AGREEMENT

BETWEEN

KUTZTOWN AREA SCHOOL DISTRICT

AND

KUTZTOWN AREA TEACHERS’ ASSOCIATION

JULY 1, 2022
TO
JUNE 30, 2025
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ARTICLES OF AGREEMENT

THIS AGREEMENT, made this 20th day of April, 2021 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, 2022 and effective through June 30, 2025.

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.

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:

   2022-2023    15%
   2023-2024    15.25%
   2024-2025    15.5%

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, 2025.

**B. Group Insurance Plan/Income Protection Plan**
The employer shall provide a group insurance plan and/or income protection plan in the event 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 one continuous 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 the 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. All days must be reported in full or half days and shall be reported to their principals or direct supervisor.

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.

3. Primary IEP managers may choose one of the following options in order to complete IEP paperwork in a timely and professional manner:
   a. Up to two (2) days of release time from their classroom to work within their school building on completing IEP documentation. These days must be scheduled and approved by the building principal and must be taken in half or full day increments.
   b. Up to fifteen (15) hours spent outside of school hours will be compensated at the professional duties rate listed in D-2 above. This time is to be reported in hourly increments and submitted using a timesheet. These hours may be completed in the school building or off site.

4. Counselors, Certified Nurses, and School Psychologists will work additional days during the summer.
   a. Certified School Nurses will work up to an additional 5 days.
   b. Elementary School Counselors and School Psychologists will be expected to work up to an additional 10 days.
   c. Secondary School Counselors will be expected to work up to an additional 15 days.
   d. The Employee may request to the Principal or Supervisor additional days to complete their duties. Those days must be pre-approved by the Superintendent.
   e. Employees will select their own work days between the final teacher day at the end of the school year and the first teacher day at the start of the following school year. The Employee may choose to work in their assigned buildings or from home.

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 realignment 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: ____________________________
    Karl Nolte, President

Attest: __________________________
    Rikki DeVough, Secretary

KUTZTOWN AREA TEACHERS ASSOCIATION

By: ____________________________
    Jeffrey Hubert, 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: 2022-2023, 2023-2024, 2024-2025

B. Salary Schedules

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:

2022-2023: 2.75%
2023-2024: 2.75%
2024-2025: 2.75%

KUTZTOWN AREA SCHOOL DISTRICT
2022-2023, 2023-2024, 2024-2025 SALARY SCHEDULES

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### 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 forty dollars ($40.00) per day not to exceed 210 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:

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<td>Up to Master's degree</td>
<td>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.</td>
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<tr>
<td>A2</td>
<td>Beyond Master's/ Master's Equivalency</td>
<td>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.</td>
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<td>Sabbatical</td>
<td>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.</td>
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<td>Doctoral degree programs requiring 12 or more credits/year</td>
<td>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.</td>
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<tr>
<td>A5</td>
<td>Another Area of Public School Certification (beyond permanent certification)</td>
<td>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.</td>
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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
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<td>HS Science Olympiad</td>
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<td>Leo Club</td>
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<td>HS Student Council Advisor</td>
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<td>Future City</td>
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<td>4H Sewing Club</td>
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### Technology Liaisons

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<tr>
<td>Middle School Building</td>
<td>1000</td>
</tr>
<tr>
<td>High School Building</td>
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</table>
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. Long-Term Substitute Teachers

Long-term substitute teachers (in the 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 at Step 1, Bachelors column, prorated for the number of days for the assigned placement. When necessary for high demand areas of certification, the Superintendent has the ability to offer limited steps or columns based on education and experience. 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 long-term 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.