

**AGREEMENT**

**BETWEEN**

**THE CLAYSBURG-KIMMEL SCHOOL DISTRICT**

**AND**

**THE CLAYSBURG-KIMMEL EDUCATION ASSOCIATION**

**JULY 1, 2020 THROUGH JUNE 30, 2023**

**AGREEMENT BETWEEN THE CLAYSBURG-KIMMEL SCHOOL DISTRICT AND  
THE CLAYSBURG-KIMMEL EDUCATION ASSOCIATION**

Ratified by the Claysburg-Kimmel Education Association on August 30, 2019.

Approved by the Board of School Directors of the Claysburg-Kimmel School District on

\_\_\_\_\_.

**I. RECOGNITION**

The Claysburg-Kimmel Education Association, hereinafter called the bargaining agent, is hereby recognized by the Claysburg-Kimmel School District, hereinafter called the employer, as the bargaining agent for the bargaining unit under the conditions of the Pennsylvania Law (Act 88) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

**II. TERM OF AGREEMENT**

This Agreement will begin July 1, 2020, and will be in force through June 30, 2023.

**III. NO LOCK OUT – NO STRIKE PROVISION**

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law (Act 88). As a condition of the various provisions of this agreement to which both parties have agreed, the employer pledges that it will not conduct, nor cause to be conducted, a lock out during the term of this agreement, and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 88) during the term of this agreement.

**IV. CONDITIONS**

1. The length of the school term for members of this bargaining unit shall be 185 days.
2. The length of the school day for members of the bargaining unit shall be seven and one-half (7 ½) hours, including one half hour for lunch.
3. Members of the bargaining unit may not leave the school during the regular work day without prior approval of the responsible principal.

4. Members of the bargaining unit will be available for a maximum of one (1) meetings per month beyond the normal school day for professional employees.
5. Members of the bargaining unit shall make themselves available for after school conferences, when it is felt necessary by the employee, parent, or the administration at a time and place mutually agreed upon by all parties.
6. All members of the bargaining unit are willing to accept one special duty assignment during the school day without extra pay. Administration will attempt to limit special duty assignments to no more than one per day, unless a teacher's schedule includes an open period. In this instance, administration may assign one (1) additional special duty per day.
7. Members of the bargaining unit voluntarily agree to serve on an advisory committee.
8. The Administration shall make every effort to provide professional employees, in addition to their duty free lunch, five (5) preparation periods per week, excluding the time before student arrival and after student departure. In the event a professional employee is directed to provide coverage for another professional employee during a preparation period, the District will provide compensation at the current extra duty rate. In the event a professional employee ("Employee A") is directed by an Administrator to provide coverage for another professional employee during what would have been Employee A's preparation period, during what would have otherwise been Employee A's preparation period, then the District will provide compensation to Employee A for the preparation period lost, at the current extra duty rate. Professional employees will not be compensated for any more than one (1) loss of a preparation period per day under the circumstances of this paragraph. In order to qualify for the payment, individuals must lose their only preparation period of the day. Individuals with multiple preparation periods will not be eligible for the coverage payment unless they are directed to provide coverage during each of their preparation periods. In such case, the individual will be compensated for one (1) of the coverage periods.
9. Act 48 hours will be credited for all eligible in-service time.
10. Administration will attempt to assign three (3) teachers/elementary (K-6) per grade whenever possible. In the event demographics change, administration will make every effort to meet and discuss with the Association.
11. The Association shall have input into the development and revision of Teacher Handbooks, with the understanding that the Handbooks will remain subject to final approval by the Board of School Directors.

12. Clearances

- a. Effective July 1, 2016: Initial clearances, required of newly hired members of the bargaining unit to comply with Act 153 of 2014 and/or for any other background check requirements, are the financial responsibility of the bargaining unit member. The District shall reimburse bargaining unit members the ½ of the cost of renewals required for continued employment to comply with Act 153 of 2014 and/or for any other background check requirements. It is the responsibility of the bargaining unit member to submit proof of payment of any/all clearance renewals to the Business Office for reimbursement.
- b. Notification: The District shall provide bargaining unit members no less than ninety (90) days written notification prior to the due date of the employees' required background check(s).

**V. BENEFITS**

1. Medical Insurance

The Board agrees to purchase for the employee the PPO Blue plan with the Blue Cross/Blue Shield, or an equivalent plan this is equal to, but not less than, the PPO Blue Plan as a buy up. In addition, the Board shall provide dependent coverage where the dependents of the employees qualify for coverage under such a plan.

- A. the District shall provide for group medical benefits for all employees and qualifying dependents as follows:

**Plan 1 (Base Plan):**

A PPO Blue (or equivalent) qualified high deductible health plan (QHDHP). This option includes no co-pays for services. The PPO Blue Qualified High Deductible Plan Design is attached and becomes part of this Agreement.

The plan includes a Health Savings Account (HSA). The District will contribute 50% of the cost of the deductible toward each individual's HSA and 50% toward the family HSA on July 1<sup>st</sup>.

Deductibles: \$1,500 individual/\$3,000 family

**Plan 2:**

A high deductible health plan with a Health Reimbursement Arrangement (HRA) funded by the District. The District will reimburse any participant 50% when reaching the maximum in-network deductible.

Deductibles: \$1,500 individual/\$3,000 Family (In Network)  
\$3,000 individual/\$6,000 Family (Out-of-Network)

Relative to current practice, the monthly premium to be paid by the employee is the incremental cost between the Base Plan and Plan 2.

**Plan 3 (Buy up Plan 2):**

The original PPO Medical Plan with in-network deductibles of \$50 individual/\$100 family and out-of-network deductibles of \$500 individual/\$1,000 family.

Reflective of current practice, the monthly premium to be paid by the employee is the incremental cost between the Base Plan and Plan 3.

2. **Spousal Coverage**

Effective July 1, 2016, the District shall make health care coverage available to spouses of all bargaining unit members with the following conditions:

- a. Spouses who do not have health care coverage available to them through an employer shall be eligible for the District's Plan with \$0 premium sharing.
- b. Spouses who have coverage available through their own employer may remain on the District's Plan with a premium share of \$500 annually.
- c. It shall be the responsibility of the employee to provide written notification to the Business Office within thirty (30) calendar days of any change in marital or dependency status. Any employee who fails to provide notification shall be liable for all premiums paid beyond the proper level of employee entitlement.

3. CKEA Flexible Health Care Plan

The district shall contribute a monthly premium of up to \$ \$76 during the 2020-21 school year, \$77 during the 2021-22 school year and \$78 during the 2022-23 school year toward a flexible health care plan for each member of the bargaining unit.

4. Retirement Increment

The employer shall pay a retirement increment to the retiring member of the bargaining unit upon the following conditions:

- a. The employee shall notify the employer of his/her intentions to retire and enter into the Public School Employees' Retirement System at least four (4) months in advance of the effective date of his/her retirement.
- b. Payment of the retirement increment shall be made in a lump sum payment within 30 days following the employee's retirement date. Any negotiated retirement incentive plan may supercede this.
- c. The daily retirement increment for unused sick and personal days shall be calculated as follows: \$
  - 0-100 Unused Sick and Personal Days - \$75/unused day
  - 101-150 Unused Sick and Personal Days - \$85/unused day
  - 151-200 Unused Sick and Personal Days - \$100/unused day
  - 201+ Unused Sick and Personal Days - \$125/unused day

5. Tuition Payment for Credits

The employer shall pay up to the rate of Penn State cost per graduate credit at the time the course is taken, toward the tuition for graduate work, after permanent certification is achieved, to members of the bargaining unit under the following conditions:

- a. The employee must have been employed by the Claysburg-Kimmel School District at least one full year before the course is taken.
- b. To be paid, the employee must remain as an employee of the Claysburg-Kimmel School District during the following year.
- c. Proof of payment by the employee must be presented to the superintendent.

- d. Proof of satisfactory completion of the course must be presented to the superintendent.
- e. Proof of the above should be presented by June 15 for spring semester work, October 15 for summer semester work, and by February 15 for fall semester work.
- f. A maximum of 12 graduate credits may be reimbursed for an individual in any one school year.
- g. Credits paid via scholarship, a federal grant, or by any means other than self are not reimbursable.
- h. Courses taken out of one's field are generally not reimbursable.
- i. Courses taken without written prior approval of the superintendent are not reimbursable.

6. Personal Leave

Upon notification, each member of the bargaining unit may be granted (3) days of leave, without loss of pay, during each school term to be used for ~~urgent~~ personal reasons, under the following conditions:

- 1) The employee shall notify the superintendent at least two (2) school days in advance of the personal leave day when possible.
- 2) Personal leave days shall be granted on a "first come, first served" basis
- 3) Personal leave days shall not be granted to more than three (3) members of the bargaining unit for elementary, and three (3) member of the bargaining unit for secondary, for any one day unless substitute coverage is available.
- 4) Unused personal leave days may be carried over to the next school year, with a maximum of five (5) personal days available in one school year.

7. Sick Leave

Members of the bargaining unit may be required to furnish a doctor's excuse for any incidence of absence claiming illness if reasonable suspicion of abuse exists. However, after three (3) consecutive days of absence for illness, the employee must present a doctor's excuse in order to be paid sick leave pay.

Effective September 1, 2001, a sick leave bank is established by teacher donation of one (1) day on a voluntary basis. Said sick leave bank shall be administered by the Association. Regulations for the operation of said bank shall be developed jointly by representatives of the Association and the Superintendent, subject to the approval of the Board.

Bargaining unit members who have perfect attendance during any year shall receive a bonus payment of \$1000. This payment shall not become a permanent part of the bargaining unit members' salary. Perfect attendance shall be identified as no personal days, no sick days, and no late arrival or early departure during the school year.

Bargaining unit members who are granted one (1) or fewer days of personal or sick days during the school year shall receive a bonus payment of \$250. This payment shall not become part of the bargaining unit member's salary.

8. Use of Personal Car

The employer shall pay the current IRS rate per mile for the use of one's personal car for official school business upon prior approval of the superintendent. In order to receive reimbursement, a request must be submitted to the superintendent on the form provided by the office.

9. Payroll Deductions

Payroll deductions of professional association dues may be made for a period of time mutually agreed upon by the Claysburg-Kimmel Education Association and the superintendent.



10. Fair Share

Each nonmember in the bargaining unit represented by the association shall be required to pay a fair share fee as provided by law.

The school district and the association agree to comply with all provisions of said law.

The association agrees to extend to all nonmembers the opportunity to join the association.

11. Board Indemnification

The association shall indemnify and save the board harmless against any and all claims, demands, suits or any other form of liability that shall arise out of or by reason of action taken or not taken by the board for the purposes of complying with any provision of this article, or in reliance on any list, notice or assignment furnished under any such provisions.

12. Salary Increases

Each member of the bargaining unit shall receive the following salary increases. All salary increases shall become a permanent part of the regular salary.

2020-21	One thousand seven hundred fifty dollars (\$1,750)
2021-22	One thousand seven hundred fifty dollars (\$1,750)
2022-23	One thousand seven hundred fifty dollars (\$1,750)

13. Length of Service Increment

The following Length of Service Increments become effective July 1, 2020, and will not be retroactive. The increases will be implemented as employees reach the length of service in each category going forward from the effective date of the Agreement. The increases will be implemented only for those employees who achieve the requisite length of service after the effective date of this Agreement, and shall not be applied retroactively those employees who already reached the length of service identified herein prior to the effective date of this Agreement.

Each member of the bargaining unit who has been employed for more than ten (10) years of service in the Claysburg-Kimmel School District shall receive, during the 11<sup>th</sup> year only, an increment of one hundred dollars (\$100) which shall become a permanent part of the employee's salary.

Each member of the bargaining unit who has been employed for more than fifteen (15) years of service in the Claysburg-Kimmel School District shall receive, during the 16<sup>th</sup> year only, an increment of one hundred twenty five dollars (\$125) which shall become a permanent part of the employee's salary.

Each member of the bargaining unit who has been employed for more than twenty (20) years of service in the Claysburg-Kimmel School District shall receive, during the 21<sup>st</sup> year only, an increment of one hundred fifty dollars (\$150) which shall become a permanent part of the employee's salary.

Each member of the bargaining unit who has been employed for more than twenty-five (25) years of service in the Claysburg-Kimmel School District shall receive, during the 26<sup>th</sup> year only, an increment of one hundred seventy five dollars (\$175), which shall become a permanent part of the employee's salary.

Each member of the bargaining unit who has been employed for more than thirty (30) years of service in the Claysburg-Kimmel School District shall receive, during the 31<sup>st</sup> year only, an increment of two hundred dollars (\$200), which shall become a permanent part of the employee's salary.

14. Second Increment for Master's Degree or Master's Equivalency

After three years of experience on a Master's Degree or Master's Equivalency, members of the bargaining unit shall be granted a One Thousand (\$1,000), which shall become a permanent part of his/her regular salary. This increment shall be in addition to that specified in Section 1144 of the School Laws of Pennsylvania, 1949 as amended. It is the responsibility of the bargaining unit member to notify the Business Office upon completion of three (3) years of experience and/or a Master's Degree or Master's Equivalency.

15. Master's Plus 15 Increment

Upon receiving a Master's +15, members of the bargaining unit shall be granted a five hundred dollar (\$500) increment, which shall become a permanent It is the responsibility of the bargaining unit member to notify the Business Office upon completion of the Master's Plus 15.

16.

17. Pay Periods

Members of the bargaining unit shall be paid annually in 26 equal payments. The first pay of the fiscal year shall always be the second Friday in July.

18. Starting Salary

The starting salary for each year of the contract shall be as follows: 2020-21 - \$42,500; 2021-22 - \$43,000; 2022-23 - \$43,500. Years of prior public teaching service within the Commonwealth of Pennsylvania as well as level of education shall be considered when determining the starting salary for new employees.

## VI. GRIEVANCE PROCEDURE

The parties of this agreement agree that an orderly and expeditious resolution of grievances, arising out of the interpretation of the terms of this agreement, shall provide for a four (4) step process, which is described as follows:

- STEP I            Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, to the building principal or other first level supervisor within ten (10) school days after its occurrence. The principal or other first level supervisor shall reply in writing within five (5) school days.
- STEP II            If the action in Step I fails to resolve the grievance to the satisfaction of the affected party, the grievance shall be referred, in writing, to the superintendent. The superintendent shall reply in writing within five (5) school days. The affected party must take the grievance to the superintendent within two (2) school days after he/she has received the written decision of the principal or other first level supervisor.
- STEP III           If the action in Step II fails to resolve the grievance to the satisfaction of the affected party, the grievance shall be referred to the Board of School Directors of the Claysburg-Kimmel School District at the next official board meeting. The Board of Directors must render a decision within ten (10) days.
- STEP IV            If the action in Step III fails to resolve the grievance to the satisfaction of the affected party, the grievance *may* be referred to binding arbitration *at the sole discretion of the Association*, 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 School Directors in Step III shall be final.

## VII. POSTING OF VACANCIES

The District agrees to post all vacancies that are a result of resignations, retirements, or newly created positions within the bargaining unit for no less than five (5) days prior to advertising for outside candidates. Vacancies will be posted on the bulletin boards in the faculty rooms, via the District website, through paycheck inserts (when possible), and bargaining unit members will be notified through school district email

**VIII. ASSOCIATION RIGHTS**

**A. Use of School Equipment**

1. The Association shall be permitted to use the District mailboxes, buildings, and electronic mail in order to conduct Association business.

**B. Released Time**

1. The Association President shall be released to conduct Association business. Elementary teachers who serve as President shall be released from all Special Duty Assignments. Secondary teachers who serve as President shall be released for one period per day.

**IX. WAIVERS**

The parties agree that all negotiable items have been discussed during the negotiation leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

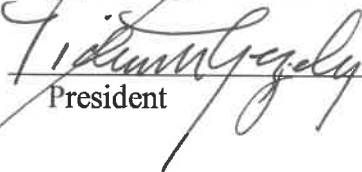
**X. CLAYSBURG-KIMMEL EDUCATION ASSOCIATION EXPENSES**

All expenses of the Claysburg-Kimmel Education Association shall be borne by the Association.

**XI. EFFECTIVE DATE AND SIGNATURES**

This agreement is made and entered into this the 11<sup>th</sup> day of September 2019 by and between the Claysburg-Kimmel School District and the Claysburg-Kimmel Education Association.

Claysburg-Kimmel  
Board of School Directors

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Claysburg-Kimmel  
Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

PPOBlue Plan – 2016-2017	PPOBlue Plan – 2017-2018	PPOBlue Plan – 2018-2019	PPOBlue Plan – 2019-2020
In-Network Physician Office Visit \$25 Copay per visit	In-Network Physician Office Visit \$25 Copay per visit	In-Network Physician Office Visit \$25 Copay per visit	In-Network Physician Office Visit \$25 Copay per visit
In-Network Specialist Office visit - \$35 Copay per visit	In-Network Specialist Office visit - \$35 Copay per visit	In-Network Specialist Office visit - \$35 Copay per visit	In-Network Specialist Office visit - \$35 Copay per visit
In-Network Preventative Care Exam (Adult & Pediatric) \$0 copay per visit Emergency Room \$50	In-Network Preventative Care Exam (Adult & Pediatric) \$0 copay per visit Emergency Room \$50	In-Network Preventative Care Exam (Adult & Pediatric) \$0 copay per visit Emergency Room \$50	In-Network Preventative Care Exam (Adult & Pediatric) \$0 copay per visit Emergency Room \$50
In-Network Deductible \$50 per person/\$100 per family	In-Network Deductible \$50 per person/\$100 per family	In-Network Deductible \$50 per person/\$100 per family	In-Network Deductible \$50 per person/\$100 per family
Out-of-Network Deductible \$500 per Person Per Calendar Year \$1000 per family	Out-of-Network Deductible \$500 per Person Per Calendar Year \$1000 per family	Out-of-Network Deductible \$500 per Person Per Calendar Year \$1000 per family	Out-of-Network Deductible \$500 per Person Per Calendar Year \$1000 per family
In-Network Diagnostic Svcs \$15 copay per Date of Svc.	In-Network Diagnostic Svcs \$15 copay per Date of Svc.	In-Network Diagnostic Svcs \$15 copay per Date of Svc.	In-Network Diagnostic Svcs \$15 copay per Date of Svc.
In-Network Spinal Manipulation Svcs. - \$30 Copay per visit Limit 15 visits per calendar year	In-Network Spinal Manipulation Svcs. - \$30 Copay per visit Limit 15 visits per calendar year	In-Network Spinal Manipulation Svcs. - \$30 Copay per visit Limit 15 visits per calendar year	In-Network Spinal Manipulation Svcs. - \$30 Copay per visit Limit 15 visits per calendar year
In-Network Outpatient Mental Health & Substance Abuse Svcs. \$100% after Deductible	In-Network Outpatient Mental Health & Substance Abuse Svcs. \$100% after Deductible	In-Network Outpatient Mental Health & Substance Abuse Svcs. \$100% after Deductible	In-Network Outpatient Mental Health & Substance Abuse Svcs. \$100% after Deductible
\$5 Generic \$20 Brand Formulary \$40 Brand Non-Formulary	\$5 Generic \$20 Brand Formulary \$40 Brand Non-Formulary	\$5 Generic \$20 Brand Formulary \$40 Brand Non-Formulary	\$5 Generic \$20 Brand Formulary \$40 Brand Non-Formulary
Retail Dosage Limit – Up to 31 Day supply	Retail Dosage Limit – Up to 31 Day supply	Retail Dosage Limit – Up to 31 Day supply	Retail Dosage Limit – Up to 31 Day supply
Mail Order Program \$5/\$20/\$40 Copays up to 90 day supply	Mail Order Program \$5/\$20/\$40 Copays up to 90 day supply	Mail Order Program \$5/\$20/\$40 Copays up to 90 day supply	Mail Order Program \$5/\$20/\$40 Copays up to 90 day supply
Incentive Formulary	Incentive Formulary	Incentive Formulary	Incentive Formulary
Soft Mandatory Generic	Soft Mandatory Generic	Soft Mandatory Generic	Soft Mandatory Generic
No Prescription Drug Deductible	No Prescription Drug Deductible	No Prescription Drug Deductible	No Prescription Drug Deductible