HARRISBURG SCHOOL DISTRICT

Act 93 ADMINISTRATIVE COMPENSATION PLAN

July 1, 2026 – June 30, 2027

Adopted by the Board of School Directors August 25, 2026

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HARRISBURG SCHOOL DISTRICT

Administrative Compensation Plan (Act 93)
July 1, 2026 – June 30, 2027

BOARD OF SCHOOL DIRECTORS THIS 25TH DAY OF AUGUST, 2026, FOLLOWING COMPLETION OF MEET AND DISCUSS SESSIONS BETWEEN THE BOARD (OR ITS DESIGNATED REPRESENTATIVES) AND REPRESENTATIVES SELECTED BY A MAJORITY OF THE ADMINISTRATORS COVERED HEREUNDER, PURSUANT TO ACT 93, 24 P.S. § 11-1164 OF THE PENNSYLVANIA PUBLIC SCHOOL CODE OF 1949, AS AMENDED. THIS PLAN IS NOT A COLLECTIVE BARGAINING AGREEMENT AND DOES NOT CREATE CONTRACTUAL RIGHTS ENFORCEABLE THROUGH GRIEVANCE ARBITRATION.

I. PHILOSOPHY

The Harrisburg School District Administrative Compensation Plan is based on the philosophy that management duties and responsibilities are different from other employees' and unique in many respects. Accordingly, their compensation Plan should be different and unique. This Plan's intent is to provide compensation for Harrisburg School District Administrators, which is internally fair and consistent, and externally competitive in the Central Pennsylvania area.

This document constitutes an Administrative Compensation Plan adopted by the Board of School Directors pursuant to Act 93 and 24 P.S. § 11-1164. It is not a collective bargaining agreement, labor contract, or bilateral agreement between the Board and administrators. The Board retains final authority over the terms of this Plan, subject to applicable law and its obligation to meet and discuss in good faith with representatives selected by the administrators as provided in Article IX hereof.

II. TERM OF ADMINISTRATIVE COMPENSATION PLAN

This Plan is effective July 1, 2026 and shall continue until June 30, 2027.

The period from July 1, 2026, through June 30, 2027, shall be referred to as the "Plan Year." If the Board has not adopted a successor compensation plan by June 30, 2027, the terms and conditions of this Plan shall remain in effect on a status quo basis only until the earlier of: (i) the date the Board adopts a successor plan following completion of meet-and-discuss procedures under Act 93; or (ii) December 31, 2027. Nothing in this paragraph creates an entitlement to continued compensation or benefits beyond June 30, 2027, except as expressly stated.

No provision of this Plan shall be construed as a guarantee or promise of compensation or employment beyond June 30, 2027. The Board reserves its authority to adopt, amend, or replace this Plan as provided herein and consistent with Act 93 and applicable law.

III. ADMINISTRATIVE POSITIONS

This Plan applies to all administrative employees of the Harrisburg School District who are not covered by a collective bargaining agreement and who are required to be certificated by the Pennsylvania Department of Education in an administrative or supervisory capacity, as well as other non-certificated management, administrative, or confidential employees who have been expressly designated by formal Board action to be included in this Act 93 compensation plan and who are not otherwise represented by an employee organization or covered by a collective bargaining agreement.

The following positions are covered under this Plan:

1. Chiefs
2. Executive Director(s)
3. Director(s)
4. Principal(s)
5. Assistant Principal(s)
6. Supervisor(s)
7. Coordinator(s)
8. Other administrative positions as designated by the Board

Nothing in this Plan shall be construed to create a property interest in employment or to limit the Board's authority to create, abolish, or modify administrative positions. Inclusion in this Plan does not alter the at-will status of non-certificated employees or the statutory tenure or commission rights, if any, of certificated professional employees under 24 P.S. §§ 11-1108 through 11-1132.

The specific positions listed below are included as of the date of Plan adoption. The Superintendent shall maintain a current roster of all Act 93-covered positions and the individuals occupying them. Any addition or removal of a position category from this Plan shall require Board action and, where applicable, meet-and-discuss procedures.

<u>Education Administrators (as of June 1, 2026)</u>

Assistant Elementary Principal
Assistant High School Principal – John Harris Campus
Assistant High School Principal – SciTech Campus
Assistant Middle School Principal
Chief of Academics
Chief of Schools
Chief of Student Support Services
Director of Early Childhood and Extended Learning
Director of English Language Development
Director of Online Learning
Director of Schools
Director of School Counseling and Social Work
Director of Enrollment, Attendance and Health Services

Director of Special Education
ELD and Data Assessment Coordinator
Elementary Principal
High School Principal – John Harris Campus
High School Principal – SciTech Campus
Instructional Technology and Data Assessment Coordinator
Middle School Principal
Principal – Cougar Academy
Supervisor of ELA and Social Studies
Supervisor of Humanities and Electives
Supervisor of Math and Science
Supervisor of Special Education

<u>Non-Certificated Administrators</u>
Accountant – Accounts Payable
Accountant - Business Office
Administrative Assistant
IT Applications Support Specialist
Benefits Accountant
IT Building Technician
Chief Operations Administrator
Compensation and Benefits Specialist
Coordinator of Accounting
Coordinator of Food Service
Coordinator of Information Technology Applications
Coordinator of Information Technology Network
Coordinator of Public Relations
Coordinator of Purchasing & Accounts Payable
Coordinator of Student Support Services
HR Data Specialist
IT Data Specialist
Director of Athletics
Director of Information Technology
Director of Facilities
Director of Finance
Director of School Police/Safe Schools
Director of Student Registration
Labor and Employment Relations Manager
Executive Assistant to the Superintendent
Family Engagement Coordinator
Lead Safety Monitor
Multimedia Coordinator
IT Network Support Specialist
Office Manager
Payroll Specialist
PIMS Administrator

Program Administrator
Recruiting and Hiring Specialist
Safety Support Technician
School Based ACCESS Coordinator
Senior Administrative Assistant
Supervisor of Human Resources Operations
Supervisor of Transportation
Staffing Accountant

IV. COMPENSATION

A. Premise

The Harrisburg School District believes our Administrators, as leaders of the Harrisburg School District, should be both held accountable for and compensated for the well-being and growth of the District.

As an administrative team, our leaders acknowledge that working together they have greater strength and effectiveness than any one individual.

Our leaders acknowledge that to be most effective as an administrative team, they must share their strengths with each other and seek out others to assist with their challenges.

Our ultimate goal is to inspire excellence in every student, every day. When successful in meeting that goal, we will assure students' academic success, and we will create for students a nurturing environment that challenges them, supports them, and enhances their lives. Regardless of individual areas of responsibility, the results of all our efforts must flow toward meeting that goal.

B. Components

1. Evaluation Instrument

   a. Administrators who are designated as professional employees by the Pennsylvania Department of Education (PDE) shall be subject to the principal/school leader rating form (Act 13) and the procedures established under PDE regulations for the evaluation of principals/school leaders.

   b. Administrators who are designated as Education Administrators shall also receive the Education Administrator Evaluation Addendum.

   c. Administrators who are designated as Non-Certificated Administrators shall receive the Non-Certificated Administrator Evaluation Report.

2. Evaluation/Conference

Each Administrator will be given an evaluation report and the opportunity to discuss the report. In the event an Administrator will receive either a needs improvement or an unsatisfactory evaluation, the Administrator's evaluator shall give the Administrator at least twenty-four (24) hours' notice of the potential for receiving such a rating. Under such circumstances, at the Administrator's annual evaluation, the Administrator may request to have another member of the Administrator's group present as an observer to the conference. The Administrator's evaluator shall attempt to accommodate the schedule of the other observing Administrator to the extent possible, but under no circumstances shall it be used as a method to ultimately delay the evaluation conference.

3. Evaluation Calendar

July/August	- Develop Goals/Goals Conference
December/January	- Mid-year Review
On or before May 31 (absent extenuating circumstances or legal/evaluation-system requirements under Act 13 or PDE guidelines)	- Evaluation Report

Goals for newly hired or transferred administrators shall be developed during the first thirty (30) days of employment. Any administrator who transfers into a new administrative position on or after February 1 will receive an evaluation based upon the prior position.

4. This salary program is designed with separate salary levels. The program structure provides a mechanism for relating the salary of each Administrator to both the marketplace and to each other.

5. Salary ranges for the 2026–2027 school year have been adjusted based upon the market movement number published by the Pennsylvania School Boards Association (PSBA) for the year in question, currently 1.9% for the 2026–2027 school year. Any annual adjustment for a successor plan year shall require Board approval as part of a successor Act 93 compensation plan or amendment adopted pursuant to 24 P.S. § 11-1164.

6. The minimum and maximum salaries for each salary level represent the available ranges of salaries within which individual base salaries may be established for positions assigned to those levels. Placement within or movement through a range is not automatic and requires approval by the Board or its designee.

7. The District will continue to provide an annual stipend of $3,000, payable bi-weekly during the school year, for a relevant doctorate for current Administrators employed as of the date of this Plan. The stipend will not be

part of the Administrator's base salary and will be pro-rated should the Administrator cease employment with the District during the term of this Plan.

8. An incoming Administrator, new to the District, or moving from another professional position within the District, should be given a salary commensurate with his/her position, ability and background in relation to the administrative salary ranges. Individual starting salaries shall be approved by the Superintendent or designee and shall be within the applicable salary range unless otherwise approved by the Board.

9. The Superintendent may designate one (1) Supervisor of Special Education to perform lead coordination duties for the Special Education Department. The designated lead supervisor shall receive an annual stipend of $3,000, paid in regular payroll installments and prorated for partial-year service. Such designation is at-will and annual; the Superintendent may modify or discontinue the assignment at any time. The stipend shall not be added to base salary, is not part of the salary range, does not constitute a guarantee of continued assignment, and performance of lead duties may be evaluated separately from the administrator's regular position duties.

10. Applicants for Administrative positions without any directly related previous administrative experience could be hired at the minimum salary for the Administrative level in which they are placed.

C. **<u>Salary Increases</u>**

Salary Adjustments for the 2026–2027 School Year are based on the 2025-2026 school year. Administrators whose base salaries are within the applicable 2026–2027 salary range shall receive the salary established by the 2025-2026 evaluation score for 2026–2027 as set forth in Appendix A. No across-the-board percentage salary increase is provided for 2026–2027 beyond the salary range adjustments described in Section B.5 above.

Administrators Above Salary Range Maximum**.** Administrators whose current base salaries exceed the applicable 2026–2027 salary range maximum shall receive a base salary increase for the 2026–2027 school year of 2.62%.

<u>Methodology</u>

Salary increases for all Education Administrators for the 2025-2026 school year will be based upon the score received in the evaluation report in accordance with the following matrix:

Score	Increase
17-18	Base Increase + 0.5%
14-16	Base Increase + 0.25%
11-13	Base Increase

6-10	Base Increase – 0.5%
Below 6	No increase

Salary increases for all Non-Certificated Administrators for the 2025-2026 school year will be based upon the score received in the evaluation report in accordance with the following matrix:

Score	Increase
46-50	Base Increase + 0.5%
40-45	Base Increase+ 0.25%
30-39	Base Increase
20-29	Base Increase– 0.5%
Below 20	No increase

Administrators who work in an administrative position for at least five (5) months prior to July 1 can be considered for a salary adjustment for the subsequent Plan Year, subject to Board or designee approval.

V. FRINGE BENEFITS

A. Medical & Prescription Drug Insurance

1. During the term of this Plan, the District agrees to pay the following amounts toward the premium cost of the Health Benefit Plans for Administrators and their eligible dependents selecting coverage thereunder:

   (a) For Administrators in positions within Ranges A to G who elect medical and prescription coverage, the District shall pay eighty-seven percent (87%) of the monthly premium cost, as in effect for the 2026-2027 Plan Year, and the Administrator shall pay the remaining thirteen percent (13%) of the monthly premium cost by payroll deduction.

   (b) For Administrators in positions within Ranges H to J who elect medical and prescription coverage, the District shall pay eighty-eight percent (88%) of the monthly premium cost, as in effect for the 2026-2027 Plan Year, and the Administrator shall pay the remaining twelve percent (12%) of the monthly premium cost by payroll deduction.

   (c) A spousal surcharge of $400 will be added to the monthly amount paid by the Administrator, if the Administrator's spouse is eligible for coverage at the Spouse's place of employment and elects to be covered under the District's Plan. An annual proof of non-coverage certification must be completed for all spouses desiring coverage under the District's Plan.

2. Appropriate election of desired benefit coverage, as well as any desired pre-tax payroll deduction under the Section 125 Cafeteria Plan, shall be made

by each Administrator prior to the applicable Plan Year, as required by Treasury Regulations. The District shall maintain a Section 125 Cafeteria Plan for the 2026–2027 Plan Year to the extent required for pre-tax premium contributions and permitted by applicable law.

B. Health Savings Account

The District will establish a health savings account (HSA) for eligible administrators enrolled in a qualified high deductible health plan ("QHDHP") as defined under Internal Revenue Code Section 223(c)(2). The District will provide an employer HSA contribution of $1,200 for single coverage and $2,400 for two-party/family coverage that would be in effect from July 1, 2026, through June 30, 2027, for the 2026–2027 Plan Year, prorated for partial-year enrollment in the QHDHP. It is understood that the HSA contribution is not deemed to be part of the health benefit plan. The HSA is merely an account established pursuant to Section 223 of the Internal Revenue Code to pay or reimburse qualified medical expenses of eligible administrators.

Eligibility for HSA contributions requires that the administrator: (i) be enrolled in the District's QHDHP; (ii) not be enrolled in Medicare or any disqualifying coverage under IRC § 223(b)(7); and (iii) not be claimed as a dependent on another person's tax return. Administrators who become ineligible mid-year shall have contributions prorated.

Eligible administrators shall receive the same employer HSA contribution as members of the Harrisburg Education Association for the 2026-2027 plan year only; this provision shall not automatically continue in any successor plan unless expressly adopted by the Board. In the event of a conflict between this section and HEA-linked HSA amounts, the specific dollar amounts stated in this Section V.B shall control for this Plan Year.

C. Dental and Vision Insurance

The District shall provide dental and vision insurance benefits to eligible administrators and their eligible dependents on the same basis as other professional employees of the District.

D. Carrier/Plan Design Substitution

The District will provide Administrators covered under this Plan with the same employee benefit Plan designs as the Harrisburg Education Association (HEA) for the 2026-2027 plan year only, to the extent approved by the Board and permitted by applicable plan documents and carrier requirements. If changes to benefit plan designs are negotiated with or provided to the HEA during the 2026–2027 Plan Year, such changes shall be extended to Act 93 administrators only upon Board approval and only to the extent the changes are cost-neutral or beneficial to the District; automatic incorporation of mid-year HEA changes without Board approval is not intended.

This HEA-linked provision applies solely to the term of this Plan and shall not automatically continue or apply to any subsequent plan year unless expressly adopted by the Board in a successor compensation plan.

The District may substitute carriers and/or Plan designs provided all coverage, requirements, and procedures are substantially equivalent to the Plan for which the substitution was made. If a substitution is made, the District will notify the Administrators of the following:

(a) The identity of the new carrier/Plan design.

(b) The address and telephone number of the new carrier or substance of the Plan design.

(c) The person to be contacted at the new carrier/third party administrator's office.

(d) A summary Plan description of the benefits provided by the new carrier/Plan design.

E. <u>No Duplication of Benefits - Spouse Administrators</u>

If legal spouses are both employees of the School District, each shall be eligible for single insurance coverage benefits and either legal spouse is eligible for dependent coverage, but not both.

F. <u>Retiree Health Care</u>

Effective July 1, 2022, the following shall control retiree healthcare benefits:

1. Any Act 93 member employed prior to June 30, 2022 and who retires as a superannuated employee established by the Public School Employees' Retirement System ("PSERS") or from multiple service membership with PSERS and the State Employees' Retirement System and also has a minimum of twenty (20) years of service in the District and who will be at least 55 years of age as of the date of retirement will be entitled to receive single employee healthcare benefits offered by the District during the year in question until the retiree becomes Medicare-eligible. The employee will pay a monthly co-pay equal to the amount paid by active single-coverage Act 93 members in Ranges A to G and the amount of healthcare premium assistance received from the Commonwealth.

2. Any Act 93 member hired on or after July 1, 2022 and who retires as a superannuated employee established by the Public School Employees' Retirement System ("PSERS") or from multiple service membership with PSERS and the State Employees' Retirement System and also has a minimum of twenty (20) years of service in the District and who will be at

least 55 years of age as of the date of retirement will be entitled to receive single employee healthcare benefits offered by the District during the year in question for a period not to exceed five (5) years or until the retiree becomes Medicare-eligible, whichever comes first. The employee will pay a monthly co-pay equal to the amount paid by active single-coverage Act 93 members in Ranges A to G and the amount of healthcare premium assistance received from the Commonwealth.

3. Superannuation shall be defined as Age 62 and any years of credited service; thirty-five (35) years of credited service; thirty (30) years of credited service and sixty (60) years of age; and any legislative changes providing for a thirty (30) year credited service window.

4. Healthcare benefits offered shall include enrollment in the health care plan and prescription drug plan provided to active Act 93 members. Dental and vision benefits may be purchased at the retiree's expense.

5. Condition of Participation; Coordination with Other Coverage. As a condition of receiving District-subsidized retiree health coverage under this section, a retiree must not be enrolled, or be eligible to participate in a substantially similar group health coverage under another employer-sponsored health plan (other than a plan providing only excepted benefits, as defined under 42 U.S.C. § 300gg-91(c)). This exclusion does not apply to: (i) coverage to which the retiree is entitled under COBRA (29 U.S.C. § 1161 et seq.) or Pennsylvania Act 63 continuation rights; (ii) Medicare, except that upon Medicare eligibility, District-subsidized coverage shall terminate as provided in Section E.1 or E.2 above; or (iii) coverage the retiree is legally required to maintain. If a retiree subsequently enrolls in disqualifying alternative group coverage, District-subsidized retiree health coverage shall terminate at the end of the calendar month in which such alternate coverage begins, subject to applicable plan documents, carrier rules, and any notice requirements of applicable law.

G. <u>Retiree Health Savings Account</u>

The District will make, or arrange for the making of, employer contributions to a health savings account ("HSA") established and maintained in the name of an eligible retiree, provided that the retiree is enrolled in a high-deductible health plan that qualifies under IRC § 223 ("QHDHP") and is otherwise an "eligible individual" within the meaning of IRC § 223. The District will provide an employer HSA contribution of $1,200 for single coverage that would be in effect from July 1, 2026, through June 30, 2027. It is understood that the HSA contribution is not deemed to be part of the health benefit plan. The HSA is merely an account established pursuant to Section 223 of the Internal Revenue Code to pay or reimburse qualified medical expenses of eligible retirees. No District contribution shall be made except to the extent permitted under IRC §§ 106 and 223 and any applicable comparability, nondiscrimination, cafeteria plan, or other federal tax rules. Employer HSA contributions are excludable only when made for an eligible individual and within the applicable statutory limits.

Each retiree receiving District subsidized coverage shall provide annual written certification of non-enrollment/non-eligibility in other group health coverage, HSA eligibility, including enrollment in a QHDHP and non-enrollment in Medicare, TRICARE, a general-purpose health flexible spending account, a general-purpose health reimbursement arrangement, or any other coverage that would disqualify the retiree from HSA eligibility under IRC § 223 during the open enrollment period, and shall notify the District in writing within thirty (30) days of enrolling in alternative coverage disqualifying group coverage, Medicare or any other disqualifying coverage, or otherwise ceasing to be HSA-eligible. This provision is subject to applicable law, plan documents, and carrier eligibility rules. The District may suspend, prorate, reduce, or cease HSA contributions as necessary to avoid an excess contribution or contribution for a month in which the retiree is not HSA-eligible. IRC § 223 requires the individual to be covered under a high-deductible health plan and not covered under disqualifying non-HDHP coverage.

Eligible retirees shall receive the same employer HSA contribution as retirees of the Harrisburg Education Association**,** to the extent required by applicable District policy, plan terms, or comparability/nondiscrimination requirements and only for similarly situated HSA-eligible retirees. Eligibility for retiree HSA contributions requires that the retiree satisfy all requirements of IRC § 223, including enrollment in a QHDHP and non-enrollment in Medicare or other disqualifying coverage. No HSA contribution shall be made for or on behalf of any retiree who is not HSA-eligible under applicable IRS rules. The amount of any employer HSA contribution shall not exceed the maximum amount permitted under IRC § 223 for the applicable calendar year, taking into account all employer and employee contributions and any catch-up contribution limits. Section 4980G imposes an excise tax for failure to satisfy comparable HSA contribution requirements, and § 223 imposes annual contribution limits.

Eligibility for retiree HSA contributions requires that the retiree satisfy all requirements of IRC § 223, including enrollment in a QHDHP and non-enrollment in Medicare or other disqualifying coverage. No HSA contribution shall be made for or on behalf of any retiree who is not HSA-eligible under applicable IRS rules**.**

a) In order to be eligible to receive a District HSA contribution under this section, a retiree must be enrolled in the QHDHP and must remain HSA-eligible under IRC § 223 for each month for which a contribution is made. The District may impose a three (3) consecutive month post-retirement QHDHP enrollment requirement as a condition of receiving the District contribution, provided that no contribution shall be made for any month in which the retiree is not HSA-eligible and any contribution shall be prorated as required by applicable law.

b) The specific retirees must not be COBRA/Public Health Service Act retirees. For the avoidance of doubt, receipt of continuation coverage under COBRA, the Public Health Service Act, or Pennsylvania Act 63 shall not be impaired by this section. However, a retiree receiving coverage solely through continuation coverage shall not be eligible for a District HSA contribution under this section unless the District determines that the retiree is enrolled in a QHDHP, is otherwise HSA-eligible under IRC § 223, and the contribution is permitted under applicable federal and state law, plan documents, and District eligibility rules.

c) The District reserves the right to audit and determine the eligibility of existing retirees to access coverage types that may deem the retirees ineligible for this benefit. The District will retain the management prerogative to use a different funding arrangement that would be retrospective instead of prospective in the same manner that will apply to active employees. Any retrospective funding arrangement must be administered so that contributions are made only for months in which the retiree was HSA-eligible, do not exceed applicable IRC § 223 limits, and are corrected or recovered to the extent necessary to address erroneous or excess contributions. The District may require reasonable documentation of eligibility and may require repayment, offset, or other correction of any contribution made based on inaccurate, incomplete, or untimely certification by the retiree, to the extent permitted by law.

H. Life Insurance

The District will provide, without charge, term life insurance for all full-time Administrators in the amount of their annual salary rounded to the nearest thousand dollars. There is a benefit reduction that begins at age 65.

I. Tuition Reimbursement

The District, with the advance preapproval of the Superintendent, or designee, will reimburse Administrators 100% for tuition costs (excluding registration and other fees) incurred for related course work approved in advance up to a maximum of $9,000.00 in any Plan Year. In all cases, only grades of “B” or better or “pass” in a pass/fail course will be eligible for reimbursement.

No tuition reimbursement shall be available for any degree or certification program that is not aligned with the requirements of the Administrator’s position or prescribed in the Administrator’s individual performance plan, up to the maximum reimbursement within a fiscal school year. Approval by the Superintendent (or designee) of course work for potential tuition reimbursement shall be based upon his/her assessment of the nature and quality of the program, availability of continuing education credits (CEU's) and all other potentially reimbursed activities, as well as his/her assessment of the institution offering the courses and activities.

In order to receive reimbursement, the Administrator shall execute a written tuition reimbursement agreement, in a form approved by the District, prior to commencement of the approved course work. The reimbursement agreement shall provide, at minimum, that: (i) the Administrator shall repay all reimbursement received if the Administrator voluntarily separates from District employment or is terminated for cause within two (2) years following completion of the approved course; (ii) repayment shall not be required where separation results from death, disability, furlough, or District-initiated non-renewal unrelated to performance or conduct; (iii) the Administrator authorizes payroll deduction of any amounts owed under the reimbursement agreement to the extent permitted by applicable law, including the Pennsylvania Wage Payment and Collection Law (43 P.S. § 260.1 et seq.); and (iv) any outstanding balance not recovered through payroll deduction shall constitute a debt owed to the District recoverable through other lawful means.

J. <u>Worker's Compensation</u>

The following provisions shall govern the coordination of workers' compensation benefits with District-paid leave and salary for administrators who sustain a work-related injury or occupational disease:

(a) Coordination and Offset; No Double Recovery. In no event shall the combination of workers' compensation wage-loss benefits and any District-paid supplemental wage replacement (including, without limitation, sick leave pay, personal leave pay, vacation pay, short-term disability benefits, or any other District-provided wage replacement) result in the administrator receiving more than sixty-six and two-thirds percent (66 2/3%) of the administrator's regular pre-injury salary at any point in time. All District-paid wage replacement shall be coordinated with and offset by workers' compensation benefits to prevent duplication or double recovery of wages.

(b) No Concurrent Full Sick Leave and Workers' Compensation. An administrator who is receiving workers' compensation wage-loss benefits shall not simultaneously receive full sick leave pay from the District. Sick leave (and personal leave and vacation leave, as applicable) shall be used only to supplement workers' compensation benefits up to the 66 2/3% cap described in subsection (a), and available leave balances shall be charged on a pro-rata basis corresponding to the supplemental amount paid.

(c) Assault-Related Injuries. For injuries resulting from an assault arising from the performance of duties, the administrator shall not lose sick leave days, personal leave days, benefits, or salary for a period of up to thirty (30) workdays, provided the administrator is unable to report to work and subject to the coordination/offset requirements above. This entitlement shall cease upon recovery from the assault-related injury.

(d) Non-Assault Work-Related Injuries. For work-related injuries unrelated to an assault, the administrator shall receive up to fifteen (15) workdays of pay and benefits without reduction of sick or personal leave, subject to the coordination/offset requirements above, provided such leave ceases upon recovery from the injury.

(e) Disputed or Denied Claims. In the event an administrator's workers' compensation claim is disputed or denied, the absence may be charged to available sick leave, personal leave, or vacation leave, consistent with applicable law, Board policy, and the terms of this Plan. If the claim is subsequently approved, appropriate restoration of leave balances shall be made, subject to the coordination/offset provisions above.

(f) Overpayment; Reimbursement. Any overpayment resulting from the failure to coordinate benefits as required herein, or from retroactive receipt of workers' compensation or third-party recovery, shall be reimbursed to the District by the administrator. The District may recoup such overpayment through payroll deduction or other lawful means, upon written notice to the administrator.

(g) Nothing in this section shall be construed to limit or modify the administrator's rights or obligations under the Pennsylvania Workers' Compensation Act, 77 P.S. § 1 et seq., or to create any benefit in excess of those required by law.

K. **<u>Liability Protection</u>**

Administrators shall be provided legal defense and indemnification to the extent provided by law, including 42 Pa.C.S. § 8548 (governmental immunity), and Board policy.

L. **<u>Employee Assistance Program</u>**

Administrators shall have access to the District's Employee Assistance Program (EAP) on the same basis as other professional employees.

M. **<u>Disability Program</u>**

During the term of this Plan, the District shall sponsor a group disability insurance program for all active full-time Administrators providing for a minimum benefit waiting period of 90 calendar days or at the end of the Administrator’s sick, vacation, and personal leave, whichever is longer, that will provide a disability benefit of 66-2/3% of their salary to a maximum monthly benefit of $6,500.00 per month. During the term of this Plan, the District shall sponsor a group short term disability insurance program for all active full-time Administrators providing for a minimum benefit waiting period of 30 calendar days or at the exhaustion of the Administrator’s sick, vacation, and personal leave, whichever is longer, that will provide a short-term disability benefit of 66-2/3% of the eligible Administrator’s salary to a maximum monthly benefit of $6,500.00 per month. This benefit may be discontinued should the annual premium exceed $15,000.

N. Retirement Allowances

When an Administrator retires from the District under any of the provisions of the Pennsylvania Public School Employees' Retirement Law with at least thirty (30) days' notice, the District shall make payment to the 403(b) account of the Administrator/retiree's choice in an amount equal to the Administrator's then remaining accumulated sick leave, not to exceed forty-five (45) days, multiplied by the Administrator's per diem rate of pay. Such payment shall be made within the time period required to satisfy the short-term deferral exception under IRC § 409A (no later than March 15 of the calendar year following the year of retirement). The District shall report such payment to PSERS in accordance with applicable PSERS rules and guidance; the parties acknowledge that PSERS creditability of such payment is determined by PSERS. Applicable tax withholding and deductions shall apply.

O. Personal Leave

Administrators will be allocated, with full pay, up to four (4) days per year for personal leave. Personal Leave not used during the year it is earned will be converted to sick leave. Whenever possible, application for Personal Leave should be submitted at least one week in advance, except in the case of an emergency.

Earned days will be pro-rated during the first and final year of employment (if employment begins other than July 1st/ends other than June 30th).

P. Sick Leave

Administrators working on a 12-month basis will be eligible for twelve (12) days sick leave per year.

Administrators are eligible to use up to five (5) sick days per year, if available, for the purpose of immediate family illness. For this purpose, an immediate family member is defined as a spouse, child, parent, or any other near relative who resides in the Administrator's home.

Earned days will be pro-rated during the first and final year of employment (if employment begins other than July 1st/ends other than June 30th).

In cases where Administrator is off work due to a family illness but is required to complete work from home, up to three virtual workdays will be allowed with approval from the Superintendent and/or his or her designee. These days will not be subtracted from accumulated sick leave.

Q. Bereavement Leave

The District shall grant an Administrator paid bereavement leave of not more than five (5) days for each death in the immediate family. "Immediate family" shall be defined as spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, or other near relative who resided in the Administrator's home, or any domestic partner with whom the Administrator resided. Such absences shall be reported to the school on the first day. Additional unpaid bereavement leave may be granted at the discretion of the Superintendent.

The District shall grant an Administrator paid bereavement leave of one (1) day for attendance at the funeral of a first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

R. <u>Military Leave</u>

A military leave of absence shall be granted to any Administrator in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA, 38 U.S.C. §§ 4301–4335), the Pennsylvania Military Affairs Code (51 Pa.C.S. § 7301 et seq.), and any other applicable federal or state law governing military leave. Such leave shall be for the duration of the administrator's qualifying military service, and reemployment rights shall be as provided by applicable law.

S. <u>Sabbatical Leave/Professional Development Leave</u>

Sabbatical and/or Professional Development leaves of absence shall be granted to eligible Administrators in accordance with the Public-School Code of the Commonwealth of Pennsylvania and Board policy.

T. <u>Professional Visitations and Conferences</u>

Act 93 Members are encouraged to participate actively in professional meetings and/or technical trainings which will assist the Administrator to grow in service to the School District. To this end, the District will consider for approval, paid absences from duty for attendance at such meetings and reimbursement of expenses incurred in such attendance, taking into consideration such factors as budgetary limitations; number of personnel requesting leave from any one building on any one day; unnecessary duplication of visitations and conferences.

U. <u>Absence for Compensated Civic and Honorary Duties</u>

The District shall make available to Administrators time for the performance of jury duty and similar civic responsibilities, as well as for attendance at professional honorary activities. The Administrator may receive his or her full salary, less any compensation or reimbursement received for fulfilling the obligation. Travel and other cost allowances shall not be considered compensation. Administrators on jury duty who are dismissed for one-half day or less shall return to work.

V. <u>Vacations and Holidays</u>

1. Vacations

Administrators will be provided with vacation according to the following schedule:

1. 15 days per year (for 1-4 years of service with the District);

2. 20 days per year (for 5-19 years of service with the District);

3. 25 days per year (for 20+ years of service with the District).

Vacation benefit applies only to 12-month Administrators.

Days will be pro-rated during the first and final year of employment (if employment begins other than July 1st/ends other than June 30th).

Requests for single vacation days, or for not more than four (4) consecutive vacation days, must be submitted at least 48 hours prior to the requested time off.

Requests for five (5) or more consecutive vacation days while school is in session must be submitted at least 10 days prior to the requested time off.

Building administrators (principals and assistant principals) may not take vacation leave during the first five or last five student days of the school year, on scheduled professional development days, or on any days of standardized test administration unless preapproved by the Superintendent. Any administrator required to attend mandatory training or leadership retreat activities may not take vacation leave on those days unless preapproved by the Superintendent. Special consideration will be given for major life events such as weddings, college graduations, dropping children off at college, etc. In addition, only one building administrator (principals and assistant principals) within a building may take vacation leave on a given day when students are in session.

Vacation days that are unused in one Plan Year may be redeemed or carried over to a subsequent year, subject to the limitations recited herein.

The maximum authorized accrued amount of vacation leave, inclusive of the current year's accrual and accumulated carryover is thirty (30) days. Excess vacation leave beyond the allotted carryover limit will be converted to sick leave.

At retirement or resignation with at least 30 days' notice, an Administrator shall receive a payout of any accumulated unused vacation leave at the Administrator's per diem rate of pay. Such days will be paid through normal payroll procedures and will be reported to PSERS in accordance with applicable law and PSERS guidance.

An Administrator may opt to be paid for a maximum of five (5) accumulated vacation days at such Administrator's then current per diem rate of pay which is the current gross salary divided by 260, provided that an irrevocable election is made by the Administrator in writing by May 1st, specifying the number of days for which payment is to be made. Such days will be paid through normal payroll procedures and will be reported to PSERS in accordance with applicable law and PSERS guidance. Any days for which payment is made will be deducted from the accumulated vacation. The irrevocable election required herein is intended to comply with IRC § 409A. An election submitted after May 1 shall not be honored for the current Plan Year.

Under unusual circumstances, an Administrator may request that up to five (5) accrued but unused vacation days remain available beyond the June 30th cutoff date. The Superintendent will consider the request with respect to the completion of building and District goals. If the Administrator was involved with special projects, assignments, or goals, the Superintendent is authorized by the Board to approve such requests; provided, however, that in no event shall any accrued but unused vacation days extending beyond the June 30th cutoff date extend beyond December 31st following the cutoff date.

2. Optional Summer Four-Day Workweek Schedule

At the sole discretion of the Superintendent or designee, the District may implement an optional four-day workweek schedule for administrators during designated summer weeks (generally between the end of the school year and the start of the subsequent school year), subject to the following conditions:

(a) The four-day summer workweek is not an entitlement and may be offered, modified, suspended, or discontinued at any time at the sole discretion of the Superintendent or designee, with or without advance notice.

(b) If implemented, administrators may be permitted to work four (4) workdays per week or such alternative schedule as determined by the Superintendent or designee, to maintain required weekly work hours.

(c) Implementation is subject to adequate coverage of District operations, administrative responsibilities, and compliance with the required administrative work year.

(d) The four-day workweek schedule does not reduce annual salary, vacation accrual, leave accrual, required duties, or the administrator's annual work-year obligation.

(e) Administrators are exempt employees; the four-day workweek is subject to exempt-status requirements and applicable federal and state wage-and-hour considerations. Nothing herein shall be construed to alter the exempt status of any position.

(f) The Superintendent or designee shall determine the eligible weeks, eligible positions, coverage requirements, and any other terms or conditions of the summer four-day schedule. Participation by any individual administrator is subject to approval and operational needs.

3. Holidays

All Administrators working on a 12-month basis will receive fourteen (14) paid holidays per year designated by the District:

- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the day after Thanksgiving
- Christmas Eve and Christmas Day

Additional Non-Instructional Holidays and District Closure Days for 2026–2027. The Superintendent may recommend additional non-instructional administrative holidays or District closure days for the 2026–2027 school year, including an extended winter holiday break. Any such additional holidays or closure days are subject to the following conditions:

(a) Board Approval Required. All additional non-instructional holidays or District closure days must be approved by formal Board action before the applicable holiday or closure dates occur.

(b) Timing of Approval. If additional holidays or closure days are intended to be included as part of the Board-adopted 2026–2027 plan or calendar, approval should occur before June 30, 2026. In all events, approval must occur before the applicable holiday/closure dates. Winter break holidays for the 2026–2027 school year, if any, must be approved by the Board before the winter break period begins.

(c) No Annual Entitlement. Additional non-instructional holidays or District closure days approved for the 2026–2027 school year are not an annual entitlement, do not carry over to any successor plan year, and do not create a precedent or expectation for future plan years.

(d) No Compensation in Lieu. If the Board does not approve additional holidays or closure days, administrators are not entitled to additional compensation or time off in lieu thereof.

VI. DISPUTES

In the event that a dispute shall arise out of the terms of this Plan, such dispute shall be resolved in the following manner:

A. Representatives of the Administrators shall meet and discuss the dispute with the Superintendent of Schools and hopefully resolve the matter at that level;

B. The Board shall ultimately determine the final resolution of any such dispute. Nothing in this Article VI shall be construed to waive, limit, or preclude any administrator's right to pursue statutory or legal remedies available under applicable law, including but not limited to rights under the Pennsylvania Human Relations Act, Title VII, or other applicable anti-discrimination statutes, or the right to petition the Secretary of Education under applicable provisions of the Public School Code.

VII. AMENDMENTS TO PLAN

The Board of School Directors reserves the authority to amend this Plan during the one-year term hereof, after Act 93 meet-and-discuss procedures where required by law, for any of the following reasons or circumstances:

(a) To ensure compliance with federal, state, or local law, regulation, or court or administrative order;

(b) To implement or conform to the District’s Exit Plan from Receivership, any corrective action plan, or financial improvement plan adopted by or imposed upon the District;

(c) For budgetary or operational reasons, including but not limited to revenue shortfalls, expenditure reductions, or restructuring;

(d) To address changes in insurance carriers, plan designs, benefit programs, or vendor arrangements;

(e) To conform to changes in the Pennsylvania Public School Code, PSERS regulations, tax code, or other statutory or regulatory requirements;

(f) To address grant or program requirements imposed by federal, state, or local agencies;

(g) For administrative, organizational, or operational reasons as determined by the Board.

Any amendment to this Plan shall be effective only upon formal action by the Board. Nothing herein shall be construed to limit the Board's authority under the Public School Code or other applicable law. Amendments shall be communicated to all covered administrators in writing within fifteen (15) business days of Board adoption.

VIII. MISCELLANEOUS PROVISIONS

The District's proposal is subject to the Board properly modifying the District's Exit Plan from Receivership as applicable, and the terms and provisions contained in this Agreement.

A. Severability

If any provision of this plan is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or by operation of law, such invalidity shall not affect the remaining provisions of this plan, which shall continue in full force and effect.

B. Entire Agreement

This plan constitutes the entire Act 93 Administrative Compensation Plan for the period July 1, 2026 through June 30, 2027. This plan supersedes all prior plans, agreements, and understandings, whether written or oral, with respect to Act 93 administrative compensation for the 2026–2027 plan year. This plan may be amended only by formal Board action after the required meet-and-discuss process under 24 P.S. § 11-1164.

C. Management Rights

Nothing in this plan shall be construed to limit the Board's authority under the Public School Code of 1949, as amended, including the authority to determine administrative organizational structure, assign duties, evaluate performance, and exercise all other rights of management. The Board retains all rights not expressly limited by this plan.

D. No Vested Rights Beyond Plan Term

Nothing in this plan shall be construed to create any vested right to compensation, benefits, or working conditions beyond the term of this plan (June 30, 2027). Compensation and benefits for any period after June 30, 2027 shall be determined solely by the terms of a successor Act 93 compensation plan adopted by the Board, or in the absence of such plan, by Board action consistent with applicable law.

E. Compliance with Law

This plan shall be interpreted and administered in compliance with all applicable federal, state, and local laws, including the Pennsylvania Public School Code (24 P.S. § 1-101 et seq.), the Pennsylvania Human Relations Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, and all other applicable statutes and regulations.

F. Plan Adoption

This plan has been adopted by the Board of School Directors of the Harrisburg School

District by formal action at a public meeting after the required meet-and-discuss process with eligible administrators pursuant to 24 P.S. § 11-1164. While the Board is obligated to provide for a meeting with representatives of the Act 93 Group, there is no obligation to bargain a resolution. Ultimately, the Board has the right to make its determinations within its discretion, consistent with the terms and provisions of this Compensation Plan and state law.

IX. MEET AND DISCUSS PROCEDURES

Administrators covered by this Compensation Plan in accordance with Act 93 have the right to 'meet and discuss' with the Board of School Directors or its designated representatives upon request to address modifications, extensions, or the entry into a new Compensation Plan as determined by a majority of the individuals covered by this Compensation Plan. It is acknowledged by the Board of School Directors that Act 93, embodied in Section 11-1164 of the Public School Code of 1949, as amended, requires that a majority of those defined as an 'Administrator' in the District will have the right to 'meet and discuss' in 'good faith' with the Board of School Directors or its representatives. A 'meet and discuss' is not tantamount to a labor contract negotiation and does not constitute collective bargaining within the meaning of the Public Employe Relations Act (Act 195). While the Board of School Directors or its representatives has an obligation to meet and discuss in good faith with representatives of the Act 93 Group, there is no obligation to reach agreement or to make concessions. Ultimately, the Board of School Directors retains final authority to adopt the terms of this Plan, consistent with applicable law and its meet-and-discuss obligation under 24 P.S. § 11-1164.

The administrators' representatives for meet-and-discuss purposes shall be selected by a majority of the administrators covered by this Plan, consistent with 24 P.S. § 11-1164. The Board shall provide reasonable advance notice of any proposed changes to this Plan and shall afford representatives a meaningful opportunity to meet and discuss prior to Board action, except in the limited circumstances described in Article VII.

THIS ADMINISTRATIVE COMPENSATION PLAN IS ADOPTED BY THE BOARD.

____
President, Board of School Directors

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Secretary, Board of School Directors

Date: ____________________

<u>Acknowledged by Act 93 Administrative Team Representative:</u>

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Act 93 Chairperson

Date: ____________________