists, etc.) who are required as part of their teaching

responsibility to write Individual Education Plans (IEPs/GEPs) and/or Special Education Evaluation Reports (SEERs) shall receive a clerical time stipend of \$250 above their regularly scheduled salary for each semester worked.

Full-time professional employees who are responsible for a caseload of multilinguals in an integrated co-teaching classroom or designated ELD program model and who administer and score required ELD testing as well as write and monitor ELD MTSS goals shall receive a clerical time stipend of \$250 above their regularly scheduled salary for each semester worked.

Payment of the stipend will be made the first pay date following the end of the semester provided that all required documentation for the semester has been completed by the employee in accordance with established guidelines.

Section 14. Any member of the bargaining unit required to perform duties, which duties shall be beyond that of specified teaching responsibilities, shall be additionally compensated on a pro rata basis, provided that such performance of duties and compensation have been approved by the Board. No employee shall perform duties beyond those of specified teaching responsibilities without written approval of the Superintendent or designee.

Section 15. Should a school in the Harrisburg School District receive a national Title I distinguished schools award, or its successor, each professional employee in the awarded school will receive a one-time-only bonus of \$500.00 in recognition of employee excellence. The employees may redirect a portion of the award, at their discretion, into activities that would benefit the children.

Section 16. To the extent possible, supplemental contracts shall be issued, signed and approved by the Board before duties designated by the contract commence. However, because of exigent circumstances, Board scheduling issues, or issues that make the issuance, signing, or approval by the Board difficult, will not be deemed to be a violation of the Collective Bargaining Agreement. Contractors for year-long supplemental contracts shall be prorated and paid during the life of the contract. Supplemental contracts dealing with a specific program, project or task shall be paid after work on such program, project or task has been completed.

Supplemental contracts will be treated as year-to-year contracts by the District with no expectation of continuity of employment from year to year. The parties agree to continue to participate in the supplemental sub-committee, which shall make a recommendation to the Receiver or Board based upon a timeline agreed to by the parties.

Section 17. Employees who attend trainings or meetings related to supplemental positions which occur after the last contractual staff day for the school year but prior to the first day of new teacher induction for the next school year shall be eligible for compensation for hours worked at the training compensation rate, with the exception of employees who have been approved for supplemental positions which require additional days to be worked outside of the contractual year as specified in the job description. All persons receiving supplemental contracts shall be paid in accordance with a compensation plan approved by the Board of School Directors.

Section 18. The Board is not restricted from adding or deleting positions covered by supplemental contracts, or activities referred to in Section 10 of this Article. The Board, also, reserves the right to change employees assigned to these positions.

**ARTICLE IX**  
**PROFESSIONAL EMPLOYEE BENEFITS**

Section 1. Effective July 1, 2023 and for the life of this contract, the District will offer employees and their dependents coverage under the PPO Plan described herein, (Appendix D). Open enrollment in the District will take place during the months of May or June of each fiscal year with an implementation date of the plan year going from July 1 to June 30. Rx coverage may not be purchased separately.

Section 2.

1. **Plan Offerings and HSA Contribution:** The District will exclusively offer the QHDHP Plan with \$1,650/\$3,300 in network and \$2,000/\$4,000 out of network deductibles. The deductibles, along with other plan benefits and coverages, may be impacted as a result of the annual review of the plan costs incurred by the Trust to be compliant with the Collective Bargaining Agreement and the Recovery Plan.
2. **HSA Contribution:** During the 2025-2026 school year, the annual employer HSA contribution amount shall be \$1,200 for individuals selecting the single plan and \$2,400 for individuals selecting the two-party or family plan. During the 2026-2027 school year and future plan years, the annual employer HSA contribution shall be \$1,000 for individuals selecting the single plan and \$2,000 for individuals selecting the two-party or family plan.
3. The total employer HSA contribution shall be funded based upon the chart below and the percentages of employer contributions:

Eligibility Date	Contribution Date	Employer Funding of the HSA Contribution; Percentage of the Applicable Amount
07/01	07/15	25%
10/01	10/15	25%
01/01	01/15	25%
02/01	02/15	25%

4. **Premium Share:** The employee premium share shall be at 11% of the applicable premium (single, two-party, family) which may be impacted as the result of the annual review of the plan cost incurred by the Trust to be compliant with the Collective Bargaining Agreement and the Recovery Plan.
5. **Spousal Surcharge:** A spousal surcharge of \$400 per month is instituted for a spouse of any employee eligible for health insurance coverage under the District's plan if the spouse is eligible for coverage at another place of employment and elects to be covered under the District's plan. A proof of non-coverage certification must be completed for all spouses desiring coverage under the District's plan on an annual basis. In the event the status of a covered spouse changes, such that they would then be subject to the spousal surcharge, the Bargaining Unit Employee shall notify the District within thirty (30) days of the status change. The surcharge shall then be applied on the first pay period of the subsequent month.
6. **Spousal Surcharge Exception:** No spousal surcharge will be applicable in the event an employee and an employee spouse are both employed by the District and are both covered on the District health plan under either family, two-party or the spouse's health coverage.
7. **Spousal Surcharge Lack of Impact on Dental and Vision Plans:** The surcharge only applies to the medical plan but does not apply to the District dental and vision plans
8. **Retirees:** Retirees who elect to continue healthcare coverage in accordance with Article IX, Section 10, will be exclusively provided the QHDHP plan with network deductibles applicable to active employees of the District. The deductibles may be impacted as a result of the annual review of the plan costs incurred by the Trust to be compliant with the Collective Bargaining Agreement and the Recovery Plan. The deductibles for retirees will be the same as those of active employees. For 2025-2026 through 2027-2028, eligible retirees shall receive employer HSA contributions as follows: \$1,000 for individuals who select the single plan and \$2,000 for individuals who select the two-party or family plan.
  - a. The District reserves the right to audit and determine the eligibility of existing retirees to access coverage types that may deem the retirees ineligible for this benefit.
  - b. Retirees will pay the same premium share (11% of the applicable premium). To the extent that specific retirees are eligible for the PSERS premium assistance program, the specific retiree will be required to turn over the premium assistance amount of \$100.00 per month to the District.
  - c. The District will retain the management prerogative to use a different funding arrangement that would be retrospective instead of prospective in the same manner that will apply to active employees.

- d. This language with respect to specific retirees will be applicable to all qualified retirees regardless of if they retired between June 13, 2016, and June 23, 2023, or thereafter and all retirees will pay premium share equal to that of active employees and premium assistance, to the extent permitted by law.
9. **Moving From Different Levels of Coverage As the Result of a Qualifying Event:** Any Bargaining Unit Employee that moves from an individual coverage to an employee plus dependent(s) coverage as a result of a qualifying event will receive an additional prorated employer contribution into his/her Health Savings Account or paycheck based upon a prepared schedule developed by the Business Office. Any employee that moves from employee plus dependent(s) to individual coverage as a result of a qualifying event will not lose any of the employer contributions already made, but will receive a reduced contribution based upon the schedule developed by the Business Office, to the extent applicable.
10. **New Bargaining Unit Members and HSA Contribution:** A new Bargaining Unit Employee shall receive the applicable District HSA contribution/after-tax payment based upon the date of hire and commencement of employment based upon a schedule developed by the Business Office, to the extent applicable.
11. **Eligibility for Participating in QHDHP Plan:** Employee's eligibility for participating in the QHDHP plan will be subject to the requirements applicable as established by the Internal Revenue Service as it may change from time to time and shall only be for existing Bargaining Unit Members who are otherwise eligible as Bargaining Unit Members.
12. **Plan Year:** The plan year shall continue to be a July 1-June 30 (school year) plan.
13. **Modifications to Eligibility Requirements for the Amount of the Deductibles:** In the event that the Internal Revenue Service modifies the eligibility requirements for the amount of the deductibles required for the QHDHP plan, the deductibles will increase during the term of this Contract, but the HSA contributions, which are not to be deemed part of the health benefit plan, would remain the same as established in this Collective Bargaining Agreement.

If the Recovery Plan or requirements applicable to post-recovery, includes a provision which limits the District's growth in healthcare cost per year, then the following terms shall apply:

a. If the premium rates for the QHDHP plan or any newly introduced alternative plan exceeds the rates for the previous fiscal year by more than 6%, the contract may be opened, for healthcare only, to negotiate healthcare premium cost allocation, and/or plan design additions or changes to mitigate the cost in excess of 6%, to the extent permitted by the Recovery Plan or any post-recovery requirements.

b. During the 2025-2026 school year/plan year only, the requirement that if the premium rates for the QHDHP plan or any newly introduced alternative plan exceeds the rates for the previous fiscal year by more than 6% requirement shall be deferred and ultimately added to the 2026-2027 calculation for the 6% excess requirement. In determining the amount in excess of 6% requirement for the 2026-2027 school year, the District and the Association shall account for what would have been the differential in dollars/percentage for the 2025-2026 school year plus the differential for the 2026-2027 school year over 6% differential in addressing healthcare premium cost allocations and/or plan design additions or changes to mitigate the cost to be a number that it otherwise would have been if the 6% limitation were in place for the 2025-2026 school year, as well as the 2026-2027 school year.

Section 3. Effective during the 2024-2025 school year, the District shall provide a comparable dental plan to the dental plan in effect during the 2023-2024 school year that will cover composite fillings

Section 4. Group term life insurance coverage shall be maintained at the nearest thousand to the employee's salary, including base, longevity and credits only. Supplemental contracts shall not be included in this computation.

Section 5. Employees, required by the Board in the course of their work to drive personal automobiles, shall receive the maximum rate allowed by the Internal Revenue Service. Any increase in this rate for any other employee will similarly be paid thereafter to those covered by this contract.

Section 6. At the time of retirement, an employee shall be entitled to unused sick leave reimbursement according to the following schedule below:

for the first 75 days - \$50 per day;

for the next 75 days (76-150) - \$75 per day

for all days over 150 - \$100 per day

The unused sick leave reimbursement will be deposited on a pre-tax basis into a 403(b) account on behalf of the employee. It is the employee's responsibility to meet any eligibility requirements and monitor any dollar limitations associated with the selection of where the incentive will be deposited to avoid a taxable event with the Internal Revenue Service.

Section 7. Schedule of Visual Services and Supplies

- Eye Exams \$32.00
- Tonometry \$10.00
- Lenses, per pair
  - Single Vision - \$40.00
  - Bifocal - \$65.00
  - Trifocal - \$75.00
  - Lenticular - \$125.00
  - Gradient Tint - \$12.00
  - Frames - \$40.00

The co-pays listed above are only applicable to participating providers.

Contact Lenses, per pair, if prescribed for employee or dependent:

- a. where visual acuity is not correctable to 20/70 in the better eye except by the use of contact lenses; or
- b. as a requirement following cataract surgery; or
- c. when such person is being treated for a condition such as Keratoconus or Anisometropia, and contact lenses are customarily prescribed as a part of the treatment - \$200.00.  
If otherwise prescribed for you or your dependent - 55.00

Section 8. The prescription drug plan will be part of the Qualified High Deductible Health Plan (QHDHP), and as such the prescription drug deductible is integrated with the medical deductible. Effective July 1, 2025, the integrated medical and prescription drug deductibles will be \$1,650/\$3,300 (single/family), and may increase each July 1st based on the IRS minimum deductible requirements to maintain QHDHP status. After the integrated deductible has been satisfied each plan year, the following prescription drug copayments will be required for drugs filled at Retail and maintenance drugs filled at Mail Order:

	Retail (up to 34-Day Supply)	Mail Order (90-Day Supply)
Generic	\$10 Copay	\$20 Copay
Brand Formulary	\$35 Copay	\$70 Copay
Brand Non-Formulary	\$50 Copay	\$100 Copay

If a brand drug has an equivalent generic drug, the employee must either use the generic drug or pay the brand copay plus the cost difference between the brand and generic drug. The program shall include a coordination of benefits provision.

The District Administration plans to enroll in and utilize all standard prescription drug utilization management programs as recommended by the pharmacy benefit manager. These programs

include, but are not limited to: National Select Formulary, Exclusive Specialty Pharmacy Provider, Clinical Management Programs (Step Therapy, Managed Prior Authorizations, Drug Quantity Level Limits), Opioid Management Program, and any other prescription drug utilization management programs as may be proposed from time to time by the pharmacy benefit manager. Should the pharmacy benefit manager change during the term of this agreement, similar programs (but not necessarily identical) will be utilized by the new vendor.

Section 9. The plan year for healthcare benefits will be a July 1 – June 30 plan year. Any Bargaining Unit Member who works the school year will be entitled to receive healthcare benefits in July and August following the end of the school year, provided they pay their premium share as set forth in the Collective Bargaining Agreement during the summer months. Employees who begin employment during the final academic quarter of the school year may be required to pay a prorated cost of health care premiums if the prorated work year is less than the prorated plan year.

Section 10. Early Retirement – The District shall offer any District employee who, after 15 (fifteen) years of service to the District, retires with superannuation from either the Pennsylvania School Employees Retirement System (PSERS) or from dual or joint combined service with PSERS and the state employees retirement system, the following special benefits. Superannuation shall mean the following:

1. Age 62 and any years of credited service.
2. Thirty-five (35) years of credited service.
3. Thirty (30) years of credited service and sixty (60) years of age.
4. Any legislative changes providing for a thirty (30) year credited service window.

Health Care – A retiree who is not covered either directly or through his or her spouse by any other health program or plan of any kind, whether public or private, including Medicare, and is under the age of 65, will be offered health care benefits in retirement in accordance with the following provisions:

- A. Employees who retire on or after June 30, 2016 but prior on or prior to June 30, 2023 will be offered the following:
  1. enrollment in the health care plan offered active employees at the same annual premium share and spousal surcharge paid by active employees;
  2. prescription drug expense benefits as provided District employees;
  3. dental expense benefits as provided District employees at the retirees' expense.
  4. vision care expense benefits as provided District employees at the retirees' expense.
  5. Third Party Co-payment. The District shall be entitled, as a co-payment, to any money provided by a third party, such as the Commonwealth, toward the purchase of the foregoing benefits, provided however that such third party co-payment shall

be applied to any increases in insurance premiums before requiring any retiree co-payment.

B. Employees who retire on or after July 1, 2023 will be offered the following:

1. enrollment in the health care plan offered active employees for single only or two party coverage at the same annual premium share and spousal surcharge paid by active employees plus the amount of healthcare premium assistance received from the Commonwealth or PSERS;
2. prescription drug expense benefits as provided District employees;
3. dental expense benefits as provided District employees at the retirees' expense.
4. vision care expense benefits as provided District employees at the retirees' expense.

Notice. Employees must notify the District that they intend to retire on or before April 1 in order to receive the benefits and bonus detailed herein.

Availability of Benefits From Another Source. In the event that the retired employee is able to procure comparable benefits from another source at a cost less than is being paid by the District and the retired employee, the District shall have the right to opt to purchase the less expensive insurance coverage. The programs shall cover the recipient and their dependents.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

Section 1. The parties hereto agree that an orderly and expeditious resolution of grievance arising out of the application and interpretation of the terms of this Agreement shall provide for a four-step process for the disposition of any such grievance which process is set forth as follows:

**STEP 1** Any employee who believes that a justifiable complaint has arisen out of the interpretation and application of the terms of this Agreement may, in writing and on a form provided by the employer, present such grievance to their principal within fifteen (15) workdays of the event giving rise to such grievance. If the same grievance affects two (2) or more employees, such grievance may be instituted by the Association on behalf of such employees. A copy of the grievance will also be filed with the District's Human Resources Office. Before a meeting with or a decision from the principal occurs, the District's Human Resources staff may schedule a discussion with the employee and/or the Association to determine if the formal grievance process can be averted within ten (10) work days. If no resolution is reached then the principal will answer the grievance and the grievance will be processed as listed in this grievance procedure. The principal shall reply in writing to the grievant within ten (10) work days after the presentation of the grievance, or the decision of the Human Resources Office, whichever occurs first.

**STEP 2** In the event the grievant is dissatisfied with the determination of the principal, the grievant may, within 10 (ten) work days after receiving the written reply of said principal, submit such grievance to an Executive Administrator/Superintendent designated for this purpose for resolution.

Such administrator shall notify the grievant of his/her decision in writing within ten (10) work days after receipt of the grievance.

**STEP 3** If the decision of the Executive Administrator/Superintendent fails to resolve the grievance to the satisfaction of the grievant, the grievant shall notify the Executive Administrator/Superintendent in writing within ten (10) work days of the Superintendent's decision that the grievance be submitted to the Court Appointed Receiver of the Board of School Directors at its next official school board meeting.

**STEP 4** The Court Appointed Receiver or the Board of School Directors shall notify the party or parties involved of its decision within ten (10) days of such official school board meeting. If the Association is not satisfied with the determination of the Board of School Directors, the grievance shall be referred to binding arbitration by a single arbitrator or a tripartite Board of Arbitrators as may be agreed upon between the parties in accordance with Section 903, Article IX, of the Public Employee Relations Act within ten (10) days of such notification.

Section 2. If any grievant fails to meet the requirements as established in the procedures under Section 1 of this Article, action on the grievance shall be deemed terminated and the last decision made shall be deemed final. If the employer at any step fails to render its decision within the time periods established, the grievant shall be entitled to advance his/her grievance to the next step. The failure to reply shall be deemed a denial.

Section 3. If a grievance affects a group or class of employees working under different principals, the Association may submit such grievance in writing to the Executive Administrator/Superintendent directly and the process of such grievance shall be commenced at Step 2.

Section 4. The arbitrator shall in no way alter, modify, change, amend, add to, or subtract from the provisions of this Agreement.

Section 5. The fees of the arbitrators and all costs incidental to the work of the arbitrators shall be shared equally between the parties.

Section 6. Meetings and/or hearings connected with the grievance process shall not be opened to the public.

Section 7. In the event any employment rights need to be determined through the appeal procedure, the Association will make every effort to have the employee elect only to appeal through the provisions of applicable statutes or through the grievance procedures herewith stated in this Agreement, but not both.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

Section 1. Nothing contained in this Agreement shall in any way abrogate or diminish the rights of the Board to seek equitable relief in the courts when the Board's opinion is that a strike has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for such recourse to the Court.

Section 2. During the course of the negotiations for this Agreement, or subsequent thereto, the parties may have met and discussed on matters which may be contained in a Board Policy Handbook. This handbook is not to be considered an addendum, a supplement, nor a separate and independent agreement. Matters contained in this handbook may be changed by the Board at any time and any dispute arising out of the interpretations of matters contained therein shall not be subject to the grievance procedures established in this Agreement.

Section 3. Unless specifically stated otherwise, disputes concerning provisions of applicable laws, regulations and this contract shall be subject to the grievance procedure. The grievance procedure of this Agreement shall not apply to disputes arising over the retention or non-retention of temporary professional employees.

Section 4. Nothing contained in this Agreement shall be so construed or implemented so as to be in derogation of any of the rights, duties or obligations of the parties hereto and inconsistent or in conflict with, or in violation of the provisions of any statute or statutes enacted by a General Assembly of the Commonwealth of Pennsylvania.

Section 5. If any of the provisions of this Agreement or its application thereof shall be held invalid for any reason, such invalidity shall not affect the other provisions or other application of this Agreement, which can be given affect without the invalid provision of application and to that end, all provisions of this Agreement are deemed to be severable.

Section 6. A copy of this Agreement shall be posted on the District website within thirty (30) days after the Agreement is signed.

**ARTICLE XII**  
**BARGAINING UNIT EMPLOYEES WHO HAVE PROFESSIONAL LICENSURE**  
**OBLIGATIONS AND CEU REQUIREMENTS**

Section 1. As a manner to facilitate the obligations of Bargaining Unit Employees who are subject to licensure renewals as a condition of maintaining their state license practice (e.g., social workers), the District shall annually compile a list of available professional development programs that are free of cost or at a substantially discounted cost.

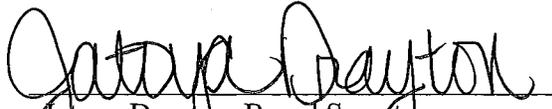
Section 2. The District shall permit Bargaining Unit Employees who are subject to biannual licensure renewals as a condition of maintaining their state license practice will annually carve out six (6) hours of professional development time, subject to written preapproval of the District Administration, to permit such impacted Bargaining Unit Employees to have time to address individually any conditions of maintaining their licensure.

**ARTICLE XIII**  
**EFFECTIVE DATE AND TERMINATION DATE**

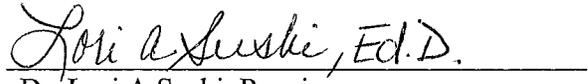
This Agreement shall go into effect on the 1<sup>st</sup> day of July, 2025, except where any provision or provisions are specifically given retroactive effect and shall terminate on the 30th day of June, 2028.

Intending to be legally bound hereto, the parties, through their duly authorized representatives, have hereunto set forth their hands and seals this day and year hereinbefore set forth.

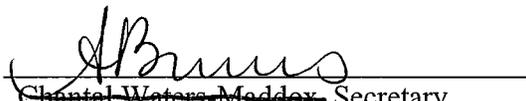
ATTEST:

  
Jaloya Drayton, Board Secretary

HARRISBURG CITY SCHOOL DISTRICT

  
Dr. Lori A Suski, Receiver

ATTEST:

  
~~Chantal Waters Maddox, Secretary~~  
Allison Burri's

HARRISBURG EDUCATION  
ASSOCIATION

  
Jody Barksdale, President

**APPENDIX A-1  
SALARY SCHEDULES**

<b>Harrisburg EA</b>										
<b>2025-2026</b>										
<u>Old System</u>	Bachelors	B+10	B+20	B+30	Masters	M+10	M+20	M+30	M+40	M+50
1	58,175	59,947	61,722	63,032	66,285	66,534	67,290	68,303	69,315	70,330
2	58,352	60,124	61,899	63,209	66,462	66,831	67,587	68,600	69,612	70,627
3	58,529	60,301	62,076	63,386	66,639	67,128	67,884	68,897	69,909	70,924
4	58,706	60,478	62,253	63,563	66,816	67,425	68,181	69,194	70,206	71,221
5	58,883	60,655	62,430	63,740	68,007	68,654	69,410	70,423	71,436	72,450
6	60,311	62,083	63,858	65,168	69,035	70,024	70,781	71,794	72,807	73,821
7	61,739	63,511	65,286	66,596	70,063	70,814	71,570	72,583	73,596	74,610
8	63,167	64,939	66,714	68,024	71,491	72,038	72,591	73,603	74,616	75,630
9	65,670	66,979	68,754	70,064	73,531	74,078	75,093	76,105	77,118	78,133
10	68,379	69,689	70,999	72,308	75,775	76,788	77,802	78,815	79,828	80,842
11	71,298	72,607	73,917	75,227	78,694	79,707	80,721	81,734	82,747	83,761
12	74,425	75,735	77,045	78,355	81,789	82,802	83,816	84,829	85,842	86,856
13	75,670	76,980	78,290	79,600	83,035	84,047	85,061	86,074	87,087	88,101
14	76,467	77,777	79,087	80,397	83,870	84,882	85,896	86,909	87,922	88,936

**Harrisburg EA**

**2026-2027**

<u>Old System</u>	Bachelors	B+10	B+20	B+30	Masters	M+10	M+20	M+30	M+40	M+50
1	59,415	61,187	62,962	64,272	69,879	70,017	70,773	71,786	72,799	73,813
2	59,592	61,364	63,139	64,449	70,056	70,314	71,070	72,083	73,096	74,110
3	59,769	61,541	63,316	64,626	70,233	70,611	71,367	72,380	73,393	74,407
4	59,946	61,718	63,493	64,803	70,410	70,908	71,664	72,677	73,690	74,704
5	60,123	61,895	63,670	64,980	71,087	71,665	72,421	73,434	74,447	75,461
6	61,551	63,323	65,098	66,408	71,684	72,492	73,248	74,261	75,274	76,288
7	62,979	64,751	66,526	67,836	72,281	73,032	73,788	74,801	75,814	76,828
8	64,407	66,179	67,954	69,264	73,709	74,256	74,809	75,821	76,834	77,848
9	66,910	68,219	69,994	71,304	75,749	76,296	77,311	78,323	79,336	80,351
10	69,619	70,929	72,239	73,548	77,993	79,006	80,020	81,033	82,046	83,060
11	72,538	73,847	75,157	76,467	80,912	81,925	82,939	83,952	84,965	85,979
12	75,665	76,975	78,285	79,595	84,007	85,020	86,034	87,047	88,060	89,074
13	76,910	78,220	79,530	80,840	85,253	86,265	87,279	88,292	89,305	90,319
14	77,666	78,976	80,286	81,596	86,014	87,026	88,040	89,053	90,066	91,080

<b>Harrisburg EA</b>										
<b>2027-2028</b>										
<u>Old System</u>	Bachelors	B+10	B+20	B+30	Masters	M+10	M+20	M+30	M+40	M+50
1	60,623	62,395	64,170	65,480	73,379	73,410	74,166	75,179	76,192	77,206
2	60,800	62,572	64,347	65,657	73,556	73,707	74,463	75,476	76,489	77,503
3	60,977	62,749	64,524	65,834	73,733	74,004	74,760	75,773	76,786	77,800
4	61,154	62,926	64,701	66,011	73,910	74,301	75,057	76,070	77,083	78,097
5	61,331	63,103	64,878	66,188	74,087	74,598	75,354	76,367	77,380	78,394
6	62,759	64,531	66,306	67,616	74,264	74,895	75,651	76,664	77,677	78,691
7	64,187	65,959	67,734	69,044	74,441	75,192	75,948	76,961	77,974	78,988
8	65,615	67,387	69,162	70,472	75,869	76,416	76,969	77,981	78,994	80,008
9	68,118	69,427	71,202	72,512	77,909	78,456	79,471	80,483	81,496	82,511
10	70,827	72,137	73,447	74,756	80,153	81,166	82,180	83,193	84,206	85,220
11	73,746	75,055	76,365	77,675	83,072	84,085	85,099	86,112	87,125	88,139
12	76,873	78,183	79,493	80,803	86,168	87,181	88,195	89,208	90,221	91,235
13	78,118	79,428	80,738	82,048	87,414	88,426	89,440	90,453	91,466	92,480
14	78,868	80,178	81,488	82,798	88,164	89,176	90,190	91,203	92,216	93,230

Each employee shall move one step vertically each year, provided the employee was paid by Harrisburg School District for 105 days or more in the preceding school year.

**APPENDIX A-2**

**SALARY SCHEDULES FOR PSYCHOLOGISTS, OCCUPATIONAL THERAPISTS, NURSES,  
SPEECH PATHOLOGISTS, AND DENTAL HYGIENISTS**

Each Psychologist, Occupational Therapist, Physical Therapist, Nurse, Speech Pathologist, and Dental Hygienist shall move one step vertically each year, provided the employee was paid by Harrisburg School District for 105 days or more in the preceding school year.

<b>Harrisburg EA - Specialist</b>					
<b>2025-2026</b>					
	1	2	3	4	5
<u>Old System</u>	Bachelors	B+20	Masters	M+25	M+50
1	65,696	67,111	68,463	69,555	70,649
2	67,801	69,215	70,567	71,660	72,754
3	70,652	72,066	73,417	74,510	75,605
4	73,296	74,711	76,062	77,156	78,250
5	76,822	77,917	79,267	80,361	81,456
6	79,748	80,842	82,194	83,288	84,382
7	82,901	83,995	85,346	86,440	87,534
8	86,277	87,372	88,722	89,816	90,911
9	87,622	88,717	90,067	91,161	92,256
10	89,017	90,112	91,705	92,799	93,894

<b>Harrisburg EA - Specialist</b>					
<b>2026-2027</b>					
	1	2	3	4	5
<u>Old System</u>	Bachelors	20	Masters	25	50
1	69,605	72,193	74,045	75,138	76,233
2	70,981	73,568	75,421	76,514	77,609
3	72,802	75,390	77,242	78,335	79,430
4	74,500	77,088	78,940	80,034	81,128
5	78,026	79,121	80,973	82,067	83,162
6	80,952	82,046	83,900	84,994	86,088
7	84,105	85,199	87,052	88,146	89,240
8	87,481	88,576	90,428	91,522	92,617
9	88,826	89,921	91,773	92,867	93,962
10	90,216	91,311	93,404	94,498	95,593

<b>Harrisburg EA - Specialist</b>					
<b>2027-2028</b>					
<u>Old System</u>	Bachelors	20	Masters	25	50
1	75,391	79,715	82,309	83,403	84,498
2	75,688	80,012	82,606	83,700	84,795
3	75,985	80,309	82,903	83,997	85,092
4	76,282	80,606	83,200	84,294	85,389
5	79,808	80,903	83,497	84,591	85,686
6	82,734	83,828	86,424	87,518	88,612
7	85,887	86,981	89,576	90,670	91,764
8	89,263	90,358	92,952	94,046	95,141
9	90,608	91,703	94,297	95,391	96,486
10	91,418	92,513	95,107	96,201	97,296

**APPENDIX B**  
**RULES FOR INITIAL STEP PLACEMENT EXPERIENCE**

The below listed rules shall determine the appropriate placement of newly hired employees on the Experience Chart and hence the salary schedule.

1. Regular Certificated Professional Employees
  - A. 105 or more days of service in a school year can be credited as one full year according to the rules below.
  - B. Each year of full-time Pennsylvania public or charter school teaching with an appropriate certificate will be counted as a credit for one year.
  - C. Each year of full-time teaching in an out of state public school or publicly sponsored chartered school with an appropriate certificate will be counted as a credit for one year.
  - D. Each two years of full-time teaching in an in state or out of state private school will be counted as a credit for one year.
  - E. Each two years of full-time teaching in an in state or out of state charter school without a valid certificate will be counted as a credit for one year.
2. Other Certificated Professional Employees including Health Service Professionals, and Vocational and Technical Teachers.
  - A. All public school, charter school and private school teaching experience will be credited as described in Section 1, above.
  - B. Work experience from private sector experience will only be considered for credit when it was at the career or journeyman level and no apprenticeship or internship experience shall be considered.
  - C. Each two years of private sector work experience will be counted as credit for one year.
3. Critical Positions that must be filled.
  - A. When position in the bargaining unit cannot be filled after a period of 60 or more days, the parties shall meet and agree on a mutually acceptable solution, including a salary not in conformity with the above rules. Effective February 19, 2020, newly hired Bargaining Unit Members can be placed on the salary schedule up to two (2) vertical longevity steps higher than their years of creditable service prior to coming to the employ of the District. In the event that the District seeks to exceed this requirement, it shall review the same with the Association leadership, which shall approve or deny such District request, with the understanding that the approval of the District's request will not be unreasonably withheld.

**APPENDIX C-1 AND C-2  
SUPPLEMENTAL SALARY SCHEDULE**

<b>Position</b>	<b>Stipend</b>	<b>Payment Schedule</b>
School Psychologist Intern Supervisor	\$5,000.00	Add to base salary and prorate over twelve (12) months
Lead School Nurse	\$4,900.00	Add to base salary and prorate over twelve (12) months
Lead School Psychologist	\$4,900.00	Add to base salary and prorate over twelve (12) months
Lead Social Worker	\$3,090.00	Add to base salary and prorate over twelve (12) months
Lead School Counselor	\$3,090.00	Add to base salary and prorate over twelve (12) months
District Department Coordinator	\$4,630.00	Add to base salary and prorate over twelve (12) months
MTSS Building Lead	\$3,090.00	Add to base salary and prorate over twelve (12) months
District MTSS Coordinator	\$4,630.00	Add to base salary and prorate over twelve (12) months
SBI Coordinator (School of Business & Industry)	\$4,630.00	Add to base salary and prorate over twelve (12) months
HS Dept Head/9th Gr Team Leader	\$3,090.00	Add to base salary and prorate over twelve (12) months
ES/MS Team Leader	\$3,090.00	Add to base salary and prorate over twelve (12) months
Data and Assessment Coordinator (CSI)	\$3,000.00	Add to base salary and prorate over twelve (12) months
HVLA Online Teacher of Record (Quarter)	\$3,000.00	Add to base salary and prorate over quarter
HVLA Online Attendance Monitor (Semester)	\$1,500.00	Add to base salary and prorate over semester
Teacher Mentors	\$1,800.00	Add to base salary and prorate over twelve (12) months
21st Century Program Coordinator -2 (School Year, Summer)	\$4,630.00	Add to base salary and prorate over twelve (12) months
HS Marching Band Director	\$4,630.00	Add to base salary and prorate over twelve (12) months
HS Stage Band Director	\$2,050.00	Add to base salary and prorate over twelve (12) months
HS Marching Bandfront Director	\$2,825.00	At the fulfillment of the contract
Marching Band Assistant Director (Drumline)	\$2,825.00	At the fulfillment of the contract
HS Marching Bandfront Assistant Director	\$2,050.00	At the fulfillment of the contract
HS Band Camp Coordinator	\$2,000.00	At the fulfillment of the contract
HS Band Camp Coordinator (Bandfront)	\$2,000.00	At the fulfillment of the contract
Band Camp Coordinator - Assistant (Band/Drumline)	\$1,035.00	At the fulfillment of the contract
Band Camp Coordinator - Assistant (Bandfront)	\$1,035.00	At the fulfillment of the contract
HS/MS Choral Director	\$2,050.00	Add to base salary and prorate over twelve (12) months
HS Musical Director	\$2,050.00	At the fulfillment of the contract
HS Musical Assistant Director	\$1,035.00	At the fulfillment of the contract
Choreographer	\$1,000.00	At the fulfillment of the contract

National Honor Society Advisor -Art	\$1,500.00	At the fulfillment of the contract
National Honor Society Advisor	\$1,500.00	At the fulfillment of the contract
Senior Class Advisor	\$1,500.00	At the fulfillment of the contract
Student Council Advisor	\$1,500.00	At the fulfillment of the contract
Yearbook Advisor	\$2,000.00	At the fulfillment of the contract
Yearbook Advisor - Assistant	\$1,500.00	At the fulfillment of the contract
Club Advisor	\$1,500.00	At the fulfillment of the contract
NJROTC Drill Team Coach	\$3,500.00	At the fulfillment of the contract
NJROTC Drill Team Coach - Assistant	\$2,575.00	At the fulfillment of the contract
NJROTC Parade/Color Guard Director	\$2,825.00	At the fulfillment of the contract
NJROTC Parade/Color Guard Director - Assistant	\$2,050.00	At the fulfillment of the contract
NJROTC Academic/Brain Brawl Club Advisor	\$2,050.00	At the fulfillment of the contract

**APPENDIX E**  
**VIRTUAL LEARNING LANGUAGE**

1. Harrisburg Cyber Programs. The District currently offers a blended learning program (Cougar Academy) and a 100% cyber learning program (HVLA), which will evolve over the term of this MOU due to unanticipated issues facing the District as the result of the continued pandemic and the increased competition from cyber charter and charter schools. It is the intent of the District to utilize all Association Bargaining Unit Members to deliver remote or virtual instruction through the HCP, absent the exceptions enumerated in this MOU. Only when a vacancy cannot be addressed with a new hire in cases where there will be at least 20 students in need of the educational services provided by the new hire, long-term substitute in cases where there will be at least 20 students in need of the educational services provided by the long-term substitute, teacher reorganization, transfers, whether voluntary or involuntary approved by the District, utilizing of recorded classes conducted by Bargaining Unit Members, and/or co-rostering with current Bargaining Unit Members will the District use a third party provider that will only be limited to provide services for the remainder of the school year. It is understood that the District generally would have the right to engage a third party provider after forty-five (45) calendar days have elapsed since the unfilled vacancy occurred. It is understood, however, that a third party provider could be utilized under the circumstances if there are 20 or less students who need to be services and it would not be efficient for the District to hire a new position or a long-term substitute to address the need for services. Utilization of a third party provider will only take place following a meet and discuss session between the District and Association regarding this matter. The District's utilization of an online third party provider for virtual learning will not directly cause the District to have less than 542 full-time equivalent positions in the Bargaining Unit represented by the Harrisburg Education Association. Notwithstanding the foregoing, the District will continue to engage in aggressive recruitment efforts in the event a vacancy exists as the District recognizes that the District benefits from an Association Bargaining Unit Member teaching the students of the District.

2. Term of MOU. The term of this MOU is from the date of the Collective Bargaining Agreement ratification through June 30, 2023.

3. Joint Labor Management Review of Issues in this MOU. In light of the everchanging issues revolving around the pandemic and the increasing challenges of competing with cyber charter and charter school alternatives, the District and Association agree to a monthly labor management meetings to discuss the implementation of the HCP programming outlined in this MOU.

4. Co-Rostering and Other Remote Delivery Options. There may circumstances which require HEA members to teach synchronously with both remote/virtual and live students in their classes. Teachers may be required to record lessons in the event a student(s) on the teacher's roster is absent due to a required quarantine related to COVID-19. Teachers will be notified that lessons are being recorded. Recordings will be stored in Google classrooms and made available for thirty days upon the end of the student(s)'s quarantine period(s) unless the student(s) needs additional time to make up the work during the quarantine as determined by the teacher, whichever is later. In addition, students may be permitted to watch live instruction if they are quarantined in order to keep pace with the brick and mortar lesson being taught. Recordings will not be used by the District for teacher observations or evaluations. Recorded or stored teacher lessons can be used, however, for evaluative purposes in situations where there is direct evidence of teacher abuse or criminality involving students that would be evident from reviewing the recording. Nothing in this document will prevent lawful authorities from having the right to subpoena or obtain such recordings consistent with the provisions of state law. In addition, the parties agree that the District has the right to implement and require Bargaining Unit Members to engage in co-

rostering (the act of teaching live students in class and synchronously teaching remote students online simultaneously) and recording. The conditions in which co-rostering would occur is as follows:

a. There is no qualified certificated Bargaining Unit Member as determined by the District Administration who are employed by the District and who is available or willing to teach such course or program employed by the District; or

b. In the event the expected enrollment or rosters in the proposed course or program is estimated to be less than a certain number of students as determined/projected by the District Administration within its discretion; or

c. The District has an opening/vacancy which it has recruited for a reasonable period of time as determined by the District Administration and cannot find a qualified applicant as determined by the District Administration.

d. If special circumstances arise where the use of remote education can be used to meet a student(s) individualized needs, a collaborative conversation between the Association and Administration will take place.

5. Coverage for a Co-Rostered Class. A certified teacher who is teaching an in-person class in one District building may be required to become the "certified teacher of record" to a remote class that is housed in another building or facility associated with the District when the District does not have a certificated professional available in a certain building. The District reserves the right to have the remote classroom supervised by a different teacher who may or may not be outside of the teacher's certification area. The remote teacher may teach live students and students in the other school as well using District technology. The District reserves the right to establish the responsibilities of all of the teachers in this program, including the obligation of the non-certificated supervising teacher to assist in the process. To the best of the District Administration's ability, teachers supervising students in the classroom will be assigned on a rotation based on inverse order of seniority.

6. Payment for Co-Rostering. For brick and mortar teachers who are asked to co-roster or supervise a room of students, a rate of \$36.00 per hour will be paid for the time they are engaged in such teaching or student supervision.

7. Schedule Requirements. The following are miscellaneous/additional requirements of HCP teachers:

a. A teacher's time will need to be flexible based upon the day in question, but the 7.5 hour work day will start no earlier than 7:30 a.m., end no later than 4:05 p.m., and all work hours will be consecutive with a 45-minute preparation period and a 30-minute lunch. An employee will be provided 10 days' advance notice of any change in the employee's start time, unless there is an emergent issue.

b. An HCP teacher may be required to attend in-person PLC's, professional development, or school activities or may be assigned to work from a building that may not be a remote or virtual position at any time within the sole and exclusive discretion of the District.

c. HCP teachers will need to continue to participate in certain required meetings, such as IEP meetings, parent/teacher conferences, and so on, whether they are remotely or in-person as determined by the District Administration from time to time and on a case-by-case basis.

8. Training. The District agrees to provide training for those teachers who are asked to teach co-rostered classes. The available training may be delivered through synchronous or asynchronous means. The training will be provided one week prior to beginning a co-rostered assignment. In the event this training occurs outside of the regular work day or work year, the employee will be paid at the training rate in the Collective Bargaining Agreement.

9. Posting of HCP Positions. As was done during the 2020-2021 school year, all HCP positions will be posted in accordance with the Collective Bargaining Agreement. Association members who are interested in any HCP position shall voluntarily apply for an available HCP position. The District will have exclusive discretion to select existing Bargaining Unit Members or outside applicants to fill HCP positions.

10. Transferring. In the event there is no qualified applicant as determined by the District for the position, it is understood that the District Administration shall have the unilateral authority to reassign HCP employees and to involuntarily transfer a HCP employee to a non-HCP position or a non-HCP position to a HCP position in order to fill expected enrollment needs following the process for involuntary transfers in the Collective Bargaining Agreement.

11. Intellectual Property. The District shall own the intellectual property and the contents of such courses, all class recordings and programming under the doctrine of work for hire.

12. Instructional Quality. It is and continues to be the expectation of the District that remote/virtual/HCP teachers will be held to the same high-quality standards of instruction whether it be in a remote or virtual environment or in an in-person environment. The Danielson teacher effectiveness rubric and State Department of Education evaluation requirements will be used to provide instructional feedback.

13. Consistency with Collective Bargaining Agreement. It is understood that this Memorandum of Understanding Regarding Remote and Virtual Learning will supersede any language under the virtual learning section of the expired Collective Bargaining Agreement during the time period of this MOU.

14. Management Rights. Nothing in this Memorandum of Understanding shall be deemed to waive the District's right to assert that evaluation, class size, work assignment and workload are not mandatory subjects of bargaining.

## **APPENDIX F**

### **INVOLUNTARY TRANSFER SCENARIOS**

The following scenarios are provided as examples of the implementation of Article V, Section 14, Involuntary Transfers. The examples are not intended to be an all-encompassing list of all scenarios that may occur.

#### **A. Critical Need Positions Examples**

- a. The District has determined that two fifth grade teacher positions at Ben Franklin are deemed critical to fill. In addition, it has also identified that a fourth grade teacher position from Foose and a third grade teacher position from Downey can be collapsed to fill these vacancies. The least senior fourth grade teacher at Foose and the least senior third grade teacher at Downey would be transferred to the fifth grade teacher positions at Ben Franklin. The fourth grade students at Foose and third grade students at Downey would be absorbed into the remaining sections at each respective building. If a teacher vacancy would occur at fourth grade at Foose or third grade at Downey in the future, the respective staff members involuntarily transferred would be offered the opportunity to transfer back to their former positions.
- b. The District has determined that two ELD teacher positions are deemed critical to fill. In addition, the District has also identified that an ELD teacher position at John Harris and an ELD teacher position at Melrose can be collapsed to fill these vacancies. The least senior ELD teacher at John Harris and the least senior ELD teacher at Melrose would be transferred to the ELD teacher positions at Rowland. The students at John Harris and Melrose would be reassigned to the caseload of the remaining ELD teachers at each respective building. If a ELD teacher vacancy would occur at John Harris or Melrose in the future, the respective staff members involuntarily transferred would be offered the opportunity to transfer back to their former positions.
- c. The District has determined that an Autism Support teacher position at Foose is deemed critical to fill. In addition, the District has also identified that a Learning Support teacher position at Camp Curtin can be collapsed to fill this vacancy. The least senior Learning Support teacher at Camp Curtin would be transferred to the Autism Support teacher position at Foose. The students at Camp Curtin would be reassigned to the caseload of the remaining Learning Support teachers at Camp Curtin. If a Learning Support teacher vacancy would occur at Camp Curtin in the future, the staff member involuntarily transferred would be offered the opportunity to transfer back to their former position.

#### **B. Programmatic Changes Examples**

- a. The District has determined that a second grade classroom can be collapsed at Scott due to low class sizes. The least senior second grade teacher at Scott would be transferred to an existing vacancy of their choice for which they are appropriately certified. If a second grade teacher vacancy would occur at Scott in the future, the respective staff member involuntarily transferred would be offered the opportunity to transfer back to their former position.
- b. The District has determined that it will open a new elementary school which will result in the transfer of students from Ben Franklin to the new school. This transfer of students will result in the reduction of two kindergarten classrooms at Ben Franklin. The least senior

kindergarten teacher at Ben Franklin would be transferred to an existing vacancy of their choice for which they are appropriately certified. If a kindergarten teacher vacancy would occur at Ben Franklin in the future, the respective staff member involuntarily transferred would be offered the opportunity to transfer back to their former position.

- c. The District has determined that the HVLA program will be closed and students will be returned back to their home building for instruction. The closing of the HVLA program will result in the elimination of all teaching positions assigned to the program. The impacted teachers within the HVLA program will be transferred to an existing vacancy of their choice for which they are appropriately certified. If the HVLA program would be reopened in the future, the respective staff members involuntarily transferred would be offered the opportunity to transfer back to their former position.

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\*\*\*\*\*An updated benefit grid will be shared once it is provided from Highmark\*\*\*\*\*



**LBT – The School District of the City of Harrisburg – QHDHP – Effective 7-1-2024**

This program is a qualified high deductible plan as defined by the Internal Revenue Service. It is designed for use with a Health Savings Account (HSA). 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: 10837910, 11, 12, 20, 21, 22, 30, 31, 32**

Benefit	In Network	Out of Network
<b>General Provisions</b>		
Effective Date	July 1, 2024	
Benefit Period (1)	Contract Year Begins July 1 and Ends June 30	
Deductible (per benefit period)		
Individual	\$1,650	\$2,000
Family	\$3,300	\$4,000
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	\$5,000
Family	None	\$10,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$7,000	Not Applicable
Family	\$14,000	Not Applicable
<b>Office/Clinic/Urgent Care Visits</b>		
Retail Clinic Visits & Virtual Visits	100% after deductible; then \$20 copayment applies	80% after deductible
Primary Care Provider (PCP) Office Visits & Virtual Visits	100% after deductible; then \$20 copayment applies	80% after deductible
Specialist Office Visits & Virtual Visits	100% after deductible; then \$40 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 \$20 copayment applies	80% after deductible
Telemedicine Services (3)	100% after deductible	Not Covered
<b>Preventive Care (4)</b>		
<b>Routine Adult</b>		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Breast Cancer Screenings (annual routine and supplemental)	100% (deductible does not apply)	80% after deductible
BRCA-Related Genetic Counseling and Genetic Testing	100% (deductible does not apply)	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
<b>Routine Pediatric</b>		
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
<b>Emergency Services</b>		
Emergency Room Services (5)	100% after deductible; then \$200 copayment applies (waived if admitted)	100% after in-network deductible; then \$200 copayment applies (waived if admitted)
Ambulance - Emergency (6)	100% after deductible	100% after in-network deductible
Ambulance – Non – Emergency (6)	100% after deductible	80% after deductible
<b>Hospital and Medical/Surgical Expenses (Including maternity) (5)</b>		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Medical/Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures. Includes Neonatal Circumcision	100% after deductible	80% after deductible
<b>Therapy and Rehabilitation Services</b>		
Physical Medicine	100% after deductible; then \$40 copayment applies	80% after deductible
	Limit: 12 visits/benefit period - limit does not apply when therapy services are prescribed for the treatment of mental health or substance abuse	
Speech and Occupational Therapy	100% after deductible; then \$40 copayment applies	80% after deductible
	Limit: 12 visits per type of therapy/benefit period - limit does not apply when therapy services are prescribed for the treatment of mental health or substance abuse	
Respiratory Therapy	100% after deductible	80% after deductible
Spinal Manipulations	100% after deductible; then \$40 copayment applies	80% after deductible
	Limit: 12 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
<b>Mental Health/ Substance Abuse</b>		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after deductible	80% after deductible
Outpatient Substance Abuse Services	100% after deductible	80% after deductible
<b>Other Services</b>		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (7)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	Not Covered	Not Covered
<b>Diagnostic Services</b> 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
Mammograms, Medically Necessary	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (8)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	Limit: 240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification/Authorization Requirements (9)	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. The policy/ plan documents control in the event of a conflict with this benefits summary.

(1) Your group's benefit period is based on a Contract Year. The Contract Year is a consecutive 12-month period beginning on your employer's effective date. Contact your employer to determine the effective date applicable to your program.

(2) 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.

(3) Telemedicine Services (acute care for minor illnesses available on-demand 24/7) must be performed by a Highmark Designated Telemedicine Provider. Additional services provided by a Designated Telemedicine Provider are paid according to the benefit category that they fall under (e.g. PCP is eligible under the PCP Office Visit benefit, Behavioral Health is eligible under the Outpatient Mental Health Services benefit).

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

(5) Benefits for Emergency Care Services rendered by an Out-of-Network Provider will be paid at the Network services level. Benefits for Hospital Services or Medical Care Services rendered by an Out-of-Network Provider to a member requiring an inpatient admission or observation immediately following receipt of Emergency Care Services will be paid at the Network services level. The member will not be responsible for any amounts billed by the Out-of-Network Provider that are in excess of the plan allowance for such services.

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

(7) 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.

(8) 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.

(9) 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/Family	Integrated with medical deductible
Prescription Drug Program Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.	<b>Retail Drugs (34-day Supply)</b> \$10 copayment after deductible – Generic \$35 copayment after deductible – Brand Formulary \$50 copayment after deductible - Brand Non-Formulary <b>Maintenance Drugs through Mail Order (90-day Supply)</b> \$20 copayment after deductible - Generic \$70 copayment after deductible – Brand Formulary \$100 copayment after deductible – Brand Non-Formulary
Formulary	National Select
Formulary Benefit Design	Incentive
Generic Substitution (Hard)	Hard - 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.
Total Maximum Out-of-Pocket	\$7,000 Individual/\$14,000 Family
Claim Submission	Pharmacy Files at Point-of-Sale
Non-Network Pharmacy	Not Covered
PREVENTIVE MEDICATIONS	
Preventive Covered Drugs	Deductible, 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	Covered with Prior Authorization
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

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 SensibleRx Complete, 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.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.



### Discrimination Is Against the Law

The Claims Administrator/Insurer complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. The Claims Administrator/Insurer does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex assigned at birth, gender identity or recorded gender. Furthermore, the Claims Administrator/Insurer will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. The Claims Administrator/Insurer will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual. The Claims Administrator/Insurer:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Civil Rights Coordinator.

If you believe that the Claims Administrator/Insurer has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity, you can file a grievance with: Civil Rights Coordinator, P.O. Box 22492, Pittsburgh, PA 15222, Phone: 1-866-286-8295, TTY: 711, Fax: 412-544-2475, email: [CivilRightsCoordinator@highmarkhealth.org](mailto:CivilRightsCoordinator@highmarkhealth.org). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Insurance or benefit/claims administration may be provided by Highmark, Highmark Choice Company, Highmark Coverage Advantage, Highmark Health Insurance Company, First Priority Life Insurance Company, First Priority Health, Highmark Benefits Group, Highmark Select Resources, Highmark Senior Solutions Company or Highmark Senior Health Company, all of which are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield plans.

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Call the number on the back of your ID card (TTY: 711).

**ATENCIÓN:** Si usted habla español, servicios de asistencia lingüística, de forma gratuita, están disponibles para usted. Llame al número en la parte posterior de su tarjeta de identificación (TTY: 711).

请注意：如果您说中文，可向您提供免费语言协助服务。  
请拨打您的身份证背面的号码（TTY：711）。

**CHÚ Ý:** Nếu quý vị nói tiếng Việt, chúng tôi cung cấp dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Xin gọi số điện thoại ở mặt sau thẻ ID của quý vị (TTY: 711).

**알림:** 한국어를 사용하시는 분들을 위해 무료 통역이 제공됩니다. ID 카드 뒷면에 있는 번호로 전화하십시오 (TTY: 711).

**ATENSYON:** Kung nagsasalita ka ng Tagalog, may makukuha kang mga libreng serbisyong tulong sa wika. Tawagan ang numero sa likod ng iyong ID card (TTY: 711).

**ВНИМАНИЕ:** Если вы говорите по-русски, вы можете воспользоваться бесплатными услугами языковой поддержки. Позвоните по номеру, указанному на обороте вашей идентификационной карты (номер для текст-телефонных устройств (TTY): 711).

تنبيه: إذا كنت تتحدث اللغة العربية، فهناك خدمات المعانة في اللغة المجانية متاحة لك. اتصل بالرقم الموجود خلف بطاقة هويتك (جهاز الاتصال لذوي صعوبات السمع والنطق: 711).

**Kominike:** Si se Kreyòl Ayisyen ou pale, gen sèvis entèprèt, gratis-ticheri, ki la pou ede w. Rele nan nimewo ki nan do kat idantite w la (TTY: 711).

**ATTENTION:** Si vous parlez français, les services d'assistance linguistique, gratuitement, sont à votre disposition. Appelez le numéro au dos de votre carte d'identité (TTY: 711).

**UWAGA:** Dla osób mówiących po polsku dostępna jest bezpłatna pomoc językowa. Zadzwoń pod numer podany na odwrocie karty ubezpieczenia zdrowotnego (TTY: 711).

**ATENÇÃO:** Se a sua língua é o português, temos atendimento gratuito para você no seu idioma. Ligue para o número no verso da sua identidade (TTY: 711).

**ATTENZIONE:** se parla italiano, per lei sono disponibili servizi di assistenza linguistica a titolo gratuito. Contatti il numero riportato sul retro della sua carta d'identità (TTY: 711).

**ACHTUNG:** Wenn Sie Deutsch sprechen, steht Ihnen unsere fremdsprachliche Unterstützung kostenlos zur Verfügung. Rufen Sie dazu die auf der Rückseite Ihres Versicherungsausweises (TTY: 711) aufgeführte Nummer an.

注：日本語が母国語の方は言語アシスタンス・サービスを無料でご利用いただけます。ID カードの裏に明記されている番号に電話をおかけください (TTY: 711)。

توجه: اگر شما به زبان فارسی صحبت می کنید، خدمات کمک زبان، به صورت رایگان، در دسترس شماست. با شماره واقع در پشت کارت شناسایی خود (TTY: 711) تماس بگیرید.

