

AGREEMENT

between the

KUTZTOWN AREA SCHOOL DISTRICT

and the

**KUTZTOWN AREA SCHOOL DISTRICT SUPERVISORS/ADMINISTRATORS
for the period**

**JULY 1, 2020 through JUNE 30, 2023
(Updated March 1, 2021)**



EFFECTIVE DATE OF SIGNATURE:

This agreement is made and entered into this 1st day of July, 2017 and by and between the KUTZTOWN AREA SCHOOL DISTRICT and the KUTZTOWN AREA ADMINISTRATORS.

BY _____
Kutztown Area School District
Board President

BY _____
Kutztown Area School District
Director of Curriculum, Assessment, and
Professional Development

BY _____
Kutztown Area School District
Board Secretary

BY _____
Greenwich-Lenhartsville Elementary
Principal

BY _____
Kutztown Elementary School
Principal

BY _____
Kutztown Area Middle School
Principal

BY _____
Kutztown Area High School
Principal

BY _____
Kutztown Area Secondary Schools
Assistant Principal

BY _____
Kutztown Area School District
Director of Educational Technology

BY _____
Kutztown Area School District
Director of Athletics, Activities, and Community
Relations

BY _____
Kutztown Area School District
Supervisor of Special Education

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KUTZTOWN AREA SCHOOL DISTRICT

ADMINISTRATIVE COMPENSATION AND BENEFITS PLAN JULY 1, 2020 through JUNE 30, 2023

DEFINITION

For purposes of this agreement, the term “12 Month Administrator” shall refer to the following positions in the Kutztown Area School District:

12-Month Administrators:

- Director of Curriculum, Assessment, and Professional Development
- Director of Educational Technology
- Senior High School Principal
- Middle School Principal
- Elementary Principals
- Director of Athletics, Activities, and Community Relations
- Supervisor of Special Education

For the purposes of this agreement, the term “200 Day Administrator” shall refer to the following positions in the Kutztown Area School District:

210 Day Administrator

- Assistant Secondary School Principal

LENGTH OF AGREEMENT

This agreement shall be in force from July 1, 2020 through June 30, 2023 (three years).

MEDICAL INSURANCE

Each administrator shall be provided with medical insurance.

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

2020-2021: 15%

2021-2022: 15%

2022-2023: The lesser of 15.5% or the premium share negotiated in the KATA Collective Bargaining Agreement for 2022-2023.

**If the index is less than 1% for any of the years of the agreement, then the medical insurance premium share will remain unchanged for the year in question.*

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 Schools Health Insurance Consortium Agreement. In addition, the Employer shall pay for dental insurance coverage (Basic Plan), as provided to Employees in the 2006-07 contract year. The

Employer shall make every reasonable effort to secure Family Dental coverage at the group rate. At the Employee's option, the Employee shall pay the cost of such additional dental insurance coverage and the Employer thereof shall deduct the cost from his/her compensation. Coverage will be subject to the following:

The Employer agrees that the Berks County Schools Health Insurance Consortium Plan 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.

Annual medical deductibles shall be as set by the Berks County Schools Health Insurance Consortium Plan.

In the event that the Employer chooses substantially equivalent coverage the annual medical deductibles shall be equivalent to the Berks County Schools Health Insurance Consortium Plan.

FLEXIBLE SPENDING PLAN

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

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.

LIFE INSURANCE

Each administrator shall be provided with Term Life Insurance in the amount of two-hundred thousand dollars (\$200,000) for each year during the term of this agreement.

The Kutztown Area School District shall make every reasonable effort to maintain a life insurance contract with a carrier which will afford administrators the opportunity to file an application for the purchase of additional life insurance up to the maximum amount provided by Kutztown Area School District under the terms of this agreement. The cost of this additional life insurance coverage shall be paid by the individual administrator and the cost thereof shall be deducted from his/her compensation by Kutztown Area School District.

VACATION DAYS

Administrators will be compensated for all unused vacation days at their daily rate as defined below. Unused vacation days may accumulate to a maximum of thirty (30) days. Administrators may receive full payment for up to thirty (30) unused vacation days upon retirement. Earned vacation days for the current school year may be used through the first full week of August of the following year. During the terms of this agreement, each administrator shall be granted, upon prior approval by the Superintendent, the following vacation benefit:

12-Month Administrators:

1 to 3 years of consecutive service with the district: 15 total vacation days (1.25 days/month) with the option of converting 10 unused days paid at daily rate. Any converted days paid at daily rate may be rolled into the administrator's 403(b) and/or 457 plan.

4 to 9 years of consecutive service with the district: 20 total vacation days (1.67 days/month) with the option of converting 10 unused days paid at daily rate. Any converted days paid at daily rate may be rolled into the administrator's 403(b) and/or 457 plan

10 or more years of consecutive service with the district: 25 total vacation days (2.08 days/month) with the option of converting 10 unused days paid at daily rate. Any converted days paid at daily rate may be rolled into the administrator's 403(b) and/or 457 plan.

210 Day Administrators:

1 to 3 years - 2 total vacation days with the option of converting 2 unused days paid at daily rate. Any converted days paid at daily rate may be rolled into the administrator's 403(b) and/or 457 plan.

4 to 9 years of consecutive service with the district: 3 total vacation days with the option of converting 3 unused days paid at daily rate. Any converted days paid at daily rate may be rolled into the administrator's 403(b) and/or 457 plan.

10 or more years of consecutive service with the district: 5 total vacation days with the option of converting 5 unused days paid at daily rate. Any converted days paid at daily rate may be rolled into the administrator's 403(b) and/or 457 plan.

PERSONAL DAYS

During the terms of this agreement, each administrator shall be granted, upon prior approval by the Superintendent, two (2) paid personal days, without stipulated reason, each year.

Unused personal days shall be cumulatively carried over from year to year, including any unused days as of June 30, of the calendar year. The maximum number of days any administrator 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 accordingly as defined in the "Retirement Benefits" section.

SICK DAYS

During the terms of this agreement, each twelve-month administrator shall be granted twelve (12) sick days each year. Each 200-day administrator shall be granted ten (10) sick days per year.

Unused sick days shall be cumulatively carried over from year to year, including any unused days as of June 30, of the calendar year.

Each administrator may annually use up to five (5) sick days for immediate 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."

RETIREMENT BENEFIT

The district shall make a non-elective employer contribution to employee's 403(b) and/or 457 retirement program in an amount equal to the following:

1. Upon the retirement of an administrator, such individual shall receive compensation for each accumulated sick day at the rate of \$75.00 per day for each unused sick day up to a maximum of 120 days and unused vacation days per daily rate.
2. Any unused personal days at retirement shall be considered sick leave days and reimbursed accordingly.
3. Upon notification to the Employer, an administrator with a minimum of fifteen (15) consecutive 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 \$3,500.00. To receive the increment, the employee must submit his/her irrevocable letter of retirement at least 120 days prior to the date of retirement.
4. Retirement Insurance Benefit - Any administrator who retires from the District shall have the option of continuing at his/her own expense all health insurance coverage to age sixty-five (65).

*The employee shall have no cash option.

CHILDBEARING/ADOPTION LEAVE

Each administrator shall be entitled to leaves of absence, without compensation, in accordance with the then applicable state and/or federal rules, regulations and/or laws subject to the following terms and provisions, provided, however, that the following terms and provisions are then in accordance with the applicable state and/or federal rules, regulations and/or laws relating to the within subject matter:

The qualifying administrator shall file with the office of the Superintendent a written request for child bearing and/or adoption leave as soon as practical. Such written request shall contain a statement as to the commencement and termination of the requested child bearing and/or adoption leave. The period of childbearing and/or adoption leave shall be for a time not to exceed one (1) year. In exceptional cases, the board of school directors may extend the term of childbearing and/or adoption leave beyond one (1) year.

1. Notice of intention to return to work shall be given to the Superintendent in writing not later than sixty (60) days prior to the date on which the administrator intends to resume work. Preferably, such notice of intention to return to work should be given ninety (90) days prior to the commencement of a school year or semester.
2. While on childbearing and/or adoption leave, the administrator shall have the right to retain, with the approval of the applicable insurance companies, at their own expense, health, dental, and life insurance, at the then prevailing rates.
3. Pregnancy related disability shall be treated in the same manner as other temporary disabilities.
4. In order to qualify hereunder, the child to be adopted shall not be more than five (5) years of age as of the time of the request referred to earlier.
5. A male administrator shall be entitled to childbearing and/or adoption leave under the same terms and conditions as childbearing and/or adoption leave is granted to female administrators.

EMERGENCY LEAVE

Leave with pay may be granted for urgent reasons at the discretion of the Superintendent. Urgency shall be the criterion for determining the number of days, as well as the validity of the request.

Emergency leave days may be granted under the following condition(s):

Notification is given to the Superintendent and twenty-four (24) hour notice is requested, when possible. Leave may be taken as full or half days.

JURY DUTY

Each administrator who is called to serve on juries shall be paid their regular salary by the district for such service. All monies, except for mileage costs, received for these services shall be remitted to the district.

BEREAVEMENT LEAVE

Up to five (5) days shall be granted in the event of death of husband, wife, son, step-son, daughter, step-daughter, father, mother, step-father, step-mother, sister, or brother. Up to three (3) days shall be granted in the event of death of parent-in-law, grandparent, step-grandparent, grandparent-in-law, grandchild, step-grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, or near relative who resides in same household or any person with whom the employee has made his/her home. One day (1) shall be granted in the event of death of other near relative. Additional days beyond Code mandate, if necessary, may be authorized under the Emergency Leave provision.

SABBATICAL LEAVE

Each eligible administrator shall be granted a sabbatical leave, upon their request, in accordance with the terms and conditions of the Pennsylvania School Code and Board policy.

HOLIDAYS

All administrators will follow the holiday calendar for district support staff adopted by the board prior to July 1, annually. In the event an administrator is required to work on a district holiday, he/she will receive equivalent time-off for the hours worked during the holiday as determined by the employee and the district Superintendent.

MILEAGE REIMBURSEMENT

Mileage reimbursement shall be determined as follows:

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

Mileage should be calculated on the most economical route.

CONFERENCE EXPENSES

Each administrator shall be reimbursed for reasonable expenses incurred in attending conferences, workshops, seminars and similar meetings, subject to the prior approval of the Superintendent as to the estimated expenses and conference to be attended.

PROFESSIONAL ORGANIZATION MEMBERSHIP

All administrators are entitled to have the membership dues of two (2) professional organizations paid by the school district. Each administrator shall submit the names and costs of such organizations to the Superintendent for prior approval.

SAVINGS BONDS

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 administrators who elect to participate.

TUITION PAYMENT

During the term of this agreement, KASD shall reimburse each administrator for the tuition cost of courses taken for which credit has been received during their employment on the following basis:

Doctoral degree programs tuition reimbursement will be at 100% of cost for a maximum of twelve (12) credits per year. (No pooling or carryover.)

All graduate courses or approved undergraduate courses from regionally accredited institutions as directed by the Superintendent will be reimbursed at 125% of the tuition reimbursement rate, for a maximum of 12 credits/year times the average of PSU Berks and PASSHE graduate tuition rate (i.e., 3 credits x the per credit rate, not a pool of money).

The reimbursement of tuition costs shall be subject to the following:

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 the Kutztown Area School District. Courses for reimbursement must receive prior written approval from the Superintendent and must be deemed to be of sufficient rigor to be reimbursable. This determination shall be made at the discretion of the Superintendent, prior to the Employee's course registration. The District retains sole authority to grant reimbursement for courses taken in areas other than those listed.

Courses with a grade of at least a "B" will be reimbursed, or "pass" if offered only on a pass/fail basis. Proof of grade earned must accompany the college tuition receipt for reimbursement. Payment will be made after the next regularly scheduled Board of Directors meeting following submission of the required documentation. The District will not reimburse courses for which an Employee is reimbursed from other sources.

An Employee receiving reimbursement shall repay the reimbursed amounts if he/she should fail to remain in the employ of the District at least 520 workdays following the completion of the course unless prevented from doing so by reason of death, illness, retirement, reduction in force, or other specific exception approved by the Superintendent in the individual case.

INDEMNITY

The employer shall provide coverage for administrators in carrying out their duties as per the School Leaders' Legal Liability Insurance.

JUST CAUSE

The board agrees that no administrator shall be discharged, suspended or given written reprimand without just cause.

SENIORITY STATEMENT

Seniority shall mean the total length of service from administrator's earliest contract signing or date service began, whichever is the earliest date, 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.

The employer shall furnish to each administrator a seniority list of all employees. This list will show the names of all employees, along with their areas of certification, in order of their seniority ranking. This list will be furnished by October 25 annually.

Administrators shall have equal seniority rights to KATA members.

ASSIGNMENT OF DUTIES

All administrators shall be given written notice of their assigned buildings and assignments preferably no later than the first day of August.

COMPENSATION PLAN

This plan will be developed to promote growth and a successful administrative experience. The plan will contain the following components:

1. Determination of the degree to which an administrative has met the role expectations will be based on the individually derived performance objectives.
2. The Superintendent will be responsible for all administrative evaluations. The Superintendent will be responsible for approving all objectives. The individual will submit objectives no later than September 30th. The Superintendent will approve objectives no later than October 30th. Formal evaluation conferences with the Superintendent and the involved individual will take place no later than June 15th and signed by all parties.
3. Performance percentage raises for each year of the agreement will be based on the evaluation of the individual performance objectives.
4. The first school board meeting in July will award salary increases.

2020-2021, 2021-2022, 2022-2023 School years – Three (3) Year Agreement

Administrators' Salary – 12-month & 210 day positions

Performance Percentage Raises: 2020-2023

Commendable Performance Rating = current salary (index + 1%)

Met Performance Standard = current salary (index + .5%)

Satisfactory Performance but Needs Improvement = current salary (index - .5%)

Unsatisfactory Performance = no salary increase

In addition, at the recommendation of the Superintendent, the school board reserves the right to adjust the salary of individual administrator due to:

Position changes including promotions, lateral transfers, and/or other changes.

As deemed necessary for the district to remain competitive within the local job market.