

AGREEMENT

BETWEEN

*KUTZTOWN AREA SCHOOL
DISTRICT*

AND

*KUTZTOWN AREA TEACHERS'
ASSOCIATION*

JULY 1, 2019

TO

JUNE 30, 2022

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ARTICLES OF AGREEMENT

THIS AGREEMENT, made this 17th day of April, 2018 by and between **KUTZTOWN AREA SCHOOL DISTRICT**, hereinafter referred to as "Employer" or "District,"

AND

KUTZTOWN AREA TEACHERS' ASSOCIATION hereinafter called the "Association."

WITNESSETH:

In order to promote the needs of education in the Kutztown Area School District, the parties covenant and agree as follows:

I. Recognition

Employer hereby recognizes Association as the exclusive bargaining agent for the Professional Employees of the Kutztown Area School District, excluding administrators and supervisors.

II. Terms

Length of Contract: 3 years, beginning July 1, 2019 and effective through June 30, 2022.

III. Wages And Salaries

The salary and wage range progression shall be as provided in Appendix A attached to these Articles of Agreement.

IV. Dues Deduction

During the term of this Agreement, the Employer shall deduct biweekly for ten (10) pay periods beginning with the first pay period in October from the compensation of professional Employees all initiation fees and dues as certified to Employer by the Association and as voluntarily authorized by Employees and remit the same to the Treasurer of the Association.

Each nonmember in the bargaining unit represented by the Association shall be required to pay a Fair Share fee as provided for by Act 84 of 1988.

If any legal action is brought against the Employer as a result of any actions it is required to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the Employer at the Association's expense and through counsel selected by the Association. The Employer agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the Employer does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

The Association agrees in any action so defended to indemnify and hold the Employer harmless for any monetary damages the Employer might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this hold harmless provision will not

apply to any legal action which may arise as a result of any willful misconduct by the Employer or as a result of the Employer's failure to properly perform its obligations under this Article.

V. Other Employee Benefits

The parties agree that other Employees' benefits to be provided under these Articles of Agreement are accurately reflected in Appendix B attached to and made part of these Articles of Agreement.

VI. Insurance

During the term of these Articles of Agreement, the Employer shall provide:

A. Medical Insurance

For Employees eligible under the district's group plan who elect to be insured, the Employer shall, during the term of these Articles of Agreement, provide Medical Benefits for professional Employees and their dependents. This coverage shall include "Maternity Services" as presently defined in the Berks County School Districts' Health Trust Agreement. In addition, the Employer shall pay for United Concordia Dental (Basic Plan) as described in the United Concordia Certificate of Insurance booklet, as provided to Employees in the 2010-11 contract year and Blue Cross Vision Plan Max 200 issued by Capital Advantage Insurance Company. The Employer shall make every reasonable effort to secure Family Dental and vision coverage at the group rate. At the Employee's option, the cost of such additional dental insurance coverage and/or vision insurance coverage shall be paid by the Employee and the cost thereof shall be deducted from his/her compensation by the Employer. Coverage will be subject to the following:

1. The Employer agrees that the Berks County School Districts' Health Trust will be retained unless the Employer chooses substantially equivalent coverage as a replacement. The Employer shall include the Association's joint participation in investigating alternative coverage. Disputes, if any, will be resolved through the grievance procedure.
2. Annual medical deductibles shall be as set by the Berks County School Districts' Health Trust.

In the event that the Employer chooses substantially equivalent coverage, the annual medical deductibles shall be equivalent to the Berks County School Districts' Health Trust.

3. Employees will pay the following percentage costs of medical insurance (Premium Share) during this contract:

2019-2020	14.5%
2020-2021	15%
2021-2022	15%

The actual dollar-cost of premium share will be determined prior to the start of each year and will depend on the actual cost of medical insurance in each year of the contract.

4. Benefit Waiver

Prior to the period of time designated by the District as the "Plan Year" as required by the IRS Section 125, in addition to the option of selecting coverage under a Health Benefit Plan for the upcoming Plan Year, Employees shall also have the option to elect not to be covered under any of the District-sponsored Health Benefit Plans for the Plan Year. The time period to elect the benefit waiver will be the same as the annual open enrollment period, which is the month of May.

An Employee who waives all coverages available to the Employee, the Employee's spouse, and all dependent(s), must elect this option annually on a form provided by the District and provide satisfactory evidence to the District that the Employee and his/her spouse/dependents have existing alternate basic health insurance coverage and must reapply annually to qualify for the benefit waiver and demonstrate that such coverage will be in force each year coinciding with the years of this Agreement in order to be eligible for the annual cash payments described herein.

An Employee who waives medical coverage available to the Employee, the Employee's spouse, and all dependent(s), for a Plan Year, shall be eligible to receive a cash payment equal to thirty-five percent (35%) of the full annual premium rate for the subsequent year, which includes prescription, but not dental or vision benefits. The amount of the cash benefit waiver shall be determined based upon the Employee's eligibility status (single, husband/wife, parent/child, parent/children, or family) as of the open enrollment period for each year of the Contract. If the employee's spouse is also an employee of the District, the amount of the cash benefit waiver will be limited to 35% of the full annual premium for a single (one) employee. The cash payment shall be made by the District to the Employee in two installments. The first payment will be included in the last paycheck issued prior to December 31st of the given year. The second payment will be included in the last check issued prior to June 30th of the given year.

Waived health coverage may be reinstated during the year due to a change in status as defined by Section 125 of the Internal Revenue Code. Examples of change in status include: changes in employment, changes in dependents, and changes in health plan coverage. A written request for reinstatement must be submitted to the Business office. Reinstatement of the affected benefits will occur on the day of the change in status or the day when the reinstatement request is received by the Business Office whichever is later.

In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health insurance benefits as provided in the Collective Bargaining Agreement.

In no event will the waiver policy be used to circumvent any rights an employee or their dependent may have under state and/or federal rules, regulations, or law.

This contract provision will expire on June 29, 2022.

B. Group Insurance Plan/Income Protection Plan

The employer shall provide a group insurance plan and/or income protection plan in case of sickness or accident to provide professional Employees with the following (as outlined in current Assurant Employee Benefits, or equal policy):

1. Accident protection to age sixty-five (65).
2. Protection for sickness to age sixty-five (65).
3. Benefit payments shall begin after the Employee has exhausted all accrued sick leave, or upon the thirty-first (31st) day of continuous total disability resulting from accidental bodily injury or sickness, whichever is later.
4. During the first six (6) months the amount of monthly benefit is an amount which, in combination with income provided by any Workers' Compensation Laws, will not exceed one hundred percent (100%) of gross monthly salary prior to disability.
5. Beginning with the seventh (7th) month and thereafter, the amount of monthly benefit will be reduced by any disability income the Employee may receive under the Federal Social Security Act, including any benefits provided by dependents, any Workers' Compensation Laws and any benefits paid or payable from the Public School Employee's Retirement System of Pennsylvania or any other retirement plan contributed to by the Employer. However, in no event shall the total monthly benefit, when added to all other public disability income, exceed an amount equal to sixty-six and two-thirds percent (66 2/3%) of gross monthly salary prior to the date total disability commenced.

A minimum monthly benefit of fifty and 00/100 dollars (\$50.00) is payable, regardless of any reduction formula.

6. Provided group insurance plan/income protection plan can be obtained at substantially the same cost as the plan mentioned above, then the coverage would be changed to: Benefit payments shall begin upon the sixty-first (61st) day of continuous total disability resulting from accidental bodily injury or sickness.

C. Group Life Insurance

The employer shall provide group life insurance coverage for all professional Employees in the face amount of forty five thousand and 00/100 dollars (\$45,000.00) per professional employee during each contract year.

The Employer shall make every reasonable effort to maintain a life insurance contract with a carrier which will afford Employees the opportunity to file an application for the purchase of additional life insurance up to the maximum amount provided by Employer under the terms of these Articles of Agreement. The cost of such additional life insurance coverage shall be paid by the Employee and the cost thereof shall be deducted from his/her compensation by Employer.

D. Flexible Spending Plan

The Employer shall offer a Flexible Spending Plan (Plan 125) to Bargaining Unit members.

E. Insurance Copies

During the term of these Articles of Agreement, Employer shall provide the Association with copies of all master insurance contracts relating to these Articles of Agreement.

Employer shall notify Association, in writing, of any and all changes, including additions, revisions and deletions relating to insurance benefits as provided in these Articles of Agreement. Such written notification shall be provided, immediately, to the person designated by Association.

F. Retirement Insurance Benefit

Any professional employee who retires from the District shall have the option of continuing at his/her own expense all health insurance coverages until the employee is eligible for Medicare coverage.

VII. Leaves Of Absence

During the term of these Articles of Agreement:

A. Sick Leave

Each Employee shall receive ten (10) sick days per year, which will be accumulated if not used. Each Employee may annually use up to five (5) days of these ten (10) days for family medical concerns. As in the Pennsylvania School Code, immediate family shall be defined as "father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee makes his home."

B. Association Leave

Paid leave shall be granted for two (2) delegate days per year to attend Association conferences for a period of time not to exceed a total of two (2) school days. Up to three (3) additional delegate days will be allowed provided that Association reimburses the Employer, whenever a substitute is hired, at the then current substitute per diem rate.

C. Personal Days

During the terms of these Articles of Agreement, each non-tenured Employee shall be granted, upon request, one (1) paid personal day per year without stipulated reason. Each tenured professional Employee shall be granted two (2) paid personal days, without stipulated reason, each year.

Unused personal days shall be cumulatively carried over from year to year. The maximum number of days any one Employee may use in a given year shall not exceed five (5) days. Any unused personal days at retirement shall be considered sick leave days and reimbursed at the then current severance rate.

1. The maximum number of Employees covered under these Articles of Agreement to be granted personal leave on a given day shall be:
 - a. Not more than ten percent (10%) of the number of full-time professional employees within any one building shall be allowed a personal day on any one (1) school day.
 - b. Employees serving more than one building shall be apportioned among the buildings they serve.
 - c. No personal leave shall be granted during the first five (5) days of the student year. In the event of a "once in a life" or emergency event, an employee may request approval to use personal days at the discretion of the Superintendent.
 - d. Approval of personal days on staff inservice days will be at the discretion of the Superintendent.
2. In the event the number of requests exceeds the specified limit, approval shall be given in the order of receipt.
3. Requests should, if possible, be submitted at least forty-eight hours (48) in advance to the appropriate building principal.

D. Bereavement Leave

1. Employees shall be granted up to five (5) days for the death of a spouse, parent, step-parent, child, step-child, brother, or sister.
2. Employees shall be granted up to three (3) days for the death of a mother-in-law, father-in-law, grandparent, step-grandparent, grandchild, step-grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, aunt, uncle, or any relative residing in the employee's household.

E. Child Rearing Leave

1. All child rearing employees and all adopting employees who wish to continue employment following a period of absence taken for the purpose of rearing their child, shall be granted a child rearing leave of absence without pay in accordance with all applicable state and federal laws and/or rules and regulations.
2. An Employee who wishes a child rearing leave of absence without pay must submit notification for such leave, in writing, to the office of the District Superintendent not later than forty-five (45) days prior to the proposed

effective date of the child rearing leave. The written notification for child rearing leave shall specify the anticipated beginning and ending date of the leave.

3. Unless otherwise approved by the District Superintendent, all child rearing leaves shall be for at least one student marking period of a school year and shall terminate effective with the beginning of the marking periods as established by the District calendar for the school year involved.
4. The maximum length of the leave shall be the equivalent of one school year. The maximum length of the leave may be waived by written approval of the District Superintendent in the event of extenuating circumstances that the Superintendent, in his/her sole discretion, deems sufficient.
5. An Employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A written request for an early termination of an approved child rearing leave must be made to the office of the District Superintendent at least thirty (30) days prior to the new termination date being requested.
6. An Employee who has been granted a child rearing leave of less than one school year shall have the leave extended if the request is made in writing to the office of the District Superintendent at least forty-five (45) days prior to the termination of the original leave. Approval of a request for an extension of a child rearing leave of less than one school year made less than forty-five (45) days prior to the termination of the original leave is at the discretion of Superintendent.
7. The right to be reinstated to the position held prior to the leave is subject to the Employee's and the District's rights under the School Code.
8. An employee granted a child rearing leave may be allowed to remain a member of the District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if he/she requests that they be allowed to remain a member of the plans prior to the beginning of the child rearing leave. Because the District pays premiums one month in advance, the Employee must submit monthly premium payments to the Business Office at least one month in advance of the date that each premium payment is due.
9. In order to qualify hereunder, the child shall not be more than six (6) years of age at the time of the request referred to in Clause 1 hereof. For an adopted child older than six (6) years of age, the child rearing leave shall be granted provided that the request for child-rearing leave be made within one (1) year of the date of final adoption.

F. Sick Day/Personal Day Exchange

Tenured Professional Employees ending the prior school year with sixty (60) or more sick days have the option to convert sick days to personal days. Eligible Employees

must submit a Sick Day/Personal Day Exchange Form to the District Business Administrator between July 1st and August 15th, prior to the relevant school year.

Eligible Employees may opt for one of the three following options in lieu of the ten (10) sick days and two (2) personal days provided to Tenured Professional Employees in Article VII, Sections A and C herein:

1. Eight (8) sick days and three (3) personal days,
2. Six (6) sick days and four (4) personal days, or
3. Four (4) sick days and five (5) personal days.

Eligible Employees may not select an option that results in beginning the school year with more than five (5) personal days. Professional Employees who do not meet the criteria for this exchange will receive sick and personal leave as defined in Article VII of this contract. This exchange option does not alter the limits on accumulation of or use of Leave as defined within this contract.

VIII. Working Conditions And Other Provisions

During the term of these Articles of Agreement, the Employer shall provide:

A. Liability

The Employer shall provide coverage for Employees in the carrying out of their duties relating to the administering of medications and first aid. The relevant provisions of the policy of insurance relating to this matter, prepared by the insurer of the Employer, are attached to these Articles of Agreement and are marked as Appendix F.

In the event an Employee, when carrying out his/her duties for the Employer, is assaulted by a pupil, the Employer shall provide the opportunity to have the assaulted Employee meet with counsel, selected by the Employer, for the purpose of advising the assaulted Employee of his/her legal rights arising from said assault.

In the event an Employee, when carrying out his/her duties for the Employer, is assaulted by a pupil and the assaulting pupil is brought before the Board of School Directors for disciplinary hearing, the Employer shall provide for the use of the assaulted Employee counsel fees not to exceed two hundred fifty and 00/100 dollars (\$250.00) so that the assaulted Employee can have legal representation at the hearing.

B. Seniority Statement

Seniority shall mean the total length of service from Employee's earliest contract signing as a continuous temporary Professional Employee or as a continuous Professional Employee in the Kutztown Area School District. Seniority for service rendered on a part-time basis shall be prorated proportionately to the time worked. Teachers who work beyond the normal school year shall not accrue additional seniority.

Employees who are entitled to seniority credit by virtue of the Veterans Preference Act (Act 51, as amended), shall have an asterisk (*) placed behind their name, but their relative position on the seniority list shall remain unchanged. It shall be the responsibility of Employee to notify the Employer of such eligibility.

Employer shall furnish to the Association and each member of the bargaining unit a seniority list of all Employees who are members of the bargaining unit and covered by the negotiated Agreement. This list will show the names of all such Employees along with their areas of certification in order of their seniority ranking. This list will be furnished by October 25th annually.

An Employee shall have until November 25th annually in which to challenge the seniority list by notifying, in writing, the Employer and the Association. A committee consisting of three (3) representatives of the Association and three (3) from the school district Board of School Directors and/or administration shall meet within five (5) workdays following the challenge period for the purpose of resolving such challenges.

When two or more Employees are determined to have equal seniority, the tie shall be broken prior to the annual printing of the seniority list.

1. The first tiebreaker shall be cumulative professional service in the Kutztown Area School District.
2. If the issue remains unresolved, the next tiebreaker shall be: All full-time substitute service in the Kutztown Area School District. (This shall refer to service in the same position for 45 or more days with a prorating of part-time service.)
3. If Employees continue to have equal seniority after consideration of all of the above listed factors, then a method of casting lots shall be used to determine those Employees' positions on the seniority list. The particular method of casting lots shall be determined by the Association, the Employer and/or its representatives.

Seniority shall continue to accrue during furlough and all approved leaves of absence.

Break in Service: An Employee's seniority shall be lost and an Employee's name removed from the seniority list by any of the following:

- retirement
- discharge for cause
- resignation

C. Suspension/Recall/Staff in Force

For purposes of this clause, the terms "furloughed" and "suspended" shall be interpreted to be identical in definition.

When the district finds it necessary to reduce the number of professional staff, it shall take place by normal attrition, whenever possible. If this is not possible, Employees shall be suspended as outlined in the Pennsylvania School Code, as amended.

Full-time Professional Employees who are involuntarily demoted to part-time status shall receive full-time seniority, except that a full-time Employee who is voluntarily demoted to part-time shall receive prorated seniority.

Seniority shall continue to accrue during suspension and all approved leaves of absence.

When it appears that a reduction in staff is necessary, Employer shall meet with the President of Association prior to the notification of the Employee(s) involved, for the purpose of discussing possible methods of avoiding Employee suspension(s). This meeting shall be held no later than July 15th of each year. The district shall notify Employee(s) and Association President thirty (30) calendar days prior to the furlough/suspension.

When the professional staff is to be reduced, the school district shall realign its professional staff so as to insure that more senior Employees are provided the opportunity to fill positions for which they are certified and which are being filled by less senior Employees.

Furloughed Employees shall be reinstated on the basis of their seniority within the Kutztown Area School District. No new appointment shall be made in any subject area in which there is an available suspended Employee who is properly certified to fill the vacancy.

Should there be more than one (1) Professional Employee hereunder with exactly the same number of years of seniority in the same area of certification, the individual with the more senior position on the most recently applicable seniority list shall be considered the most senior Employee.

Recalled Professional Employees hereunder shall be compensated commensurate with their total credited years of experience and educational level based on the salary schedule in force at the time of the recall. There will be no increase in credit years of service for the time on furlough.

Suspended Professional Employees hereunder may refuse a temporary substitute position. However, if the suspended Employee refuses a permanent position for which the individual has proper certification, this refusal shall be considered as a resignation from employment in the district. Accordingly, the Employee's name will be removed from the recall list and the Employee will be so notified.

A furloughed Professional Employee hereunder enrolled in a college course or program during the period of suspension and who is recalled, shall be given the option of delaying his/her return to service until the end of the current college semester.

Suspended Employees must annually, by the anniversary date of the suspension, report to the Superintendent's office, in writing, of his/her current status and his/her intent to accept the same or similar position when offered. It shall be the responsibility of the Employee to notify the Superintendent's office, in writing, of any address change. Failure to report availability will result in removal from the recall list.

A Professional Employee hereunder who is suspended will be given the opportunity to place his/her name on the approved day-to-day substitute list and when used as a substitute, shall be compensated at the approved daily substitute rate. Suspended Professional Employees hereunder may substitute in a teaching area within their area of

certification or outside the area of their certification when a certified substitute cannot be secured by the district, providing that there is no violation of the Professional Personnel Certification and Staffing Policies and Guidelines of the Pennsylvania Department of Education, as may be amended.

In the event that any provision of this seniority and recall article shall be in conflict with any provision of the School Laws of Pennsylvania, as the same may be amended from time to time, the School Laws shall prevail.

D. School Year

Employees shall not be required to be on duty for more than one hundred eighty-seven (187) days in each of the contract years.

1. Employees assigned professional duties beyond the regular school year shall be paid at a per diem rate of one one hundred eighty-seventh (1/187th) of a regular salary in each of the contract years.
2. Professional duties such as summer school teaching, curriculum development, adult classes, homebound instruction, driver education, and after-school detention shall be compensated during the term of these Articles of Agreement at the rate of \$27.00/hour.

No such duties (D-1 and D-2) will be assigned without the consent of the Employee.

E. Just Cause

The Board agrees that no Professional Employee shall be discharged, suspended or given written reprimand without just cause, except that the discharge provision shall exclude members of the bargaining unit who have not been granted tenure.

Extracurricular activities are not subject to any just cause provision.

F. Assignment of Duties

All Professional Employees hereunder shall be given written notice of their assigned buildings and subject assignments no later than the first day of August. In the event that changes in assignments are made due to unforeseen circumstances or changes in conditions, all Employees affected shall be notified with dispatch and given the opportunity to discuss the reassignment with the person responsible.

G. Notification of Vacancies

During the articles of this agreement, each employee shall receive notification of all professional vacancies in the District.

1. Vacancies will be posted in each building (in both the office and faculty room), simultaneously.
- ~~2. Applicants from within the staff will be notified, in writing, of their acceptance or rejection for the position.~~
3. Vacancies shall not be filled until they have been properly advertised to the staff for five (5) business days.

IX. Grievance and Complaint Procedures

The parties agree that during the term, grievances and complaints shall be resolved in accordance with the grievance and complaint procedures as described in Appendices C and D.

X. No Strike - No Lockout

As a condition of the various provisions of these Articles of Agreement to which the parties have agreed, the bargaining agent (Association) pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 88/195) prior to July 1, 2022. Employer pledges that it shall not conduct, or cause to be conducted, a lockout prior to said date.

XI. President's Release Time

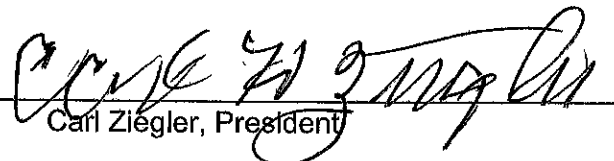
The Employer shall schedule no meetings with the Association President during school hours unless and/or until class coverage is available.

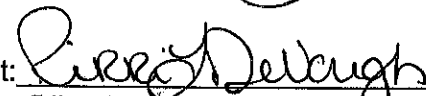
XII. Salary Adjustment and Payment

Salary adjustment and payments are accurately reflected in Appendix A attached to and made a part of these Articles of Agreement.

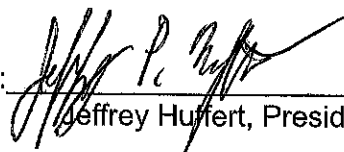
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers the day, month and year aforesaid.

KUTZTOWN AREA SCHOOL DISTRICT

By: 
Carl Ziegler, President

Attest: 
Rikki DeVough, Secretary

KUTZTOWN AREA TEACHERS ASSOCIATION

By: 
Jeffrey Huffert, President

Attest: 
Melissa Till-Smith, Secretary

APPENDIX A - COMPENSATION

A. Salary

The salary of each Professional Employee hereunder shall be based on the following salary schedules: 2019-2020, 2020-2021, 2021-2022.

B. Salary Schedule

Salary schedules shall be structured as 14 steps and 9 columns (B; B+12; B+24; M/MEq; M+12; M+24; M+36; M+48; M+60). The following wage package increases, inclusive of increment in each year, in accordance with the schedules shall be:

2019-2020: Act 1 Index* + 0.2

2020-2021: Act 1 Index* + 0.1

2021-2022: Act 1 Index* + 0.1

* The wage package increases will be equivalent to the KASD Act 1 Base Index not including any exemptions for which the KASD might seek and receive approval increased by the adjustment enumerated above, within the following parameters:

- Minimum total increase of 1.5%, inclusive of increment.
- Maximum total increase of 3.0%, inclusive of increment.

In the event that the Act 1 index is eliminated, the most recently used calculation will be used for the years remaining in the contract.

KUTZTOWN AREA SCHOOL DISTRICT 2019-2020, 2020-2021, and 2021-2022 SALARY SCHEDULES

Attached, for examples purposes, are possible salary schedules if the matrix were to remain constant and the Act 1 Index creates raises of 2% each year. The actual salary schedule will be published in the Fall of the preceding year (upon publication of the KASD Act 1 Base Index and agreement upon the updated matrix).

Once a salary schedule has been established by the Association and reviewed and approved by the Employer, the parties shall attach the schedule to this Agreement.

By September 30th, the District will provide the Association president with the matrix updated to reflect the step and column placements of all full-time and part-time bargaining unit members as of September 15th of that year. Should the parties be unable to agree on the actual updated matrix within fifteen school days of its submission by the District to the Association, a disagreement will be deemed to exist.

Upon agreement to the updated matrix and publication of the Act 1 Base Index, the Association will apply the updated matrix to the current year's salary schedule to determine a theoretical base payroll. They will increase this base payroll by the negotiated Act 1 Index-based percentage noted above. The Association will design and submit a salary schedule for the next school year to the District for approval.

Should the parties be unable to agree on the actual salary schedule within fifteen school days of its submission by the Association to the District, a disagreement will be deemed to exist.

When a disagreement exists, either party may then request binding arbitration by notifying the other within 10 school days of the disagreement date. A request to the Pennsylvania Bureau of Mediation for a list of arbitrators will be made by the notifying party immediately thereafter. The arbitration concerning this issue only shall proceed as follows:

1. Within 15 school days of the receipt of the request to arbitrate each party shall submit to the other the version of the matrix or salary schedule in dispute that it wishes to be attached to the contract.
2. The selected arbitrator shall be required to choose either the Association's version or the District's version of the disputed document. If the disputed document is the matrix, the Association shall use the selected matrix to create and submit a salary schedule as instructed above. If the disputed document is the salary schedule, the parties shall attach the schedule selected by the Arbitrator to this Agreement.

The 2017-18 matrix, the most recent available at the time the contract was created, was used to create the example salary schedules which follow:

Step	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	M+60	Total
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	1	0	0	0	0	0	1
3	1	0	0	2	0	0	0	0	0	3
4	0	0	0	2	0	0	0	0	0	2
5	0	0	0	0	0	0	0	0	0	0
6	1	0	1	3	0	0	0	0	0	5
7	0	0	1	2	0	0	0	0	0	3
8	0	0	0	3	0	0	0	1	0	4
9	0	0	2	1	1	0	0	0	0	4
10	0	0	0	2	1	0	0	0	0	3
11	0	0	0	0	0	0	1	0	1	2
12	0	0	0	1	0	0	2	0	0	3
13	0	0	1	4	1	0	1	0	1	8
14	0	0	10	21	11	9	9	7	23	90
Total:	2	0	15	42	14	9	13	8	25	128

Sample 2019-2020 Schedule
(using 2% and '17-'18 matrix)

Step In Contract	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	M+60/Dr.
1	52,003	54,763	57,596	60,429	63,262	66,095	68,927	71,760	74,593
2	52,268	54,860	59,098	61,931	64,764	67,597	70,429	73,262	76,095
3	52,533	54,956	60,600	63,433	66,266	69,098	71,931	74,764	77,597
4	52,798	55,052	62,102	64,935	67,767	70,600	73,433	76,266	79,099
5	53,062	55,148	63,604	66,437	69,269	72,102	74,935	77,768	80,600
6	53,327	55,244	65,106	67,938	70,771	73,604	76,437	79,270	82,102
7	53,592	55,340	66,607	69,440	72,273	75,106	77,939	80,771	83,604
8	54,905	56,653	68,109	70,942	73,775	76,608	79,440	82,273	85,106
9	56,273	58,020	69,611	72,444	75,277	78,110	80,942	83,775	86,608
10	57,859	59,607	71,113	73,946	76,779	79,611	82,444	85,277	88,110
11	59,637	61,385	72,615	75,448	78,280	81,113	83,946	86,779	89,612
12	61,727	63,475	74,117	76,950	79,782	82,615	85,448	88,281	91,113
13	64,922	66,670	75,619	78,451	81,284	84,117	86,950	89,783	92,615
14	69,934	71,681	77,120	79,953	82,786	85,619	88,452	91,284	94,117

Sample 2020-2021 Schedule
(using 2% and '17-'18 matrix)

Step In Contract	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	M+60/Dr.
1	52,500	55,436	58,445	61,454	64,463	67,472	70,480	73,489	76,498
2	52,765	55,533	59,947	62,956	65,965	68,974	71,982	74,991	78,000
3	53,030	55,629	61,449	64,458	67,467	70,475	73,484	76,493	79,502
4	53,295	55,725	62,951	65,960	68,968	71,977	74,986	77,995	81,004
5	53,559	55,821	64,453	67,462	70,470	73,479	76,488	79,497	82,505
6	53,824	55,917	65,955	68,963	71,972	74,981	77,990	80,999	84,007
7	54,089	56,013	67,456	70,465	73,474	76,483	79,492	82,500	85,509
8	55,402	57,326	68,958	71,967	74,976	77,985	80,993	84,002	87,011
9	56,770	58,693	70,460	73,469	76,478	79,487	82,495	85,504	88,513
10	58,356	60,280	71,962	74,971	77,980	80,988	83,997	87,006	90,015
11	60,134	62,058	73,464	76,473	79,481	82,490	85,499	88,508	91,517
12	62,224	64,148	74,966	77,975	80,983	83,992	87,001	90,010	93,018
13	65,419	67,343	76,468	79,476	82,485	85,494	88,503	91,512	94,520
14	70,431	72,354	77,969	80,978	83,987	86,996	90,005	93,013	96,022

Sample 2021-2022 Schedule
(using 2% and '17-'18 matrix)

Step In Contract	Bachelors	B+12	B+24	Masters	M+12	M+24	M+36	M+48	M+60/Dr.
1	53,000	56,126	59,325	62,524	65,723	68,922	72,120	75,319	78,518
2	53,265	56,223	60,827	64,026	67,225	70,424	73,622	76,821	80,020
3	53,530	56,319	62,329	65,528	68,727	71,925	75,124	78,323	81,522
4	53,795	56,415	63,831	67,030	70,228	73,427	76,626	79,825	83,024
5	54,059	56,511	65,333	68,532	71,730	74,929	78,128	81,327	84,525
6	54,324	56,607	66,835	70,033	73,232	76,431	79,630	82,829	86,027
7	54,589	56,703	68,336	71,535	74,734	77,933	81,132	84,330	87,529
8	55,902	58,016	69,838	73,037	76,236	79,435	82,633	85,832	89,031
9	57,270	59,383	71,340	74,539	77,738	80,937	84,135	87,334	90,533
10	58,856	60,970	72,842	76,041	79,240	82,438	85,637	88,836	92,035
11	60,634	62,748	74,344	77,543	80,741	83,940	87,139	90,338	93,537
12	62,724	64,838	75,846	79,045	82,243	85,442	88,641	91,840	95,038
13	65,919	68,033	77,348	80,546	83,745	86,944	90,143	93,342	96,540
14	70,931	73,044	78,849	82,048	85,247	88,446	91,645	94,843	98,042

D. Horizontal Advancement on the Salary Schedules

1. Credits for the Bachelor's plus or Master's degree certificate levels must be graduate level or In-Service (Intermediate Unit) credits approved by the Pennsylvania Department of Education. These courses also require pre-approval by the Superintendent.
2. Credit for horizontal increases above the Master's levels shall be granted for all approved graduate courses, approved undergraduate courses as directed by the Superintendent, or approved graduate-level In-Service (Intermediate Unit) courses.
3. Approved credits earned prior to the Master's levels that were not used for that Master's degree can be used for the Master's plus levels.
4. All employees currently holding, or meeting the requirements of a Master's Letter of Equivalency prior to June 30, 2010 and any employees hired during the term of this contract that at the time of their hiring hold a Pennsylvania Master's Letter of Equivalency shall have the Letter of Equivalency recognized as a Master's degree. Employees hired during the term of this contract that at the time of their hiring hold a Master's Letter of Equivalency from a state other than Pennsylvania shall have the Master's Letter of Equivalency recognized as a Master's degree based upon superintendent verification of comparability to Pennsylvania's Letter of Equivalency

requirements and subject to superintendent approval. Courses to be applied toward a Master's Letter of Equivalency must be pre-approved by the Superintendent.

5. Employees are limited to one column movement per year.

E. Part-time Employee Salary and Benefits

1. Part-time employees' salary and benefits shall be calculated as follows:
 - a. Determine the total number of hours worked per day. The hours will be based upon the formal schedule established by the administration.
 - b. Divide the total number of hours worked by seven (7) hours to compute the percentage of hours worked, minus lunch. If the employee is scheduled for lunch as part of the workday, include the one-half hour lunch as part of the hours worked by dividing by seven and one-half (7.5) hours to determine the percentage of the day worked.

Example 1: If an employee worked 3.5 hours per day and was not scheduled for lunch, then to compute the percent of the day worked the format would be 3.5 hrs. divided by 7 hrs., which equals fifty percent (50%) of the workday.

Example 2: If an employee worked 6.0 hours per day and were scheduled for lunch, then that day would be computed as 6 hrs. divided by 7.5 hrs., which equals eighty percent (80%) of the workday.

Example 3: Full day employee assignments are prorated on the 187 day contract year.

- a. Multiply this percentage by the appropriate step on the salary schedule to determine the employee's annual salary.
- b. Part-time professional employees working fifty percent (50%) or more hours per week shall receive:
 1. The Berks County School Districts' Health Trust coverage for the employee and dependents and will pay Premium Share as per Section VI, Item A.3. of this contract.
 2. Income Protection Insurance (100%)
 3. Life Insurance (100%)
 4. Family Health Plan (prorated*)
 5. Sick and Personal Leave (prorated*)
 6. Tuition Reimbursement (prorated*)
 - a. Part-time professional employees working less than fifty percent (50%) of the work week shall receive:
 - i. Family Health Plan (prorated)
 - ii. Sick and Personal Leave (prorated)

For purposes of this agreement, the term prorated shall mean an amount equal to the percentage of the regular work week a part-time employee is assigned to work. For example, a

teacher assigned to work four days per week shall receive eighty percent (80%) of those benefits noted above that are to be prorated.

F. Extra Duty

1. The Board of School Directors reserves the right to fill or leave vacant any extra duty position.
2. Each Extra Duty is a year-to-year contract. Positions will be posted annually.
3. Extra duty schedules are attached to these Articles of Agreement and are to be marked as Appendix E.

G. Retirement Benefits

1. Final Year of Service Increment

Upon notification to the Employer, a Professional Employee with fifteen (15) or more years of service in the Kutztown Area School District shall receive an increment equivalent to \$100/year of service up to a maximum of \$3500.00. To receive the increment, a Professional Employee must submit his/her irrevocable letter of retirement at least 120 days prior to the date of retirement.

2. Pay for Unused Sick Days

Upon the retirement of a Professional Employee hereunder, such individual shall receive compensation for each accumulated sick day at the rate of twenty-five dollars (\$25.00) per day not to exceed 190 days.

H. Mileage Reimbursement

During the term of these Articles of Agreement, mileage reimbursement shall be determined as follows:

When a personal vehicle of a Professional Employee is used for school business, as authorized by the principal, mileage reimbursement shall be at a mileage rate equivalent to the maximum standard mileage rate deduction allowable by the Internal Revenue Service.

I. Conference Expenses

During the term of These Articles of Agreement, the Employer shall:

Reimburse its Professional Employees for reasonable expenses incurred in attending conferences, workshops, seminars and similar meetings, subject, however, to the prior approval of the Superintendent as to the estimated expenses and conference, etc. to be attended.

J. Savings Bonds

During the term of these Articles of Agreement, the Employer agrees to deduct the cost of U.S. Savings Bonds in denominations up to one thousand and 00/100 dollars (\$1,000.00) from payroll for those of its Professional Employees who elect to participate.

APPENDIX B - TUITION PAYMENT

Both parties recognize that the purpose of a tuition reimbursement program is to encourage professional growth. During the term of these Articles of Agreement the Employer will:

A. Reimburse tuition costs according to the following terms:

	Type	Reimbursement Method	Notes
A1	Up to Master's degree	Each approved credit times the lesser of (1) the average of PSU Berks and PASSHE graduate tuition rate, or (2) the actual per credit rate. Reimbursement is limited to twelve (12) approved credits per year with no carryover.	<ul style="list-style-type: none"> •Must be graduate level or In-Service (Intermediate Unit) credits approved by the Pennsylvania Department of Education and must be pre-approved by the Superintendent.
A2	Beyond Master's/ Master's Equivalency	Each approved credit times the lesser of (1) the average of PSU Berks and PASSHE graduate tuition rate, or (2) the actual per credit rate. Reimbursement is limited to nine (9) approved credits per year with no carryover.	<ul style="list-style-type: none"> •All graduate courses or approved undergraduate courses as directed by the Superintendent or graduate-level In-Service (Intermediate Unit) courses. •Superintendent approval of courses must be relevant to the Employee's assignment, area of certification, or be based upon district need.
A3	Sabbatical	Each approved credit times the lesser of (1) the average of PSU Berks and PASSHE graduate tuition rate, or (2) the actual per credit rate. Reimbursement is limited to eighteen (18) approved credits per year with no carryover.	<ul style="list-style-type: none"> •Courses taken in this category will not count toward the credits listed in A2, A4 or A5. •Superintendent approval of courses must be relevant to the Employee's assignment, area of certification, or be based upon district need.
A4	Doctoral degree programs requiring 12 or more credits/year	Each approved credit times the lesser of (1) the average of PSU Berks and PASSHE graduate tuition rate, or (2) the actual per credit rate. Reimbursement is limited to twelve (12) approved credits per year with no carryover.	<ul style="list-style-type: none"> •Superintendent approval for any employee pursuing a degree beyond their Master's degree. Degree programs must be relevant to the Employee's classroom assignment, area of certification, or be based upon district need.
A5	Another Area of Public School Certification (beyond permanent certification)	Each approved credit times the lesser of (1) the average of PSU Berks and PASSHE graduate tuition rate, or (2) the actual per credit rate. Reimbursement is limited to twelve (12) approved credits per year with no carryover.	<ul style="list-style-type: none"> •Employees in this category must have prior approval of the Superintendent for this certification program. The basis of the approval will be the value of the certification area to the School District.

A6	Other	Criteria and limits will be outlined by the superintendent for each course.	<ul style="list-style-type: none"> •Superintendent approval of courses must be relevant to the Employee's assignment, area of certification, or be based upon district need. •The Superintendent may waive requirements, and other restrictions on courses where the superintendent deems beneficial to the district.
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B. The reimbursement of tuition costs shall be subject to the following:

1. **Superintendent Approval** - Reimbursement shall be for courses that allow employees to continue their professional development and to maintain or increase their skills as education professionals in employment with Kutztown Area School District. Courses for reimbursement, for use in column movement, or for both must receive prior written approval from the Superintendent and must be deemed to be of sufficient rigor in order to earn approval. This determination shall be made at the discretion of the Superintendent, prior to the Employee's course registration. The decision regarding each course will be made on an individual basis and will not be precedent setting. The Superintendent is expected to exercise reasonableness in determining sufficient rigor.

2. **Other Courses** - The Superintendent shall have authority to grant reimbursement and/or approval for column movement usage for courses taken in areas other than those listed above. Such action shall not be considered precedent setting nor subject to the grievance procedure; however, requests shall not be unreasonably denied.

3. **Repayment** - An Employee not remaining in the District's employ for at least four (4) full semesters following the completion of the course shall repay tuition reimbursement, unless employment is disrupted by reason of death, illness, reduction in force, or other specific exception approved by the Superintendent in the individual case.

4. **Grade** - Courses with a grade of at least a "B", or "pass" if offered only on a pass/fail basis, will be reimbursed and/or counted for column movement. Proof of grade earned must accompany the college tuition receipt for reimbursement.

5. **Payment** - Payment will be made after the next regularly scheduled Board of Directors meeting following submission of the required documentation. In no case will credits be reimbursed in an amount greater than one hundred percent (100%) of their actual costs. The District will not reimburse courses for which an Employee is reimbursed from other sources.

6. **Course Year Determination** - For purposes of tuition reimbursement, "year" refers to the District's fiscal year, beginning July 1 and ending the next June 30. Courses are counted in the year in which the official end date of the course occurs.

APPENDIX C - GRIEVANCE PROCEDURE

Grievance arising from the interpretation of Articles I through XII of the negotiated agreement and its Appendices A through F, inclusive, shall be subject to the following procedures.

Step I - Within forty-five (45) calendar days of the occurrence of the alleged grievance, the person or persons initiating the grievance shall present it in writing on a form provided by the Association to the administrator involved and to the president of KATA.

The administrator involved shall call a meeting with the aggrieved party and association representative(s) within 5 weekdays after the initial presentation of the grievance. A written reply shall be issued to the aggrieved member, the president of KATA, and the Superintendent within two weekdays of the meeting.

Step II - If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, it shall be referred to the Superintendent within 10 weekdays after the receipt of the written reply. The Superintendent shall call for a meeting with the aggrieved member and association representative(s) within 5 weekdays and issue a written reply to the aggrieved and the president of KATA within 10 weekdays following its receipt.

Step III - If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the board of school directors of the Kutztown Area School District which shall meet with the aggrieved and association representative(s) prior to rendering a decision. Such decision by the board shall be given to the aggrieved and the president of KATA within 32 days of receipt.

Step IV - If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties and the grievance arises out of the interpretation of the agreement, the grievance shall be referred to binding arbitration as provided in Section 903 of the Act. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the board of education shall be final.

APPENDIX D - COMPLAINT PROCEDURE

During the term of this agreement, complaints arising from circumstances other than those covered in this Agreement shall be resolved by the following procedure:

Step I Person or persons initiating the complaint procedure shall present it in writing on a form provided by the Association to the administrator involved and to the president of KATA.

The administrator involved shall call a meeting with the complainant and association representative(s) within 5 weekdays after the initial presentation of the complaint. A written reply shall be issued to the complainant, the president of KATA, and the Superintendent within two weekdays of the meeting.

Step II If the action in Step I above fails to resolve the complaint to the satisfaction of the affected parties, it shall be referred to the Superintendent within 10 weekdays. The Superintendent shall call for a meeting with the complainant and association representative(s) within 5 weekdays and issue a written reply to the complainant and the president of KATA within 10 days following its receipt.

Step III If the action in Step II above fails to resolve the complaint to the satisfaction of the affected parties, the complaint shall be referred to the board of school directors of the Kutztown Area School District which shall meet with the complainant and association representative(s) prior to rendering a decision. Such decision by the board shall be given to the complainant and the president of KATA within 32 days of receipt of the complaint.

APPENDIX E - EXTRA DUTY SCHEDULE

MUSIC

Band Director	6000
Vocal Group Dir. (Pop Group Dir.)	2800
Middle School Band	1750
Middle School Vocal Group Dir.	1050
Elementary Vocal	700
Elementary Band	700

CLASS ADVISORS

Freshman	950
Sophomore	1150
Junior	1350
Senior	1550

EMERGENCY STAFF LEADERS

Greenwich-Lenhartsville Elem	1750
Kutztown Elementary	2000
Middle School	2500
High School	2500

DEPARTMENT LEADERS

Information /Technology Resources	2000
Special Education	2000
Elementary (ELA)	2000
Elementary (Social Studies)	2000
Elementary (Science)	2000
Elementary (Math)	2000
Secondary (ELA)	2000
Secondary (Math)	2000
Secondary (Science)	2000
Secondary (Social Studies)	2000
Special Areas	2000
World Languages	1000

CLUBS/ACTIVITIES

MS History Day Advisor	1400
MS Science Olympiad	1400
MS Yearbook Advisor	1050
MS CTV Advisor	700
MS Student Council Advisor	1050
Academic Challenge Coach	1400
Debate Team	1400
FFA	1400
HS Yearbook	1400
HS History Day	1400
HS Honor Society	1400
HS Science Olympiad	1400
PA Math League	350
Leo Club	350
HS Student Council Advisor	1650
Future City	1400
4H Sewing Club	700

Technology Liaisons

Elementary Buildings	1000
Middle School Building	1000
High School Building	1000

APPENDIX F - LETTERS OF AGREEMENT

Letters of agreement are attached to, but not part of, this Contract. They are not subject to grievance procedure.

A. Full-time Substitute Teachers

Full-time substitute teachers (in same position forty-five (45) continuous days) shall receive the fringe benefits accorded regular teachers in the contract with the exception of child-rearing leave and shall be paid for the first forty five (45) continuous days at the daily substitute rate and then at Step 1, Bachelors column. For substitute teachers employed for the full year, tuition reimbursement shall be paid at the beginning of the next year provided that the eligible teacher is employed in a full-time position for the full year. If a substitute teacher is not reimbursed because he/she is not expected to be employed for the full year and is employed by the District as a full-time substitute teacher in that year, the reimbursement shall be made at the end of the year.

B. Payroll Deductions

During the term of this Agreement, employer agrees to provide payroll deductions for those employees who elect to participate in the Berks County Credit Union.

C. Extra Duty

Any Employee assuming a renewed extra-duty position shall not realize a decrease in salary from the rate shown in the Extra Duty Schedule (Appendix E).

APPENDIX G - EMPLOYEE ASSISTANCE PROGRAM

The District will provide a basic plan covering Professional Employees, spouse and dependent children as covered under the medical plan as generally outlined in the letter from the Lutheran Home dated January 7, 1993 subject to the following:

- A. The District will pay the annual "basic fee" per employee per year.
- B. Counseling sessions per employee and/or family will be limited to a maximum of three (3) per year with a cumulative total of fifty (50) sessions per year for the entire bargaining unit.
- C. Upon notification of the provider that exceptional circumstances dictate the need for additional counseling, the District may, at their sole discretion, extend the bargaining unit maximum listed in "B" above.