



# **Collective Bargaining Agreement**

*between*

**Young Scholars of Western Pennsylvania  
Charter School**

*and*

**Young Scholars of Western Pennsylvania  
Education Association, PSEA/NEA**

**August 19, 2020 through June 30, 2022**

**Tentative Agreement – 9-23-2020**

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## **PREAMBLE**

This agreement shall take effect at 12:01 A.M. August 19, 2020 and shall remain in full force and effect through 12:00 midnight on June 30, 2022, unless otherwise explicitly agreed.

## **ARTICLE I**

### **RECOGNITION**

The Young Scholars of Western Pennsylvania Charter School recognizes the Young Scholars of Western Pennsylvania Education Association/PSEA/NEA as the sole and exclusive representative for all full-time and part-time Employees in the bargaining unit certified by the National Labor Relations Board, Case 06-RC-210615 and dated January 29, 2018, for the purpose of collective bargaining on all matters with respect to wages, hours, and other terms and conditions of employment and the impact thereon; as well as the administration of the Agreement through the grievance procedure.

No other agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any other Employee or group of Employees by the Employer or any of its agents or representatives, unless it has been made with, ratified, and agreed to in writing by the Association. The rights and privileges of the Association and its representatives set forth in this agreement shall be granted only to the Association and to no other organization which purports to represent employees in the bargaining unit.

Any such agreement shall not constitute a waiver of the Association's right to future enforcement of any of the terms contained herein.

## **ARTICLE II**

### **NON-DISCRIMINATION**

Both the Employer and the Association recognize their responsibilities under federal and state civil rights laws, fair employment practices laws, and other similar constitutional and statutory requirements.

## **ARTICLE III**

### **MODIFICATION OF AGREEMENT**

This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing dully executed by the Parties. All agreements shall be reduced to writing, signed by both Parties, and made a part of this Agreement.

**ARTICLE IV**  
**NEGOTIATION OF A SUCCESSOR AGREEMENT**

Either party may give written notice of its intent to begin negotiations for a new agreement at such time and such manner consistent with applicable laws. Any agreement so negotiated by the Parties shall be set forth in writing prior to ratification and execution by the parties.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

*Definition:* a “grievance” shall mean an alleged violation of this Agreement. It shall not include the discipline or discharge from employment of an employee, except as specifically provided for in this agreement. A grievance must be in writing on a form mutually agreed by the Parties, attached to this Agreement as Appendix A. A grievance shall identify the specific provisions of the Agreement allegedly violated, and shall describe all factual information and evidence upon which the grievance is based.

A grievance may be filed by an employee, a group of employees, or by the Association; however, the Association shall have the sole and exclusive right to take a grievance to arbitration. The existence of this grievance procedure shall not preclude employees or groups of employees from discussing matters informally with members of the School’s administration.

Unless otherwise stated, days as used in this Article shall mean calendar days. The parties are not precluded from moving the grievance over the summer months.

*Time is of the Essence.* A grievance must be filed within thirty (30) days of the date when the Association or the employee or group of employees knew or should have known of the alleged violation of the Agreement. To be considered “filed,” the Association’s grievance must be delivered either to the office of the School’s CEO during business hours or electronically to the CEO. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite this process. The time limit specified may be extended by mutual, written agreement. The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered. The failure of an administrator at any level to communicate a decision in writing within the time limits set forth herein shall automatically move the grievance to the next level.

An arbitrator lacks jurisdiction to hear any grievance that is not timely filed. An arbitrator, however, retains jurisdiction to determine whether or not a grievance has been timely filed.

## Discipline and Discharge

The School retains the right to discipline or discharge an employee subject to the provisions of this Agreement. In cases of the discharge of an employee for reasons of teaching performance, an arbitrator may only determine whether the School followed reasonable procedures in evaluating the teacher. In cases of the discharge of an employee for reasons of teaching performance, an arbitrator shall not overturn the decision if the arbitrator finds that the School followed reasonable procedures in evaluating the teacher.

Discipline and discharge other than discharge for teaching performance may be grieved and the arbitrator shall apply the standard of just cause to such discipline or discharge.

### **Step One: Principal.**

A grievance shall be filed by any employee, group of employees, or the Association and first be discussed with the principal or the principal's designee. If the grievance is not resolved to the satisfaction of the Grievant or if a decision is not rendered within ten (10) workdays of submission, the Grievant may appeal in writing to the CEO within ten (10) work days after the decision is issued or ten (10) workdays after the deadline for the decision of the principal or designee.

Decisions rendered shall be in writing and shall be transmitted promptly to the Grievant and to the Association.

### **Step Two: CEO.**

Should the decision at Step One not be accepted, the grievance shall be appealed to the CEO within ten (10) workdays after decision at step one. A meeting shall be held among the Association, the Employee and the CEO, if so requested by the Association or the Employee. The CEO shall provide a written copy of the decision to the Association and the Employee within thirty (30) days of the appeal. The failure of the CEO to provide a written decision within thirty (30) days of the appeal to step two shall constitute a denial of the grievance.

Decisions rendered shall be in writing and shall be transmitted promptly to the Grievant and to the Association.

### **Step Three: Arbitration.**

Should the decision at Step Two not be accepted, the Association shall, within thirty (30) days of either the CEO's written decision or the date that the grievance is deemed denied file with the School's CEO a written notice for arbitration of the grievance. To be considered "filed," the Association's written notice for arbitration must be delivered either to the office of the School's CEO during business hours or electronically to the CEO. The Association shall have the sole and exclusive right to move a grievance to arbitration.

The failure of the Association to file a written notice for arbitration within the thirty (30) days of either the CEO's written decision or the date that the grievance is deemed denied shall constitute acceptance by the Association of the CEO's decision.

Upon the timely submission by the Association of the notice for arbitration, the Parties shall request a 7-member list of arbitrators from the Pennsylvania Bureau of Mediation. The Parties shall alternately strike names from the list in accordance with the procedures of section 903 of Act 195. Alternatively, the Employer and the Association may agree upon a mutually acceptable arbitrator.

The arbitrator shall resolve all questions relating to the arbitrability and merits of the grievance including, but not limited to, the appropriate remedy. The Arbitrator selected shall limit his or her decision to the terms of the Agreement. The Arbitrator shall have no authority to modify, amend, add to, or subtract from the Agreement. The Arbitrator shall issue a written decision on the grievance to the Parties within a reasonable time after the close of the proceedings.

### Costs

The costs for the services of arbitrator, including agency fees levied in the selection process, shall be shared equally by the employer and the Association. Each party shall be responsible for its own costs related to the arbitration hearing.

### Miscellaneous

1. At all stages of the grievance procedure, the Grievant shall be entitled to be represented by a representative of the Association. When a Grievant chooses to not be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Although an individual grievant may agree to a settlement of her/his grievance prior to arbitration without the consent of the Association, such settlement shall not be binding on the Association, nor shall it constitute any precedent.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the Grievant unless necessary to implement an arbitration award.
3. Any grievance related to employee discipline may be submitted at Level II of the grievance procedure.
4. In the event that a grievance concerns any matter that is beyond the decision-making authority of the principal or immediate supervisor, in the judgment of the Association, the grievance may be submitted beginning at Level II.
5. Grievance meetings shall be scheduled at a mutually convenient time during the workday on non-instructional time. Employees participating in grievance meetings shall suffer no loss in pay.

6. In the event the parties find themselves in front of an Arbitrator seeking resolution of a grievance pursuant to this Agreement, the Association will not object to the entry into admission of the School Code, the Charter School Law or the School's Charter. The Arbitrator shall interpret the agreement as reflective of the parties' intention to be consistent with and not in conflict with the School's Charter and the Charter School Law and shall not issue an award that mandates the School take action that violates the School's charter, provided the School raises the issue before the Arbitrator in the first instance.

## **ARTICLE VI**

### **LABOR-MANAGEMENT COMMITTEE**

Upon the reasonable request of either party, representatives of the Association and Young Scholars of Western Pennsylvania Charter School shall meet for the purpose of reviewing the administration of this Agreement and to resolve any other labor-management issues that may arise. These meetings are not intended to bypass the Collective Bargaining Agreement nor diminish either party's rights.

## **ARTICLE VII**

### **ASSOCIATION RIGHTS**

#### A. Association Visitation

Duly authorized representatives of the Association shall be permitted to transact appropriate official Association business on the Employer's property during the work day so long as there is no interference with the School's operation and provided advance notice is given to Administration and permission is obtained from Administration. Association representatives who are not employees shall be required to follow regular security procedures established by Young Scholars of Western Pennsylvania Charter School.

#### B. Association Representatives Release Time

Employees acting as Association representatives, as designated by the Association president, shall be granted the maximum of five (5) Association member days' leave per school year. The Association shall reimburse the School for the cost of any substitute(s) utilized to provide coverage for Association leave, except however, it shall have no obligation to reimburse the School for any Association leave utilized for grievances.

#### C. Use of School Buildings

The Association may be entitled to use school buildings for Association meetings not more than 10 times per school year. Such meetings shall take place after school hours, and shall not be scheduled on a date that conflicts with other after school events. The Association shall give notice at least one week in advance of a proposed meeting date so that the School can ensure that it does not conflict



with other scheduled school events. This shall not preclude small meetings of 3 or fewer Association members to discuss Association matters after work hours, which shall not be subject to the limitations set forth in this paragraph.

D. Right to Speak at Meetings

The Association shall be provided 30 minutes on the agenda for the new teachers in-service training at the beginning of the school year to discuss Association membership benefits. The time provided the Association will be scheduled by the Administration.

E. Employer Provided Information

Upon request by the Association the School agrees to furnish the Association with available information reasonably related to negotiations or administration of the collective bargaining agreement. Such information shall be furnished within twenty-eight (28) calendar days of receipt of the request from the Association. The employer shall provide the Association with copies of bargaining unit personnel actions immediately after they are decided and prior to implementation pertaining to layoffs and disciplinary actions.

When requested by the Association, the School shall provide the Association President with copies of board meeting agendas, approved meeting minutes and adopted policy.

**ARTICLE VIII**  
**EMPLOYEE RIGHTS**

A. Required Conferences or Hearings

Whenever any Employee is required to appear before any employer representative concerning any matter which could adversely affect the continuation of that Employee in his/her position or employment, then at least twenty-four (24) hours prior to such meeting he/she shall be given notice of the reasons for such meeting and shall be informed by the employer representative that he/she is entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. In the case of an emergency or where the safety of a student(s) or staff member(s) may be involved, the twenty-four (24) hour notice requirement does not apply.

B. Confidentiality

Young Scholars of Western Pennsylvania Charter School shall not reprimand or criticize an employee in the presence of other employees or the public, except for other management employees or coordinators if management deems their attendance necessary.

C. Observation, Evaluation, Ratings

The School shall adopt the teacher evaluation methodology adopted or approved by the Pennsylvania Department of Education. All observations and evaluations shall be performed by properly certified persons authorized by the PA School Code of 1949, as amended, or by an administrative employee of the School. Additionally, qualified outside consultants may conduct observations when the School administration determines it to be in the School's interest.

Employees shall be given copies of any class visit or evaluation report prepared by an evaluator within ten (10) work days of the observation and the employee shall have the right to submit a response to be attached to the file copy.

Any observation or evaluation that is failing or needs improvement shall be accompanied by specific written recommendations for improvement with a commitment for direct assistance in implementing such recommendations. Observations and evaluations shall be used to support and improve instructional practices and for other purposes as determined by the School administration.

Employees shall be observed at least twice each year in their first three years of employment. Following the third year of employment, employees shall be observed at least once each year.

Management shall have the discretion to conduct additional observations or walkthroughs throughout the year.

D. Personnel File

The Employer shall maintain one official personnel file in the administration office for each Employee. No material shall be placed in the personnel file unless the Employee has received a copy and has had an opportunity to review the material. The Employee shall have the right to submit a written answer to such material and attach it to the file copy. Individual personnel files shall be confidential. Only authorized management personnel shall have access to the personnel file except if inspection is necessary by PDE, the school's auditors or officials in connection with the renewal of the Charter. Once a year, an Employee shall have access to the official personnel file during regular working hours at a time mutually agreed upon between the Employer and the Employee's representative. Once a year, an Employee may duplicate any material contained in the file free of charge. The Association shall have access to an Employee's official personnel file at reasonable times during regular office hours after having given reasonable notice and having obtained express written approval from the Employee.

“Personnel File” shall mean only those items defined as “personnel file” material in the Inspection of Personnel Files Act, 43 P.S.1321 et seq., and shall exclude those materials excluded by said Act. This provision shall not apply to medical information maintained separately from the personnel file, including ADA and FMLA confidential material. This provision shall not preclude the school from maintaining a separate grievance file containing materials necessary for keeping track of, processing, and/or responding to grievances filed pursuant to this Agreement.

## **ARTICLE IX**

### **TEACHING CONDITIONS**

#### **A. Work Year**

There shall be up to 200 work days in a school year, which shall include instructional days, Parent-Teacher Conferences and in-service days.

- Total Instructional Days (including two snow days): 182
- Total In-Service Days before school starts:
  - Teachers with less than 2 years of experience at the school will come for 10 days
  - Teachers with 2 or more years of experience at the school will come for 8 days
- Total Full PD Days during the school year: 5
- Total Half PD Days (Half day instruction and half day PD – these days are included in Instructional days): 4
- Total Parent Teacher Conferences: 2
- Total Clerical Days: 1

At least either one full in-service day or two half-day portions of the in-service days before school starts, as scheduled by the Administration, must be set aside for classroom setup and cannot be interrupted by other activities.

Parent/Teacher conference days may have different start and end times than normal work days, as scheduled by the Principal, but shall not exceed 8 hours continuously with a 30 minute meal break.

Work completed on clerical days shall be at the discretion of the employees, and there shall be no meetings or professional development scheduled on clerical days.

B. School Events

All teachers shall attend Back to School Night without additional compensation.

All teachers shall participate in one (1) mandatory school event outside of the school hours and receive a stipend of \$25 per hour including any time spent organizing, setting up and/or cleaning up the event. Such events shall include, but not be limited to, Family Reading Night, Family Science Night, Family Math Night, Winter Festival, Winter Concerts, Black History Celebration, Hispanic Heritage Celebration, International Mother Languages Day Celebration, etc. Administration will identify these events at the beginning of each school year.

Teachers may participate in more than one school event outside of the school hours at the discretion of the administration and shall receive a stipend of \$25 per hour, including any time spent organizing, setting up and/or cleaning up the event.

Unless the School makes it voluntary, all teachers shall participate in the annual multicultural festival event with a stipend of \$25 per hour, including any time spent organizing, setting up and/or cleaning up the event.

School administration shall prescribe the start/setup and the end/cleanup time for each event and no compensation shall be paid beyond the scheduled time frame.

If any event is held over the weekend, teachers who participate shall be paid \$30 per hour.

C. Home Visitation

All teachers shall endeavor to perform a minimum of 5 home visits per school year and shall be paid a stipend of \$25 per home visit conducted outside of regular school hours. Teachers can do more than 5 home visits and get paid \$25/hour with administration's approval. A minimum of two teachers shall attend a home visit. Prior approval from the Principal/CEO must be obtained if more than two teachers want to attend the same home visit. The Principal/CEO shall have the discretion to deny a request for more than two teachers on the same home visit.

D. Work Day

The regular work day shall begin at 7:45 and end at 3:45 pm. The work day may include no more than two duties (e.g. lunch duty, recess, morning duty and dismissal duty) as determined by the Principal/CEO. Teachers, counselors and school nurse shall have a 30-minute duty free lunch and teachers shall have two scheduled planning periods of at least 40 minutes each per work day. At least one planning period per day must be uninterrupted and cannot be used for meetings.

Teachers shall be required to work in tutoring, activities, or clubs in the School's Extended Day Program (EDP) a minimum of two (2) periods per week, for either one (1) EDP period per day for two days in a week, or two EDP periods one day per week. There are two EDP periods per day from 3:45 p.m. to 4:30 p.m. and from 4:30 p.m. to 5:15 p.m. A teacher who works one EDP period in a day shall be paid \$25. A teacher who works two EDP periods in a day shall be paid \$50.

There may be up to 24 morning meetings (PLC meetings, department meetings, and/or staff meetings that occur before the start of the regular work day) per year which staff shall be required to attend without additional compensation. Employees shall be notified at least one month in advance for each regular morning staff meeting. Employees shall be notified at least one week in advance for other morning meetings (PLC, department, etc.).

The other team meetings (e.g. cluster, department, committees, IEP) shall take place during school hours.

E. Notification of Assignment

Each Employee shall be given written notice of the next year's assignment not later than July 15. Such notice shall specify the grade level and subject area to which the employee will be assigned. The Administration retains the sole managerial prerogative to decide annual assignments, including classroom assignments and additional assignments such as cluster coordinator or department chair, subject to the provisions of Article 10 (Seniority).

F. Work Environment

Young Scholars of Western Pennsylvania Charter School shall be required to provide a safe, healthy, clean, and secure workplace. The employer shall be required to adhere to all safety standards.

G. Student Discipline

Each employee in the bargaining unit shall be provided, on the first day of each work year, with copies of the employer's policies, guidelines, and regulations concerning pupil behavior and attendance and the duties, responsibilities, and relationships of all personnel regarding their enforcement. Young Scholars of Western Pennsylvania Charter School agrees it will adhere to the student handbook or any other disciplinary guidelines for students. Provisions of such policies, guidelines, and regulations notwithstanding, employees may use such reasonable force as is necessary to quell a disturbance, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, or for the protection of persons or property.

H. Medical Services

No member of the bargaining unit except for the school nurse or assistant school nurse shall be required as a regular duty to administer medication to a student or to diagnose any illness, physical disability or injury.

**ARTICLE X**  
**SENIORITY/VACANCIES**

A. Seniority

Seniority means the total length of an Employee's service in the school as a Young Scholars of Western Pennsylvania Charter School employee using the employee's first day of work. Other than FMLA leaves, seniority shall not accrue during unpaid leaves of absence. Part time service for those employees whose initial date of part time employment was prior to January 1, 2019 only, shall count for seniority purposes. Seniority shall be broken only for resignation, retirement, or lawful discharge. Ties between employees in seniority shall be broken by the drawing of lots by a representative of school administration, done in the presence of a representative chosen by the Association.

The Employer shall provide to bargaining unit members through email on or before September 15 of each year, a list reflecting the seniority and certification of each Employee. The Employer shall provide the Association President with an accurate seniority list annually and upon request. Any exception to this list must be filed with the Employer within sixty calendar days of the email transmission. The seniority list shall be amended to reflect subsequent certification changes as they occur.

B. Posting Vacancies

For purposes of this Article, "vacancy" means a full-time or part-time bargaining unit position, which has become available as a result of the retirement, resignation, death, non-renewal or dismissal of a current Employee or as result of the creation of a new position.

Whenever vacancies arise they shall be posted for bid using email.

After the Employer becomes aware of the existence of the vacancy it shall be posted for a period of five (5) calendar days during the summer or winter break if said vacancy arises during one of those breaks or for a period of two (2) school days if said vacancy arises while school is in session. Postings shall contain the minimum qualifications, skill requirements, and job descriptions for the posted positions.

This shall not preclude the school administration from continuing to survey bargaining unit employees regarding their interest to return to school employment or their interest in other duties at the school.

C. Bidding on Vacancies

Employees in the bargaining unit who wish to apply for a vacant position shall submit written application to the CEO within the posting period. Each application shall state the position sought.

D. Awarding Positions

Management shall have the sole and exclusive right to fill positions, including the sole and exclusive right to determine that an internal applicant is not suitable for the position and to consider outside applicants. Management agrees to take into consideration an applicant's seniority as a factor.

E. Involuntary Transfers

The school must provide an employee it intends to involuntarily transfer written notice of the intended transfer by no later than one (1) week before students start classes, explaining the reason for the involuntary transfer and including the specifics of the new assignment. If the school deems it necessary to involuntarily transfer an employee during the school year, it shall provide the employee three (3) school days written notice of the intended transfer including the specifics of the new assignment and an explanation for the involuntary transfer. The school shall allow an employee being involuntarily transferred during the school year two (2) school days to prepare for the new assignment and shall provide coverage for the employee during those two (2) days. This section does not apply to assistant teachers.

F. Reduction in Force

The School retains the managerial prerogative to determine when a reduction in force/furloughs is necessary.

The School shall decide whether assistant teacher positions shall be reduced, and if so, the number of assistant teachers to be furloughed. The school shall not be required to reduce assistant teacher positions as a precondition to the reduction of teaching positions. Assistant teachers shall be furloughed in reverse order of seniority, with the least senior assistant teacher being the first assistant teacher to be furloughed.

When the School determines that a reduction in force/furlough of teachers is necessary, it shall identify the department/service area where the layoffs are to occur. Within the designated department/service area, the layoff of teachers shall be determined based on the following point system which counts both seniority and performance evaluations:

1. After a teacher has completed three (3) years of service with the School, she/he shall be awarded  $\frac{1}{2}$  point for each subsequent year of service completed with the School.

*Example: A teacher who has completed nine (9) years of employment with the School shall be awarded three (3.0) points.  $6$  (beyond 3 years)  $\times \frac{1}{2} = 3.0$*

2. Each teacher shall receive two (2) points for an overall “Needs Improvement” received on an evaluation, four (4) points for an overall “Proficient” received on an evaluation and eight (8) points for an overall “Distinguished” received on an evaluation.

a. Performance Evaluations received by teachers during the two most recent school years shall be averaged to arrive at a point total to be awarded to the teacher. A teacher whose performance evaluation scores decrease from the first year to the more recent year shall have one (1) point deducted from the teacher’s average point total. If a teacher has less than two years of service completed with the Employer, then the averaging of performance evaluations shall be based on existing evaluations completed on the teacher.

*Example: A teacher received the following overall ratings during the two most recent school years: Needs Improvement, Proficient, Proficient and Distinguished. She would be awarded an evaluation score of 4.5 derived as follows:  $2(NI) + 4(P) + 4(P) + 8(D) = 18$ .  $18/4 = 4.5$*

*Example: A teacher who has completed five (5) years of service received the following overall ratings during the two most recent school years: Proficient, Distinguished, Proficient, Proficient. She would be awarded an evaluation score of 5.0 derived as follows:  $4(P) + 8(D) + 4(P) + 4(P) = 20$ .  $20/4 = 5.0$ . However, she would have 1.0 deducted from the average due to the decrease in performance evaluation scores from the first year to the most recent year to give her a total of 4.0 evaluation points. She would also have 1.0 point for her seniority ( $2$  (beyond 3 years)  $\times \frac{1}{2} = 1.0$ ). The teacher’s point total which would be used to determine whether she will be furloughed in the event of a reduction in force in her department would be 5.0 points derived as follows  $4.0$  (evaluation points) +  $1.0$  (seniority points) =  $5.0$  points total.*

*Example: A teacher who has completed one (1) year of service only received two evaluations that can be considered. She received the following overall ratings on those two evaluations: Proficient and Distinguished. She would be awarded an evaluation score of 6.0 derived as follows:  $4(P) + 8(D) = 12$ .  $12/2 = 6.0$ . She would not have any points for her seniority since she has not completed three years of service. The teacher’s point total which would be used to determine whether she would be furloughed in the event of a reduction in force in her department would be 6.0 points derived as follows:  $6.0$  (evaluation points) +  $0.0$  (seniority points) =  $6.0$  points total.*

3. When more than one employee has the same number of points based on the above described point system, seniority shall be used to determine furloughs among employees with the same number of points, with the least senior employee being laid off.



4. Recall from furlough shall be in inverse order of layoff with the most senior qualified furloughed employee recalled first. No new hire shall be made while there is a furloughed employee available and qualified to fill the open position. Employees shall have recall rights for a period not to exceed sixteen (16) months from the effective date of the notice. All recalled Employees must return to work within two (2) weeks of receiving a recall notice. It is the responsibility of the Employee to keep the school informed of any change in address or telephone number. Failure to respond to a recall notice within two (2) weeks of transmittal of that notice shall result in removal from the recall list.

## ARTICLE XI

### WAGES

#### A. Salaries

1. \$43,500 Base salary for Certified Instructional Professionals  
\$42,500 Base Salary for Non-Certified Instructional Professionals  
\$30,000 Base Salary for Assistant Teachers
2. \$2,000 added to base salary for a Masters' Degree in a related field  
\$4,000 added to base salary for a PhD in a related field. This provision does not apply to assistant teachers.
3. \$300 added to base salary of every employee for each year of prior full-year teaching experience up to a maximum of \$2,100 pursuant to the guidelines for acceptable prior full-year teaching experience set forth in Appendix B. This provision does not apply to assistant teachers.
4. \$2,975 added to base salary for any employee who has been employed by the School continuously since January 1, 2019
5. \$2,190 added to base salary of any teacher after four (4) years of service is completed with the School and an additional \$2,190 added to base salary whenever a teacher completes another four (4) years of service. As an example, a teacher who as competed twelve (12) years of service will have \$6,570 added to her base salary. This provision does not apply to assistant teachers.
6. **Salary increases for the July 1, 2020 and July 1, 2021 school years.** A 2.45% raise applied to full salary (base salary + applicable salary additions from subparagraphs 2, 3, 4 and 5 above), to take effect the pay period after the first work day of the 2020-2021 school year. A 2.45% raise applied to full salary (base salary + applicable salary additions from subparagraphs 2, 3, 4 and 5 above), to take effect the pay period after the first work day of the 2021-2022 school year.

B. Red Circled Employees

No employee shall suffer any reduction in salary as a result of the implementation of this Initial Agreement. Any employee currently earning more than her/his salary entitlement pursuant to Paragraph A above, shall maintain her/his current salary and receive any negotiated annual percentage raises.

C. Movement Between Positions

In the event an employee moves from an Assistant Teacher position to a Teacher position, the employee shall be entitled to longevity credit as described above in Paragraph A for prior service completed as an Assistant Teacher.

D. Salaries Payable

Employees in the bargaining unit shall be entitled to the annual salaries as provided for in Paragraph A above. Said salaries are payable as compensation for the work year set forth in this Agreement.

Payment shall be made in accordance with standards set forth in Pay Periods, Article XI, Section E of this agreement.

Salaries due and payable to employees hired after the first workday of the work year shall be pro-rated, i.e., scheduled annual salary divided by the number of workdays times the remaining number of days in the work year. Employees hired before November 30th shall be given credit for a full years employment in terms of the longevity payments set forth in Paragraphs A and C above. Payment shall begin on the first pay date after the first day worked by said employees, provided they begin work at least five (5) days before the next pay date. Employees who begin work after the first workday of the year but whose first day of work is less than five (5) days before the next pay date, shall be paid on the pay date immediately following the next pay date.

Salaries due and payable to employees whose service terminates prior to the last workday of the work year shall be pro-rated, i.e., salary due equals scheduled annual salary, divided by the number of days in the work year, times the number of days worked. Final payment shall be made on the next scheduled pay date following date of termination.

Salaries due and payable to employees who utilize any unpaid leave of absence prior to the last workday of the work year shall be pro-rated, i.e., salary due equals scheduled annual salary, divided by the number of days in the work year, times the number of days worked. Pay adjustments related to unpaid days shall be calculated at the end of the work year and prorated for the remaining pay period over the summer.

E. Pay Periods

The annual salaries set forth in this agreement shall be paid employees in twenty-four equal installments on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. In the event either of these days falls on a weekend or bank holiday, or there is fewer than 30 days in the month, the payment shall be issued on the preceding business day.

F. Reimbursements

1. Professional Development Reimbursement

Each employee shall obtain written approval from the CEO/Principal prior to enrollment in any course for which reimbursement is sought.

Tuition assistance shall be provided only for courses that the employee and administration (CEO) agree in advance are directly relevant to the employee's current job responsibilities or planned career progression. Tuition assistance shall be limited to the costs of tuition and fees at a duly authorized and accredited institution of higher education, up to \$1,500 per course; tuition reimbursement is available to staff/teachers.

Reimbursement of such costs and fees shall be provided upon receipt of evidence of satisfactory completion of coursework with a grade equivalent to B or better; and

Prior to receipt of any tuition assistance, each employee shall be required to agree in writing to repay YSWPCS the full amount of tuition assistance received in the event that the employee resigns or retires from YSWPCS within one year of the date of receipt of the assistance.

A teacher can be reimbursed up to a total of 6 semester credit hours per year. A teacher cannot be reimbursed for more than 2 courses per annum. The School will provide tuition assistance for a maximum of five (5) teachers per year. However, the School may determine to grant tuition assistance to more than five (5) teachers per year if in its sole judgment, budgetary resources exist. The reimbursement per applicant will be based on the order in which applications for tuition reimbursement requests are submitted. The employee and administration must agree in advance that the courses are directly relevant to the employee's current job responsibilities or planned career progression. The deadline to apply for tuition reimbursement is April 1<sup>st</sup> for the following academic year.

Employees eligible for tuition reimbursement will be reimbursed. There will not be any deductions from the tuition reimbursement pay.

If the board of trustees, on the recommendation of the CEO or president of the Board, approves a staff member to attend university/college for certification or a degree program, full tuition will be paid by the school.

## 2. Travel Reimbursement

- a. Travel: Employees are eligible for reimbursement from the school for expenses incurred while in travel status on official business for the school. To be eligible for travel expense reimbursement, travel status must be approved and granted by the Principal/CEO or his or her designee. All requests for travel reimbursement must appear on a form provided by the Principal/CEO or his or her designee for such purpose.

Unless otherwise provided for by the Principal/CEO, all employees traveling on approved business are required to abide by the following guidelines:

- b. Transportation: The most reasonable mode and class of travel -- considering factors such as cost, time efficiency, and convenience -- should be selected by each employee at all times. All such expenses must be listed on a form provided by the Principal/CEO for such purposes.
- c. Lodging: Reasonable charges for lodging while in approved travel status will be paid by the school, subject to the approval of the Principal/CEO. The school also may pay other reasonable related lodging expenses, such as business telephone call charges. An attempt to acquire the most reasonable rates for appropriate lodging-related expenses should be made by such employees, and all such expenses must be listed on a form provided by the Principal/CEO for such purposes.
- d. Business Use of Personal Vehicle: Employees are eligible for reimbursement from the school for business use of their personal vehicle while in travel status on official business for the school. To be eligible for travel expense reimbursement, travel status must be approved and granted by the Principal/CEO or his or her designee. Regular commuting time and mileage is not to be reimbursed. Reimbursement for approved and authorized travel shall be at the IRS and/or state rate as determined by the Principal/CEO. All requests for travel reimbursement must be listed on a form provided for such purpose, unless the Principal/CEO makes an exception.

## 3. Meal Reimbursement

Meals: To be eligible for reimbursement for the cost of meals, an employee must be in approved travel status and is subject to any restrictions established by the Principal/CEO. Employees seeking reimbursement for meal expenses must list on a form provided by the Principal/CEO all reasonable and appropriate expenses.

4. Classroom Supplies

Instructional staff for which a budget is assigned for curriculum expenses may be eligible for reimbursement up to \$50/year for local shopping for classroom supplies paid with their personal funds without prior approval; Any other costs more than \$50/year require prior approval by the Principal or his or her designee. Requested reimbursement for such expenses must be specified in writing to the Principal/CEO or his or her designee. Such requests must list each expense.

The final decision on whether to reimburse an employee for any such expenses is vested with the Principal/CEO or his or her designee.

Local shopping reimbursements will be made only on the last Friday for the month. Reimbursement forms must be submitted to the business office monthly on the last Friday of the month the same as the local shopping date to be able to get reimbursed.

G. Compensation for Additional Work

1. Extended School Year

Employees who work for the school's extended school year program shall be compensated at the rate of \$35 per hour for all work related to the Extended School Year program.

2. English as a Second Language Coordinator

Any Employee who functions as the coordinator for English as a Second Language activities shall be paid at a rate of \$3,000 per year. Payment shall be made in regular increments according to the same schedule as the regular pay schedule.

3. Homebound Instruction

If teachers are assigned homebound instruction, to be performed outside of the normal work day the school shall compensate the teacher at a rate of \$30 per hour, except that homebound instruction that is provided on a Saturday or other day when school is closed shall be compensated at a rate of \$35 per hour.

4. Absorbing Duties of Another Employee

If the Administration assigns a teacher to perform substitute service during the teacher's duty-free planning period, then the School shall, at the employee's option, pay the teacher \$30 per hour for such work or credit the employee with one (1) additional hour of sick leave.

5. Department Chair

Employees who function as a Department Chair in addition to their regular duties shall be entitled to extra annual compensation. The amount paid shall be the sum of \$3,000 dollars. Payment shall be made in regular increments according to the same schedule as the regular pay schedule.

6. Cluster Coordinators

Employees who function as a cluster coordinator, in addition to their regular duties, shall be entitled to the sum of \$3,000 dollars. Payment shall be made in regular increments according to the same schedule as the regular pay schedule.

7. Individualized Educational Programs

Participation beyond the workday and/or work year, or during an employee's duty-free lunch or planning period, in activities involving developing, writing, and administering IEPs, attending IEP meetings, and creating instructional adaptations to comply with IEPs shall be when needed as determined by the Administration, making every effort to accommodate the employee's family commitments or personal appointments. Both the Administration and employees will be responsible for providing advance notice of required participation in IEPs and family commitments or personal appointments. Employees who participate in such programs shall be granted released time from their regular duties to perform these tasks during the workday. Employees who work beyond the workday performing these tasks shall be paid \$25 per hour conditioned upon prior approval by the principal.

8. Induction/Mentor Program

Except for Cluster Coordinators and Department Heads who must perform mentor teacher duties, employees in the bargaining unit who serve as Mentor Teachers shall be entitled to compensation in addition to their regular salaries. The amount paid shall be \$250 for each individual being mentored. Assignment to the mentor teacher duties shall be at the discretion of the Administration. Teachers will utilize preparation periods whenever possible but will be granted release time from regular assignments and/or duties when necessary with the approval of the principal for purposes of planning, counseling, and/or conferencing related to the induction program.

9. Athletic Coaches

Normal coaching activity that occurs during the extended school day (from 3:45 p.m. to 5:15 p.m.) is paid according to Article IX, Paragraph D. If travel is necessary during the school week, then the employee shall be paid an hourly rate of \$25 per hour with a two (2) hour flat rate regardless of the number of hours worked. If travel is necessary during a weekend, then the employee shall be paid an hourly rate of \$30 per hour for actual time

measured from departure from the school to the return to the school, subject to a four (4) hour maximum. Authorized overnight trips shall be compensated at \$200 per day.

10. Translation

No teacher shall be requested to provide translation services outside the workday or during any duty free planning period without prior approval by the principal. Any teacher who performs translation services outside the workday or during their duty free planning period that were approved by the principal shall be compensated at the rate of \$25 per hour for all such translation work performed.

H. Severance Payment

Upon resignation from the School, employees who sign a separation and release agreement, on a form jointly agreed to between the School and the Association, shall be paid \$60 for each unused sick day.

I. Bonus Payment

A pay-for performance bonus will be provided according to this provision if, in the sole determination of the School's Board of Trustees, the School is able to budget for employee bonuses. Employees will be notified of the availability of a bonus on or before November 1<sup>st</sup>.

Teachers are eligible for a pay-for performance bonus annually. A pay-for performance bonus is proportional to the score (0-3), while 3 gets the maximum allocation and 0 is eligible for no bonus, based on the instructional professionals' annual performance measured using PDE's Educator Effectiveness Rubric during the prior year. Annual Performance is evaluated according to the current job description and accomplishments of goals, objectives, and/or special projects and assignment. The pay-for-performance bonus eligibility is composed of 50% classroom observation using Danielson's Framework for Teaching Instrument and 50% students' instructional outcomes based on PDE's Educator Effectiveness Tool.

A pay-for performance bonus will be paid for those teachers whose contract is retained for the following year.

The maximum amount that may be allocated for an eligible employee as a bonus shall be between \$3000 to \$4500 for the 2020-2021 school year; and \$3000 to \$4500 for the 2021-2022 school year according to the budget allocation approved by the Board of Directors at their sole discretion.

If awarded, the first installment of bonuses shall be paid in the month after Future Ready PA Index and PA School Performance Profile are released, or if such information is not available, on or before December 30th. The second installment will be paid in April. If budgeted funds are insufficient to pay the full amount of all bonuses determined according to the bonus eligibility formula, eligible employees shall be paid a pro-rated amount based on the total amount budgeted for bonuses as a percentage of the total amount of bonuses determined according to the bonus eligibility formula.

An employee who is disciplined in writing at any time during the school year shall be ineligible for a bonus.

J. Recruitment Bonus

The School may provide a one-time recruitment bonus for new hires in hard to fill subject areas as determined at the discretion of the Administration, up to a maximum amount of \$2,000.

**ARTICLE XII**  
**BENEFITS**

A. Hospitalization

The employer agrees to provide for each full-time employee and her/his dependents health insurance benefits under the plan currently in place, subject to the same annual deductibles and co-pays currently in place. Employees shall pay the health plan co-pays. The Employer will reimburse employees for the amount of the deductible costs incurred as per the Summary of Benefits and Coverage in Appendix C.

The open enrollment period for employees shall be August 1 – August 31 of each year. Changes to insurance coverage can be made during the open enrollment period, during the first thirty (30) days of employment, or within thirty (30) days of a qualifying event (a change in a marital, dependent, or work status of the employee or the employee's spouse) occurring anytime during the year.

B. Dental

The School shall provide dental benefits as are currently provided to School employees and their dependents. The employees are responsible for annual deductible costs and employee co-payment for elected dental insurance coverage as per the Dental Benefits Summary in Appendix C.



C. Vision

The School shall provide vision benefits as are currently provided to School employees and their dependents. The employees are responsible for annual deductible costs and employee co-payment for elected vision insurance coverage as per the Vision Summary of Benefits in Appendix C.

D. Employee Contributions to Health, Dental & Vision Care Insurance

All full-time employees shall make monthly contributions towards the cost of their health, dental and vision insurance premiums according to the following table:

Monthly Employee Contribution for Health, Dental & Vision Premiums

	2020-2021	2021-2022
Individual	\$33	\$43
Employee & Child	\$55	\$65
Employee & Spouse	\$70	\$80
Family	\$75	\$85

Employees shall have one-half of the monthly health insurance premium cost contribution withheld from each bi-monthly pay.

E. Payment in Lieu of Benefits

The payment-in-lieu of health and dental insurance program is available to full-time employees who are not on a reduced workweek or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the School.

Enrollment in the payment-in-lieu of medical and dental insurance program can only be done during the first thirty (30) days of employment, during the annual open enrollment period, or within thirty (30) days of a qualifying event (a change in marital, dependent or work status of the employee or the employee's spouse) occurring anytime during the year. Employees who miss the thirty (30) day time limit after a qualifying event must wait until the next open enrollment period to enroll in the payment-in-lieu of insurance program. Enrollment in the payment-in-lieu of insurance program may be canceled by the employee only during the annual open enrollment period unless the employee loses alternate group coverage.

Employees who qualify for and participate in the payment-in-lieu of medical and dental insurance program may waive the benefits provided by the School and will, instead, receive on a prorated basis, a sum equal to the schedule below:

Health Insurance Waiver:		
Type of Coverage	Medical including Vision and Dental / Month	Total/Annual
EE Only	160	1,920
EE + Child	300	3,600
EE + Children	300	3,600
EE + SPOUSE	340	4,080
EE + SP + DEPS	400	4,800

F. Change in Health Plans

The School shall have the right to change the health, dental and/or vision plan to a plan that is equivalent to the existing plan subject to the provisions of this section of the Contract. An equivalent health care plan shall be defined as a plan that does not result in any loss of coverage for any employee and does not result in an increase in co-pays for any employee of more than ten dollars (\$10). An equivalent dental or vision plan shall be defined as a plan that does not result in any loss of coverage for any employee and does not result in any increase in deductibles or an increase in co-pays for any employee of more than ten dollars (\$10).

In order to change plans, the School must give the Association written notice no later than sixty (60) days prior to the proposed plan change, and must also seek the Association's approval of such plan change. If the parties do not agree to the proposed plan change, then, no later than fifty (50) days prior to the proposed change, the parties will jointly request an expedited arbitration hearing to be held no later than thirty (30) days prior to the proposed change in plans. The arbitrator shall render a decision within fifteen (15) days of the hearing, determining whether or not the proposed plan is equivalent as defined in this section of the Contract. If the arbitrator determines the proposed plan is equivalent to the existing plan, the School may proceed with the transition to the new plan.

G. Life Insurance

The Employer shall make available a group life insurance plan for all members of the bargaining unit. Employees shall be responsible for the full cost of premiums for maintaining their life insurance.

H. Disability Insurance

The Employer shall make available a group long-term disability insurance plan for all members of the bargaining unit. Employees shall be responsible for the full cost of premiums for maintaining their long-term disability insurance

I. Retirement

1. Only those employees who are currently enrolled in the Public School Employees' Retirement System's defined benefit pension plan shall continue to be maintained in the same plan.
2. 403(B) Retirement Savings Plan
  - a. The Employer shall maintain its current 403(b) tax-advantaged retirement savings plan (Plan) for all employees.
  - b. The provisions of this Section are intended as an outline only, with the benefits described subject to the detailed terms and conditions of the Plan document, as well as to any applicable governing law.
  - c. Employees are eligible to participate in the Plan as of their first day of active employment as permanent non-probationary employees.
  - d. Employees may start, stop, or change payroll deductions at any time using the methods set forth by the Plan document.
  - e. Employees are eligible to receive an Employer contribution of \$1.00 for every pretax \$1.00 they contribute, up to 6.0% of their eligible annual earnings, subject to the current plan's requirement of a minimum employee contribution of 5% of their eligible annual earnings.
  - f. The matching Employer contribution will be distributed to the investment funds the employee has designated their regular savings to at the time of the Employer contribution.

**ARTICLE XIII**

**LEAVES**

A. Reserved Rights

Upon expiration of leave, Employees shall be returned to the same or substantially equivalent position to which they were assigned prior to having taken leave.

B. Leave Accounting

Each Employee shall be given an accounting of their accrued leave at the start of each trimester. Any Employee challenging the reported leave days must do so within thirty (30) days of the report.

C. Sick Leave

Unless otherwise provided for, or as approved by the Principal/CEO, Sick Leave for regular full-time employees shall be accrued as follows:

1. Each full-time employee is granted 9 days of sick leave on September 1 of each year.
2. Employees hired after September 1 in any given year are granted immediately upon the first day of employment a pro rata portion of the 9 days of sick leave for that school year.
3. Unused sick leave may, at the employee's option, be rolled-over from year to year up to a total of 30 days. Unused sick leave for continuing full-time employees will be paid out at a substitute rate at the end of August of the following year if: (1) the employee chooses not to roll over some or all of his or her unused sick leave, or; (2) the employee has reached the maximum accumulation of 30 days of sick leave.
4. Sick Leave is to be used only in the event of illness of the employee, or of the employee's immediate family, and for no other purpose. Misuse of Sick Leave may be cause for discipline, including termination of employment. The School reserves the right to request verification from a physician for the use of sick leave that is three consecutive work days or longer or if the School reasonably suspects the person is misusing sick leave. For the purposes of this section, "immediate family" is defined as a spouse, child, sibling, parent, grandparent, any other relative permanently residing with the employee, or any other person as defined by the Principal/CEO.
5. Notice of absence from work due to illness should be provided to the Principal/CEO or their designee by 6:00 am on the day of illness, if possible, or as soon thereafter as is reasonable.
6. When possible, such as in the event of foreseeable extended illnesses and planned medical procedures, advance notice of the use of Sick Leave should be given to the Principal/CEO or his or her designee.
7. Notice of total sick leave used should be provided to the Principal/CEO or his or her designee upon an employee's return to work.
8. Sick leave may be used in increments of two hours.

## D. Family Medical Leave

### 1. Eligibility

All employees who have been employed for at least 12 months by YSWPCS and have worked at least 1,250 hours for YSWPCS over the 12-month period prior to the date the leave is scheduled to begin are eligible for FMLA leave.

### 2. Definitions

*Child* – biological, adopted, or foster child, a stepchild, or a legal ward, or a child of a person standing in *loco parentis*, who is under 18 or is over 18 but is incapable of self-care because of a physical or mental disability.

*Serious health condition (non-military)* – an illness, injury, impairment or physical or mental condition involving (1) inpatient care in a hospital, hospice or residential medical care facility; OR (2) continuing treatment by a health care provider.

*Serious health condition (military)* – an injury or illness incurred in the line of active duty rendering a servicemember medically unfit to perform the duties of his/her office, grade, rank, or rating.

*Spouse* – husband or wife or as recognized under state law.

### 3. Entitlement

*General.* Eligible employees will be entitled to twelve (12) work weeks of unpaid leave of absence during a 12-month period (as defined below) for one or more of the following reasons:

- a. Birth of child, including care for the child;
- b. Placement of a child for adoption or foster care;
- c. Care for the spouse, child, or parent, if such person has a serious health condition;
- d. Serious health condition of eligible employee rendering employee unable to perform the functions of his/her position; or
- e. Any qualifying exigency due to spouse, child or parent of eligible employee being on active duty (or having been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

*Military.* A total of 26 workweeks of leave during a single 12-month period is available to an eligible employee (spouse, son, daughter, parent or next of kin of a servicemember) to care for a covered servicemember who, due to a serious injury or illness related to active duty is

- a. undergoing medical treatment, recuperation or therapy; OR
- b. otherwise in outpatient status or on the temporary disability retired list.

4. Limitations

*Generally.* Leave for the birth or placement of a child expires at the end of the 12-month period beginning at the date of birth or placement of the child.

An employee who, in a single 12-month period, qualifies to take leave for the birth or placement of a child AND qualifies to take leave for care of a covered servicemember is entitled to a combined total of 26 workweeks of leave in that single 12-month period.

*Couples.* If spouses are employed by YSWPCS and are entitled to take leave for care for a sick parent, then the combined workweeks of leave for the couple is limited to 12 workweeks during any 12-month period. Leave entitlement is not combined for the birth of a child, placement of a child, or serious health condition.

*Couples – Service-related.* If a married couple are employed by YSWPCS and are entitled to servicemember family leave (or a combination of servicemember family leave and leave due to the birth or placement of a child or leave to care for a sick parent) then the combined number of workweeks of leave for the couple is limited to 26 workweeks during the single 12-month period. Additionally, if the leave request is a combination of servicemember family leave and leave due to the birth or placement of a child or leave to care for a sick parent, then the portion of leave to which the couple is entitled related to the birth or placement of a child or leave to care for a sick parent is limited to a combined total of 12 workweeks during any 12-month period.

*Instructional employees.* Instructional employees who begin leave more than five (5) weeks before the end of the academic term may be required to take leave until the end of the academic term if the leave is at least three (3) weeks long and the employee's return to employment would occur during the last three (3) weeks before the end of the academic term.

Instructional employees who begin leave during the five (5) week period before the end of the academic term may be required to take leave until the end of the end of the academic term if the leave is more than two (2) weeks long and the employees return to employment would occur during the last two (2) weeks before the end of the academic term.

Instructional employees who begin leave during the three (3) week period before the end of the academic term may be required to take leave until the end of the academic term if the leave is more than five (5) working days.

5. Request

*Notice.* At least 30 days before leave is to begin an employee must request leave by providing a written request to Principal including specific and sufficient information about the reasons for leave. An email directed to Principal is sufficient as a written request. If due to the circumstances of the situation the employee is unable to provide 30 days' notice, then he/she must provide as much notice as is practicable. "Practicable" ordinarily means at least within one (1) or two (2) business days of when the employee learns of the need for the leave.

If the leave was foreseeable and the employee fails to give timely advance notice, YSWPCS may delay the designation of leave as FMLA leave until 30 days after the date the employee gives notice. Leave taken during that 30 day waiting period may be designated by YSWPCS as non-FMLA leave.

If an employee requires leave due to active duty (or due to notification of impending call or order to active duty in support of a contingency operation) of a family member, the employee shall provide reasonable and practicable notice to YSWPCS.

*Certification.* An employee will be required to provide information from his/her health care provider or (as applicable) a family member's healthcare provider certifying the need for leave. YSWPCS, after receiving permission from the employee, may have a health care provider of its choice contact the employee's health care provider for clarification or authentication of any medical certification submitted by the employee.

YSWPCS, at its expense, may require the opinion of a second health care provider selected by YSWPCS to determine the validity of any initial health care provider certification provided by an employee. If the second opinion differs from the original certification, YSWPCS may require a third opinion, again at its expense, from a health care provider who is approved jointly by YSWPCS and by the employee. If a third opinion is obtained, it will be deemed final and binding on YSWPCS and on the employee.

Request for leave related to active or call to active duty must be supported by certification from the employee.

Request for leave related to the serious injury or illness of a covered service member must be supported by a certification from the employee and from the United States Department of Defense.

YSWPCS may also require (on a reasonable basis) recertifications of the need for leave.

Failure by the employee to submit the proper certification within fifteen (15) calendar days after the request is made by YSWPCS may cause leave to be denied, delayed or revoked.

*12 month period.* The 12-month period listed to calculate leave entitlement is calculated on a rolling basis by counting backwards from the date an employee requests a leave.

FMLA leave begins on the first day off for a qualifying FMLA event. An employee's time off, however, will not be measured for purposes of pro rating benefits, such as payment of health insurance premiums, or earned time off, until the employee has been off work for three (3) or more weeks. After the employee has been off work for three (3) weeks, YSWPCS will send the employee a formal Change of Status Form regarding the employee's leave and regarding the employee's benefits during his/her FMLA leave.

6. Approval

If FMLA leave is approved, YSWPCS will provide the employee a Designation Notice confirming the status of employee's request for FMLA leave and a Notice of Eligibility and Rights & Responsibilities Form.

7. Other Available Time Off

YSWPCS requires all employees to use any earned paid vacation, personal days or other earned and unused paid time off (including sick days) as FMLA leave for leave related to their own serious health condition. Except, an employee with a work-related serious health condition will not be required to substitute or use any paid time in place of FMLA leave. In such circumstances, the employees FMLA leave will run concurrently with the workers' compensation absence.

YSWPCS requires all employees to use any earned paid vacation, personal days or other earned and unused paid time off as FMLA leave for

- a. birth or placement of a child;
- b. care for a spouse, child or parent with a serious medical condition;
- c. qualifying exigency due to spouse, child or parent being on active duty (or having been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; OR
- d. care for a covered servicemember.

Nothing in this policy requires YSWPCS to approve paid sick days in any situation in which YSWPCS would not normally approve paid sick days.



Paid time off runs concurrent with FMLA leave. After paid time off is exhausted, remaining FMLA leave is unpaid.

8. Intermittent Leave

Leave may be taken intermittently or on a reduced leave schedule (a decrease in the number of hours per work week or hours per workday of an employee) only when medically necessary, in relation to a serious health condition of the employee or the employee's spouse, child or parent. Intermittent/reduced schedule leave is also available when medically necessary to care for a covered servicemember who has a serious injury or illness. If appropriate, intermittent leave/reduced schedule leave may be approved in situations involving active duty or call to active duty.

When intermittent or reduced schedule leave is granted based upon foreseeable planned medical treatment, YSWPCS has the right to transfer the employee temporarily to an available alternative position with equivalent pay and benefits that better accommodates recurring periods of leave. In the alternative, YSWPCS may alter the employee's job during the period that the intermittent or reduced schedule leave is needed. When scheduling medical treatments, an employee must make a reasonable effort to schedule treatments so as not to unduly disrupt the operations of YSWPCS.

Intermittent or reduced schedule leave must be taken in increments of at least two (2) hours.

Intermittent or reduced schedule leave is not available for the birth of a child, to care for a child after birth or due to the placement of a child with the employee for adoption or foster care.

*Instructional employees.* For employees principally employed in an instructional capacity, if the need for leave is foreseeable based upon planned medical treatment (for employee, spouse, child or parent; covered servicemember; or, if appropriate, related to active duty or call to active duty) and the employee would be on leave for more than 20 percent of the total number of working days in the period during which the leave would extend, then YSWPCS may require that the employee elect either to

- a. take leave for periods of a particular duration (but no longer than the duration of the planned medical treatment); OR
- b. transfer temporarily to an available alternative position offered by YSWPCS for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

9. Return to Work

YSWPCS may request that the employee on leave report on a periodic basis on the status and intention of the employee to return to work.

Upon timely return from FMLA leave, the employee will be returned to his/her prior position or an equivalent position with equivalent benefits, pay and other terms and conditions of employment subject to the following conditions:

- a. An employee on leave for his/her own serious health condition is required to submit a certification from his/her health care provider certifying that the employee is able to resume his/her position and that the serious health condition that was the reason for the FMLA leave does not prevent the employee from performing the essential functions of the position. YSWPCS, with the employee's permission, may have its health care provider contact the employee's health care provider for clarification or authentication of the medical certification submitted to establish the employee's fitness to return to work.
- b. YSWPCS is not obligated to reinstate an employee to his/her position if the employee's position was eliminated during his/her leave of absence. However, the employee would be entitled to return to a position she/he would be entitled to hold under the provisions of the Reduction in Force/Recall section of this Agreement.
- c. Restoration to an equivalent employment position will be made on the basis of established YSWPCS policies and practices.

If an employee fails to return after the expiration of FMLA leave, YSWPCS has no obligation to continue paying health benefits premiums on behalf of the employee and has no obligation to restore the employee to his/her job or an equivalent position. Such failure to return to work shall be considered as a voluntary resignation, unless the employee requests and receives an extension.

10. Other Matters

*Benefits – General.* Employees do not accrue any additional benefits or earned time off during periods of unpaid FMLA leave. With respect to pension and/or other retirement plans, any period of FMLA leave shall not be treated as or counted toward a break in service for purposes of vesting and eligibility to participate.

*Benefits – Healthcare.* During FMLA leave, YSWPCS will maintain an employee's group health plan coverage on the same terms and conditions as if the employee continued to work. This means that YSWPCS will continue to pay its normal portion of premiums for the employee on FMLA leave at the same level and the same conditions as if the employee were actively employed during leave. Likewise, any share of the group health

plan premiums that had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave. During paid leave, the employee's premiums will be paid in the usual way, by payroll deduction. During unpaid FMLA leave, the employee will be required to make payments of her/his share of the premium to YSWPCS on the first day of each month. If any co-payment is more than thirty (30) days past due, the employee's health care coverage will be terminated for the duration of the leave period, after fifteen (15) days' notice to the employee of default.

11. Leave Extension

If an employee on FMLA leave for his/her serious health condition is unable to return after having exhausted his/her 12 week FMLA, YSWPCS may grant extensions under the following conditions:

- a. Leave will be medical leave, not FMLA leave.
- b. Leave may be extended only by the approval of the Principal/CEO.
- c. No more than one month in addition to the 12 -week period of leave will be granted unless approved, at the sole discretion of the CEO.
- d. Employees seeking a leave extension must follow the procedures for requesting leave outlined above.
- e. Employees will also be required to obtain certification for any extension requested.

Any extension granted under this section will be non-FMLA leave and will be without pay and without benefits, but will guarantee the employee the right to return to active employment. After the final approved extension has expired, if the employee is unable to return to work, his/her employment will be terminated.

All approved non-FMLA extensions of leaves are without accrual of group health insurance benefits. Employees will be notified in writing prior to the termination of the group health insurance plan, and employees will receive notice of COBRA rights, if any.

*Health insurance premium recovery.* YSWPCS may recover the health insurance premiums that it paid on behalf of the employee during the leave if the employee fails to return after FMLA leave, unless the employee fails to return to work because of the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member, which would otherwise have qualified for FMLA leave, or where the employee is unable to return to work for other limited reasons beyond his/her control. YSWPCS will require any employee who claims the continuation, recurrence or onset of a serious health condition to provide certification of by a health care provider within thirty (30) days of request by YSWPCS.

E. Sick Day Donation

When a bargaining unit member is absent due to a catastrophic or long-term illness or disability and has exhausted all of his/her sick and personal leave, the Association may upon written request from the member, request other bargaining unit members offer the donation of sick days. The donation of sick days shall be confidential and on a non-precedential, case-by-case basis. The provisions of this sick day donation shall not be subject to the arbitration or grievance procedures. The donation of sick days shall be limited so that it does not extend a person's leave beyond the limits of FMLA leave.

F. Parental/Maternity Leave

1. Eligibility: To be eligible for paid parental/maternity leave in connection with the birth of a child or to care for a newborn child, the employee must have worked a minimum of one consecutive year with the School.
2. Except in the case of an emergency, at least sixty (60) days prior to the intended date of commencement of leave, the employee shall submit a written application for parental/maternity leave, including a statement of the intended dates of commencement of leave and return to service.
3. In the case of maternity leave, prior to her return to service, the employee may be required to submit a physician's certificate of fitness.
4. Employees using parental leave must use all unused sick and personal days, with the School providing an additional four (4) weeks paid leave which shall be paid as four (4) weeks of salary during the leave period, under the normal pay schedule, following the exhaustion of other paid leave.
5. All other benefits will be in accordance with the FMLA leave provisions.

G. Personal Leave

Unless otherwise provided for or as approved by the Principal/CEO, Personal Leave for full-time employees shall be accrued as follows: each employee is granted 3 days of Personal Leave on the first work day of each year to be available for use over the following 12 months.

Employees hired after the first work day in any given year are granted a pro rata portion of the 3 days of Personal Leave for that 12-month period immediately upon the first day of employment.

Unused Personal Leave days may not be rolled-over from year to year. Unused personal leave days for full-time employees who will be continuing into the next year will be paid out at the end of August at the greater of \$120 or the substitute rate.

Employees shall make every reasonable attempt to use Personal Leave only when the use of such leave would not cause undue interference with classroom instruction.

Personal Leave may be used in increments of two hours.

Employees shall give 2 days' prior notice to use personal leave except in emergency circumstances where notice cannot be provided.

H. Bereavement Leave

Employees will be granted three (3) days paid time off for each death in the immediate family (spouse, significant other, child, child-in-law, step-child, parent, step-parent, grandparent, grandchild, parent-in-law, sibling, sibling-in-law, or step-sibling). Employees experiencing extenuating circumstances may be granted additional time off without pay.

One day of paid time off will be granted to employees for each death of other close relatives (aunt, uncle, cousin, niece, nephew).

Employees may be asked to produce proof (such as an obituary) to establish the need for bereavement leave.

I. Jury Duty Leave

Full-time employees who are called to serve on a jury panel will be eligible to receive regular payment for the first five (5) days of jury duty. Thereafter, for the extent of the jury duty, employees will be granted unpaid leave.

Subject to the approval of the Principal/CEO or his or her designee, an employee may request the use of accrued leave of any type instead of, or in combination with, the leave provisions noted in this section.

Any employee called to jury duty should present to the Principal/CEO a copy of his or her jury duty papers as soon as they are received. Leave arrangements may be made as soon as possible thereafter.

J. Military Leave

Employees in the bargaining unit shall be granted leave to render regular or reserve military service as otherwise required by state and federal law.

**ARTICLE XIV**  
**DISTRIBUTION OF AGREEMENT**

The employer shall be responsible for providing all current employees an electronic copy of this Agreement within thirty days after the agreement is signed.

**ARTICLE XV**  
**SEVERABILITY**

Should any provision of this Agreement be declared by a court of competent and final jurisdiction to be unlawful, invalid, or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

The School recognizes that as to matters which are terms and conditions of employment, as opposed to issues which are a matter of policy or managerial prerogative, the collective bargaining process can limit the scope of management's power and discretion. Only where such power/discretion has been explicitly limited by the terms of this Agreement, management may not unilaterally modify such terms. Nothing in this Agreement is to be read or interpreted to limit management's ability to make and remake policy, or to limit its exercise of its prerogative in those areas designated by law as falling into the category of managerial prerogative.

**ARTICLE XVII**  
**NO STRIKE / NO LOCKOUT**

The Association shall not engage in a strike, which shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence, in whole or in part, from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment during the Term of this Agreement. The Association shall not promote, organize, support or authorize any strike or other concerted activity prohibited by this provision during the Term of this Agreement, and shall use its best efforts to prevent employees from engaging in such prohibited activities.

The school shall not conduct or cause to be conducted a lockout, which shall mean the cessation of furnishing work to employees or withholding of work for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment during the Term of this Agreement. The school shall not promote, organize, support or authorize any lockout prohibited by this provision

during the Term of this Agreement, and shall use its best efforts to avoid a lockout during the Term of this Agreement.

**ARTICLE XVIII**  
**MANDATED TRAINING**

Employees who are mandated by the School to receive professional training when scheduled on a Saturday or outside of the contract work year will be compensated on a day-to-day basis at \$150.00 per day for training that is six (6) hours or less. For any training that exceeds six (6) hours, Employees will be compensated at \$200.00 per day. Trainings will be limited to eight (8) hours. The School shall pay all costs associated with the mandated training. The School will give reasonable advanced notice of the date of the scheduled mandated training. No employee will be disciplined for being unable to attend training outside of the regular work day or work year unless it is mandated by the school for a specific employee for a specific purpose.

**ARTICLE XIX**  
**DURATION OF AGREEMENT**

This agreement shall take effect at 12:01 A.M. August 19, 2020 and shall remain in full force and effect through 12:00 midnight of June 30, 2022, unless otherwise explicitly agreed.

This Agreement shall terminate in the event that the School's Charter is revoked or not renewed prior to the end of the Term. The School's Charter shall be deemed revoked or not renewed whenever there is a final decision on the School's Charter, and the School ceases operations as a result

In witness whereof, the Association has caused this agreement to be signed by its duly authorized representatives and the employer has caused this agreement to be signed and attested by its duly authorized representatives, all on this \_\_\_ day of \_\_\_\_\_, 2020.

**YOUNG SCHOLARS OF WESTERN  
PA EDUCATION ASSOCIATION**

**YOUNG SCHOLARS OF WESTERN  
PA CHARTER SCHOOL**

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**APPENDIX A**  
**GRIEVANCE FORM**

GRIEVANCE NUMBER: \_\_\_\_\_

Individual \_\_\_\_\_ Class Action \_\_\_\_\_ (Start at Level Two)

Filing Date: \_\_\_\_\_

Grievant Name(s): \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Article and Section of Contract Involved: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Nature of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Grievant/Association Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Level One Date: \_\_\_\_\_

Principal's Name: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant/Association Reply: ACCEPTABLE \_\_\_\_\_ APPEAL \_\_\_\_\_

Grievant/Association Signature: \_\_\_\_\_ Date: \_\_\_\_\_



APPEAL TO LEVEL TWO

Level Two Conference Date: \_\_\_\_\_

CEO Name: \_\_\_\_\_

Response: \_\_\_\_\_

CEO Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant/Association Reply: ACCEPTABLE \_\_\_\_\_ APPEAL \_\_\_\_\_

Grievant/Association Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPEAL TO LEVEL THREE - ARBITRATION

Date Note of Appeal Provided to Employer: \_\_\_\_\_

By: \_\_\_\_\_

## **APPENDIX B**

### **ACCEPTABLE PRIOR TEACHING EXPERIENCE**

- A. To receive prior teaching experience credit (for teaching experience gained prior to employment with the Young Scholars of Western Pennsylvania Charter School), the applicant must provide an official description of the professional duties for which he or she wishes to receive the credit. These duties must have been connected to the primary educational program through teaching, education administration, curriculum development, or teacher training. Employment must meet the requirements for full-time employment as stated below.
- B. For an individual to receive experience credit, he or she must verify full-time employment in one of the following educational positions:
1. A professional position in a public school, private school, parochial school, charter school, or college/university.
  2. A position as a teacher's aide, provided the applicant had an earned undergraduate degree during the period of employment.
  3. A professional education or training position in a privately funded education program for school- aged or adult populations.
  4. A professional education position in a city, county, state, or federal educational system that supports the primary education program for a school-aged or adult population.
  5. Full-time satisfactory teaching experience as a lead teacher will be accepted for teachers.
  6. Satisfactory Experience as a full-time counselor in a school or as a counselor in a public or private youth agency is acceptable for prior experience credit for school counselors.
  7. Part-time and shared time teaching, student teaching, or serving as a teacher's assistant, teacher's aide, per diem substitute, or other similar positions will not be accepted for prior experience credit.
  8. Satisfactory experience will only be counted if it is after the awarding of a bachelor's degree. Experience prior to a bachelor's degree will not be credited.
  9. Credit will be given for up to a maximum of seven years of prior experience credit.
  10. Verification received within 60 days of appointment will be retroactive to the date of appointment. Experience received after 60 days will not be retroactive.
  11. Placement on a higher salary scale than bachelors requires an official sealed transcript and Diploma.
  12. We do not accept degrees or courses that are not related to the area of teaching (e.g.: law, religion, real estate, or medicine)
  13. Foreign degrees must be evaluated for U.S. equivalency before consideration.

## APPENDIX C

### SUMMARY OF BENEFITS AND COVERAGE

**Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services**      **Coverage Period: 09/01/2020-08/31/2021**  
**EPO \$3,500/\$3,500 - Premium Network - UPMC Health Plan**      **Coverage for: All coverage levels | Plan Type: EPO**

<b>Important Questions</b>	<b>Answers</b>	<b>Why This Matters:</b>
<p><b>⚠ The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-888-876-2756 or visit us at <a href="http://www.upmchealthplan.com">www.upmchealthplan.com</a>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <a href="http://www.ccio.cms.gov">www.ccio.cms.gov</a> or call 1-888-876-2756 to request a copy.</b></p>		
<b>What is the overall deductible?</b>	Policy period deductible Participating Provider: <b>\$3,500 Person / \$3,500 Family</b>	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
<b>Are there services covered before you meet your deductible?</b>	Yes. Deductible does not apply to Preventive Care.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment (copay) or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at <a href="http://healthcare.gov/coverage/preventive-care-benefits/">healthcare.gov/coverage/preventive-care-benefits/</a> .
<b>Are there other deductibles for specific services?</b>	No.	You don't have to meet deductibles for specific services.
<b>What is the out-of-pocket limit for this plan?</b>	Participating Provider: <b>\$8,150 Person/ \$16,300 Family</b>	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
<b>What is not included in the out-of-pocket limit?</b>	Premium, balance-billed charges (unless balanced billing is prohibited), and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
<b>Will you pay less if you use a network provider?</b>	Yes. See <a href="http://www.upmchealthplan.com">www.upmchealthplan.com</a> or call 1-888-876-2756 for a list of in-network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
<b>Do you need a referral to see a specialist?</b>	No.	You can see the specialist you choose without a referral.

**!** All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copayment</u> per visit	Not covered	None
	Specialist visit	\$60 <u>copayment</u> per visit	Not covered	None
	Preventive care/screening/immunization	No cost	Not covered	Please see your Schedule of Benefits for details. You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No cost	Not covered	Certain Diagnostic Services may have additional cost sharing. Please see your Schedule of Benefits for details.
	Imaging (CT/PET scans, MRIs)	No cost	Not covered	None
	Generic drugs	\$15 <u>copayment</u> per prescription (Retail), \$30 <u>copayment</u> per prescription (Mail order)	Not covered	None
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.upmchealthplan.com">www.upmchealthplan.com</a>	Preferred brand drugs	\$40 <u>copayment</u> per prescription (Retail), \$80 <u>copayment</u> per prescription (Mail order)	Not covered	None
	Non-preferred brand drugs	\$80 <u>copayment</u> per prescription (Retail), \$160 <u>copayment</u> per prescription (Mail order)	Not covered	None
	Specialty drugs	\$95 <u>copayment</u> per prescription	Not covered	Please see your Prescription Medication Rider for details.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No cost	Not covered	None
	Physician/ surgeon fees	No cost	Not covered	None
If you need immediate medical attention	Emergency room care	\$150 <u>copayment</u> per visit	\$150 <u>copayment</u> per visit	<u>Copayment</u> waived if admitted.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
If you have a hospital stay	<u>Emergency medical transportation</u>	No cost	No cost	None
	<u>Urgent care</u>	\$75 <u>copayment per visit</u>	Not covered	None
	Facility fee (e.g., hospital room)	No cost	Not covered	Preauthorization may be required. If preauthorization is not obtained, benefits could be denied.
If you need mental health, behavioral health, or substance abuse services	Physician/ surgeon fees	No cost	Not covered	None
	Outpatient services	\$30 <u>copayment per visit</u>	Not covered	None
	Inpatient services	No cost	Not covered	Preauthorization may be required. If preauthorization is not obtained, benefits could be denied.
If you are pregnant	Office visits	\$30 <u>copayment per visit</u>	Not covered	Depending on the type of services, other cost shares may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). Office visit cost share applies to first visit only.
	Childbirth/delivery professional services	No cost	Not covered	Covered up to 60 days per Benefit Period.
	Childbirth/delivery facility services	No cost	Not covered	Physical and Occupational Therapies: Covered up to 30 visits per Benefit Period for both therapies combined
	Home health care	No cost	Not covered	Speech Therapy: Covered up to 30 visits per Benefit Period.
If you need help recovering or have other special health needs	<u>Rehabilitation services</u>	\$30 <u>copayment per visit</u>	Not covered	Physical and Occupational Therapies: Covered up to 30 visits per Benefit Period for both therapies combined
	<u>Habilitation services</u>	\$30 <u>copayment per visit</u>	Not covered	Speech Therapy: Covered up to 30 visits per Benefit Period.
	<u>Skilled nursing care</u>	No cost	Not covered	Physical and Occupational Therapies: Covered up to 30 visits per Benefit Period for both therapies combined
				Covered up to 120 days per Benefit Period. Preauthorization may be required. If preauthorization is not obtained, benefits could be denied.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	
<b>If your child needs dental or eye care</b>	Durable medical equipment	No cost	Not covered	None
	Hospice services	No cost	Not covered	None
	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine eye care (Adult)
- Weight loss programs

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture only covered for specific diagnosis
- Bariatric surgery subject to medical review
- Chiropractic care covered with limitations
- Private-duty nursing subject to medical review
- Routine foot care only covered for specific diagnosis

**Your Rights to Continue Coverage:** There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: 1-877-881-6388 for the state insurance department, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or the insurer at 1-888-876-2756. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: your plan at 1-888-876-2756 or Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program can help you file your appeal. Contact 1-877-881-6388.

Does this plan provide Minimum Essential Coverage? **Yes.**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? **Yes.**

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-888-876-2756.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-876-2756.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-888-876-2756.

Navajo (Dine): Dine'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-876-2756.

\_\_\_\_\_ To see examples of how this plan might cover costs for a sample medical situation, see the next section. \_\_\_\_\_

**About these Coverage Examples:**



**This is not a cost estimator.** Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$3,500
- **Specialist** \$60
- **Hospital (facility)** \$0
- **Other coinsurance** 0%

**This EXAMPLE event includes services like:**

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

**Total Example Cost** \$12,940

**In this example, Peg would pay:**

Cost Sharing	
Deductibles	\$3,500
Copayments	\$120
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$3,680</b>

**Managing Joe's type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$3,500
- **Specialist** \$60
- **Hospital (facility)** \$0
- **Other coinsurance** 0%

**This EXAMPLE event includes services like:**

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

**Total Example Cost** \$7,460

**In this example, Joe would pay:**

Cost Sharing	
Deductibles	\$130
Copayments	\$2,710
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Joe would pay is</b>	<b>\$2,900</b>

**Mia's Simple Fracture**

(in-network emergency room visit and followup care)

- **The plan's overall deductible** \$3,500
- **Specialist** \$60
- **Hospital (facility)** \$0
- **Other coinsurance** 0%

**This EXAMPLE event includes services like:**

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

**Total Example Cost** \$2,010

**In this example, Mia would pay:**

Cost Sharing	
Deductibles	\$860
Copayments	\$750
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,610</b>



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Complaints and Grievances  
PO Box 2939  
Pittsburgh, PA 15230-2939

Phone: 1-844-755-5611 (TTY: 711)

Fax: 1-412-454-5964

Email: [HealthPlanCompliance@upmc.edu](mailto:HealthPlanCompliance@upmc.edu)

You can 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, DC 20201, 1-800-368-1019. TTY/TDD users should call 1-800-537-7697.

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सुचना: જો તમે ગુજરાતી બોલતા હો, તો બિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-866-420-9589 (TTY: 711).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-866-420-9589 (TTY: 711).

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પ્રયત્ન: પાલેસીયન ક્રેયોલ અથવા ક્રેયોલ અથવા અન્ય ભાષાઓના સહાયક સેવાઓ સુધી તમને મફત સહાય ઉપલબ્ધ છે. ફોન કરો 1-866-420-9589 (TTY: 711)†

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-866-420-9589 (TTY: 711).

# UPMC Vision Care

Administered by National Vision Administrators (NVA)

## Elite Plus with Copay

	In-Network <sup>1</sup>	Out-of-Network <sup>2</sup>	Frequency	
			Employee/ Spouse/Adult Dependents	Children Through Age 18
<b>Benefit</b>				
Copayment (applies to vision exam)	\$15			
Examination (less copayment)	100%	\$30	12 months	12 months
<b>Lenses (for glasses)</b> — Standard glass or plastic. Out-of-network amount reflects the total amount reimbursed for services.				
Single	100%	\$25	12 months	12 months
Bifocal	100%	\$35	12 months	12 months
Trifocal	100%	\$45	12 months	12 months
Polycarbonate (up to age 19)	Included	Not Covered	Not Covered	12 months
Tint	100%	Not Covered	12 months	12 months
UV Coating	100%	Not Covered	12 months	12 months
Scratch Coating	100%	Not Covered	12 months	12 months
Standard Progressive (Tier 1)	100%	Not Covered	12 months	12 months
Premium Progressive (Tier 2 or 3)	100%	Not Covered	12 months	12 months
Standard A/R Coating (Tier 1)	100%	Not Covered	12 months	12 months
<b>Frames</b> — Frame reimbursement is based on retail value. Any remainder above the Member's frame allowance is to be charged to the Member, minus a 20% discount, and can be collected at the time of service when a Participating Vision Provider is used. Discount does not apply at Retail Locations, for certain proprietary frame brands or when services are received from an out-of-network vision provider.				
Frames	\$150	\$50	12 months	12 months
<b>Contact Lenses</b> — Contact lens reimbursement is based on retail value. The following discounts apply when a Participating Vision Provider is used for any balance exceeding the plan allowance: 15% for conventional; 10% for disposable. Contact lens fitting and follow up reimbursement is separate from contact lens material. Discount does not apply at Retail Locations or Contact Fill				
Elective Contact Lens Fitting & Follow Up <sup>3</sup>	100%	\$20-Daily Wear \$30-Extended Wear \$50-Specialty	12 months	12 months
Contact Lens Material	\$150	\$30	12 months	12 months
Medically Necessary Contact Lenses <sup>4</sup>	100%	\$200	12 months	12 months

**For further lens selections, refer to the Additional Lens Options Covered by Your Plan document.**

<sup>1</sup>In-Network Vision Providers may also include Participating Vision Providers who choose to use an Out-of-Network Lab

<sup>2</sup>Out-of-network reimbursement is based on Usual, Customary, and Reasonable as determined by UPMC Vision Care. Nonparticipating Vision Provider may bill the Member the difference between the provider's billed charges and the plan allowance.

<sup>3</sup>For specialty contact lens evaluation, the provider may bill the Member the difference between the provider's billed charges and the plan/member allowance. Participating Vision Provider cannot balance bill for standard lens evaluation when received in-network.

<sup>4</sup>Prior Authorization required from NVA  
GP VC0P20

	Additional Discounted Services Included
NVA EYEESSENTIAL® PLAN*	The NVA EYEESSENTIAL® Plan is an additional benefit available to all UPMC Vision Care Members once the funded benefit has been exhausted for the term. Benefit frequencies are unlimited, excluding examination. For more information, see plan details attached. To see if your vision provider is participating visit <a href="http://www.upmchealthplan.com">www.upmchealthplan.com</a> and Select Find Care.
Mail-Order Contact Lens Replacement Program	For more information on this program, call Contact Fill at 1-866-234-1393 or visit <a href="http://www.contactfill.com">www.contactfill.com</a> .
Lasik Surgery	UPMC Vision Care participants are also eligible for discounts on LASIK surgery when received at one of the following preferred providers: UPMC Eye Center, TLC Vision, QualSight, or LCA.

\* Not all vision providers participate in the NVA EYEESSENTIAL® network.

IMPORTANT: IF MEMBERS CHOOSE EXTRA OPTIONS, THEY ARE RESPONSIBLE FOR THE ADDITIONAL COST OF THE OPTIONS PAID DIRECTLY TO THE PROVIDER.

*This Vision Schedule of Benefits may expand or restrict the benefits set forth in your UPMC Vision Care Certificate of Insurance. See the UPMC Vision Care Certificate of Insurance for the details of the terms of coverage for your health benefit plan. In the event that the terms of your UPMC Vision Care Certificate of Insurance conflict with this Vision Schedule of Benefits the terms of this Vision Schedule of Benefits control.*

*Pediatric Vision Services (if applicable) are covered as required under the Affordable Care Act (ACA) for Members enrolled in ACA-compliant group plans. Find eligibility and benefit details in your Pediatric Vision Certificate of Insurance and Pediatric Vision Schedule of Benefits at MyHealth OnLine or call Member Services.*

Attachment

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# UPMC Vision Care

## Additional Lens Options Covered by Your Plan

Lens Options	Fixed Fee
<b>Progressives (add to bifocal base)</b>	
Progressives – Tier 1	\$60
Progressives – Tier 2	\$90
Progressives – Tier 3	\$110
Progressives – Tier 4	\$125
Progressives – Tier 5	\$145
Progressives – Tier 6	\$170
Progressives – Tier 7	\$190
<b>Materials</b>	
High Index Plastic 1.53-1.60/Trivex	\$50
High Index Plastic 1.66/1.67	\$71
High Index Plastic 1.70 and above	\$80
Polycarbonate (Adults)	\$30
<b>Aspheric</b>	
Aspheric (Plastic/Poly) SV	\$30
Aspheric (Plastic/Poly) MF	\$35
<b>Anti-Reflective Coating</b>	
Anti-Reflective Coating – Tier 1	\$45
Anti-Reflective Coating – Tier 2	\$65
Anti-Reflective Coating – Tier 3	\$85
Anti-Reflective Coating – Tier 4	\$110
<b>Polarized</b>	
Polarized – Tier 1	\$70
Polarized – Tier 2	\$80
Polarized – Tier 3	\$110
Polarized – Tier 4	\$125
Polarized – Tier 5	\$150
Polarized – Tier 6	\$175
<b>Photochromics</b>	
Transitions VII	\$75
Transitions VII MF	\$90
Transitions XTRActive	\$110
Transitions Vantage	\$125

Lens Options	Fixed Fee
<b>Near Variable Lenses</b>	
Essilor Computer MF	\$65
<b>Specialty and Digital Single Vision</b>	
Digital SV Tier 1	\$100
Digital SV Tier 2	\$145
<b>Other Lens Treatments and Services</b>	
Mirror – Solid and Single Gradient	\$60
Mirror – Double Gradient	\$70
Overpower (+6.00D or 3.00D Cylinder, per Lens)	Included
Add Power over 4.00D	Included
Prism over Range (over 3D per Eye)	Included
Press on Prism	\$30
Double Facetting	\$70
Facetted Lenses (includes Polish)	\$55
Slab Off	\$100
Rimless Drill	\$20
Groove Rimless	Included
Center Thickness Below 1.5	\$16.50
Plastic Dyes – Solid	\$8
Plastic Dyes – Single Gradient	\$10
Plastic Dyes – Double/Triple Gradient	\$20
UV Protection	\$20
UV Protection – Backside (Add on to Front Side UV)	\$15
Scratch Resistant – Standard	\$15
Scratch Resistant TD2	\$30
Scratch Resistant w/Optifog Technology	\$55
Edge Polish, Roll Edge, Roll & Polish	\$20
Edge Coating	\$30

Members receive a twenty (20%) percent discount on lens options not included in the schedule above. Fixed prices/discounts do not apply at Retail Locations. Discounts are not insured benefits. In certain states, Members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers.

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# UPMC Vision Care

## NVA EYEESSENTIAL® Plan

UPMC Vision Care introduces the NVA EYEESSENTIAL® Plan discount – an additional low-cost, Member-friendly vision benefit that includes significant discounts on materials through participating NVA network providers. Not All vision providers participate in this network. We encourage you to verify your provider’s participation in this network prior to receiving services. To see if your vision provider is participating visit [www.upmchealthplan.com](http://www.upmchealthplan.com).

- After enrolled Members have exhausted their benefits as described in this Schedule of Benefits, they are eligible to access the NVA EYEESSENTIAL® Plan discount on additional purchases during the Benefit Period.

Please Note: The NVA EYEESSENTIAL® Plan is an in-network benefit only. Benefit frequency is unlimited, except for vision exams. In certain states, Members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. To see if your Vision Provider is participating visit [www.upmchealthplan.com](http://www.upmchealthplan.com).

Service or Material	Member Cost
Comprehensive Vision Examination (Including Dilation as Professionally Indicated) Once Every 12 Months	\$10 discount
Lenses – Standard Glass or Plastic	
Single	\$35
Bifocal	\$55
Trifocal	\$70
Lenticular	\$70
Lens Options	
UV Coating	\$12
Tint (Solid and Gradient)	\$12
Scratch-Resistant Coating (Standard)	\$15
Polycarbonate (Standard)	\$35
Anti-Reflective Coating (Standard)	\$45
Polarized	\$75
Transitions (Standard)	Single Vision – \$65 Bifocal and Trifocal – \$70
Progressive (Standard)	\$50 + Bifocal/Trifocal Charge <sup>1</sup>
Other Add-On Services	20% Off Retail
Frames	
Frames <sup>2</sup>	35% Off Retail
Contact Lenses – Discount does not apply at Contact Fill. Discounts do not apply to certain brands of contact lenses.	
Conventional	15% Off Retail
Disposable	10% Off Retail
Fitting and Follow-Up	10% Off Retail

<sup>1</sup> Progressive (Standard) – Progressive lens copayment is based on the base cost of the lens plus additional copayments. Member cost is the total of \$50 plus the cost of bifocal or trifocal lens, depending on the lens type prescribed.

<sup>2</sup> Any eligible frame at provider’s location.

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## UPMC HEALTH PLAN

U.S. Steel Tower, 600 Grant Street  
Pittsburgh, PA 15219  
[www.upmchealthplan.com](http://www.upmchealthplan.com)





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**សម្គាល់:** ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ យើងមានផ្តល់សេវាជំនួយផ្នែកភាសាដោយមិនគិតថ្លៃ។ សូមទូរស័ព្ទទៅលេខ 1-866-420-9589 (TTY: 711)។

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## UPMC Dental *Advantage*

**Premium 100/80/50**  
**\$50/\$2,000/Ortho/\$1,500**

UPMC Dental *Advantage* will cover the services set forth below, related to the dental benefits provided in accordance with UPMC Dental *Advantage* policies and procedures. In the event that the terms and conditions set forth in other dental benefit material provided conflict with those set forth in this plan document, the terms and conditions of the plan document control.

Plan Year Deductible	In-Network		Out-of-Network	
	\$50 Individual/\$150 Family (waived for Class I services)		\$100 Individual/\$300 Family	
Plan Year Maximum <sup>1</sup>	\$2,000		\$1,500	
<b>Class I: Diagnostic/Preventive</b>	100%		80%	
Exams and Prophylaxis	Payable for 2 services in a benefit year			
Bitewings	Payable for 2 services in a benefit year up to age 14; 1 service in a benefit year for 14+ years of age			
Complete Series and Panoramic Images	Payable for 1 service in a 36 month period and is not covered for Members under the age of 5			
Topical Fluoride	Payable to Age 19 for 2 services in a benefit year			
Periodontal Scaling & Root Planing	Payable for 1 service every 24 months			
Sealants	Payable to age 14 for 1 service per tooth (molar) every 36 months			
Space Maintainers	Payable to age 19			
<b>Class II: Basic Services</b>	80%		60%	
Amalgam & Composite Fillings	Payable			
Pulpal Therapy/Anterior and Posterior	Payable			
Endodontic Therapy (Including treatment plan, clinical procedures, and follow-up care)	Payable			
Extractions and Oral Surgery	Payable			
Periodontics	Payable for 1 service every 24 months			
<b>Class III: Major Services</b>	50%		40%	
Crowns and Bridges	Payable for 1 service per tooth in a 60 month period			
Inlay/Onlay – metallic/porcelain/resin up to 4 surfaces	Payable for 1 service per tooth in a 60 month period			
Implants	Payable for 1 service per tooth per lifetime			
Dentures Complete and Partial	Payable for 1 service in a 60 month period			
Stainless Steel Crown/Primary Tooth	Payable for 1 service per tooth in a 60 month period			
<b>Orthodontics: Child (Up to Age 19)</b>	Covered		Covered	
<b>Lifetime Orthodontic Maximum</b>	\$1,500		\$750	

<sup>1</sup>All Class I services received from a Participating Dentist are not applied to the Plan Year Maximum.

Once the Plan Year Maximum has been met, the Member is responsible for the cost of services received.

The services above are not all-inclusive – they include only the most common dental procedures in a class or service grouping. UPMC Dental *Advantage* encourages, but does not require, Members to seek Predetermination for major services, such as crowns and bridges to obtain the most accurate payment estimate. Additional plan information can also be found in the Certificate of Insurance.

*This Schedule of Benefits may expand or restrict the benefits set forth in your UPMC Dental Advantage Certificate of Insurance. See the Certificate of Insurance for the details of the terms of coverage for your health benefit plan. In the event that the terms of your Certificate of Insurance conflict with this Schedule of Benefits, the terms of this Schedule of Benefits control.*

Pediatric dental services are covered as required under the Affordable Care Act (ACA) for Members enrolled in ACA-compliant group plans. Find eligibility and benefit details in your Certificate of Insurance and Pediatric Dental Schedule of Benefits at MyHealth OnLine or call Member Services.

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## Nondiscrimination Notice

UPMC Health Plan<sup>1</sup> complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, sexual orientation, gender identity, or gender expression. UPMC Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, sex, sexual orientation, gender identity, or gender expression.

UPMC Health Plan:

- Provides free aids and services to people with disabilities so that they can 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 Member Services phone number listed on the back of your member ID card.

If you believe that UPMC Health Plan has failed to provide these services or has discriminated in another way on the basis of race, color, national origin, age, disability, sex, sexual orientation, gender identity, or gender expression, you can file a complaint with:

Complaints and Grievances  
PO Box 2939  
Pittsburgh, PA 15230-2939

Phone: 1-888-876-2756 (TTY: 711)  
Fax: 1-412-454-7920  
Email: HealthPlanCompliance@upmc.edu

You can 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, DC 20201, 1-800-368-1019. TTY/TDD users should call 1-800-537-7697.

Complaint forms are available at [www.hhs.gov/ocr/office/file/index.html](http://www.hhs.gov/ocr/office/file/index.html).

<sup>1</sup>UPMC Health Plan is the marketing name used to refer to the following companies, which are licensed to issue individual and group health insurance products or which provide third party administration services for group health plans: UPMC Health Network Inc., UPMC Health Options Inc., UPMC Health Coverage Inc., UPMC Health Plan Inc., UPMC Health Benefits Inc., UPMC for You Inc., and/or UPMC Benefit Management Services Inc.

## Translation Services

**ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-869-7228 (TTY: 711).

**注意:** 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-855-869-7228 (TTY: 711)。

**CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-869-7228 (TTY: 711).

**ВНИМАНИЕ:** Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-869-7228 (телетайп: 711).

**Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzscht, kannscht du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf selli Nummer uff: Call 1-855-869-7228 (TTY: 711).**

**주의:** 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-869-7228 (TTY: 711) 번으로 전화해 주십시오.

**ATTENZIONE:** In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-869-7228 (TTY: 711).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-855-869-7228 (رقم هاتف الصم والبكم: 711).

**ATTENTION :** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-869-7228 (ATS: 711).

**ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-869-7228 (TTY: 711).

**સુચના:** જો તમે ગુજરાતી બોલતા હો, તો નિ:શુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો 1-855-869-7228 (TTY: 711).

**UWAGA:** Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-869-7228 (TTY: 711).

**ATANSYON:** Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-869-7228 (TTY: 711).

**សម្គាល់:** ប្រសិនបើអ្នកនិយាយភាសាខ្មែរ យើងមានផ្តល់សេវាជំនួយផ្នែកភាសាដោយមិនគិតថ្លៃ។ សូមទូរស័ព្ទទៅលេខ 1-855-869-7228 (TTY: 711)។

**ATENÇÃO:** Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-869-7228 (TTY: 711).