

**Keystone Oaks School District**

**Administrative and Supervisory  
Employee**

**Compensation**

**and**

**Performance Plan**

**(Act 93)**

**July 1, 2022 – June 30, 2027**

**ADMINISTRATIVE AND SUPERVISORY EMPLOYEE COMPENSATION  
AND PERFORMANCE PLAN**

**(ACT 93)**

The Board of School Directors of the Keystone Oaks School District desires to foster the mutual support and loyalty of the Board and the School District Administrators and Supervisors. The Board recognizes the Keystone Oaks Administrators Association (KOAA) as the official representative of the Administrative Employees in positions defined herein, and acknowledges its responsibility to conduct meet-and-discuss sessions with the Administrators in accordance with Act 93. (Section 1164 of the Pennsylvania Public School Code of 1949, as amended.)

**I. Term**

- A. This Compensation Plan shall be effective July 1, 2022 and be in effect continuously through June 30, 2027.
  
- B. If an Administrative (professional employee) or Supervisory Employee decides to resign / retire during the term of this Compensation Plan and fails to provide sixty (60) calendar days written notice to the Board of School Directors, the Employee shall be subject to a penalty of Five-Thousand (\$5,000.00) Dollars and ineligible to receive any benefits or compensation to which the Employee would otherwise have been entitled as a result of a severance of employment duly notified.

In the event, the District eliminates a position or decides that an employee who is covered under this Plan is no longer being considered for continued employment in his/her current position, the District will follow all applicable laws. Any reorganization or adjustments in the positions covered by this Act 93 Compensation Plan will be subject to any applicable laws which may exist relative to the reorganization.

**II. Definitions, Qualifications and Duties**

- A. The term “Board” where used in this Agreement, shall refer to the legally elected or appointed representatives of the School District.
  
- B. The term “Administrative Employee” shall include the following positions for the purpose of this Plan, together with any other positions(s) which may be created by the Board of School Directors during the life of this Plan, and which is/are designated by the Board as a position(s) included within this Plan. Nothing set forth herein, however, shall obligate the School District to maintain any or all of these administrative positions during the term of this Plan.
  - ◆ Principals:
    - High School
    - Middle School
    - Elementary
    - Assistant High School
  
  - ◆ Directors:
    - Assistant to the Superintendent for Student Achievement
    - Director of Pupil Services
    - Director of Special Education

- C. The term “Supervisory Employee” shall include the following positions for the purpose of this Plan, together with any other positions(s) which may be created by the Board of School Directors during the life of this Plan, and which is/are designated by the Board as a position(s) included within this Plan. Nothing set forth herein, however, shall obligate the School District to maintain any or all of these supervisory positions during the term of this Plan.
- ◆ Directors:
    - Director of Food Services
    - Director of Buildings, Grounds and Transportation
    - Director of Technology
- D. The term “Employee” refers to both Administrative and Supervisory Employees.
- E. The Administrative Employees represent, warrant, and covenant that they possess all of the qualifications that are required to serve in the Public school of the Commonwealth of Pennsylvania.
- F. Job descriptions are written statements of the job content for each administrative and supervisory position in the Keystone Oaks School District. Job descriptions are not static. They are always subject to review and/or revision. A job review may be initiated by the Employee or by the Employee’s supervisor. The review may be requested because of additions to, deletions from, or alterations of currently listed responsibilities. The semi-annual meeting with the Employee’s supervisor to discuss performance provides an opportune time to review the Employee’s job description, if only to verify its current validity.
- G. The Employees shall attend executive meetings and other meetings of the Board as required.
- H. The Board and/or its representative agrees to review positions and modify job descriptions on a regular basis. Following determination of the Position Description the Board and/or its representative shall receive applications from any qualified Employees within the School District.
- I. In selecting personnel to fill new positions or vacancies in present positions, the Board will seek the best qualified applicant.
- J. Any request by a District Employee to transfer to a different position or building MUST be filed in writing with the Superintendent, stating the reasons for seeking the transfer, the building or position sought and the Employee’s qualifications. Such requests will receive careful consideration by the Superintendent.

The Administrative and Supervisory Employees shall, subject to the supervision and authority of the Superintendent and his successors, perform those duties as set forth in the Public School Code, other applicable laws and regulations, Board policy of the District as the same may be amended from time to time, and such other duties and responsibilities as normally apply to such a position and as may be assigned to the Administrative and Supervisory Employees from time to time by the Superintendent.

### **III. Work Year**

The Employees’ work year shall be 12 months, 260 work days, and shall observe paid holidays consistent with the School District’s approved calendar, unless otherwise specified.

#### IV. Assessment of Performance

- A. An annual assessment of performance shall be the means by which the Superintendent shall evaluate the performance of the Employees. Such assessment of performance shall be conducted as described below in each year of this Plan and a score will be given. The annual assessment of performance shall comply with the Public School Code and Regulations implementing the School Code, if applicable to this agreement. Review of the performance assessment shall be conducted in a private session. All parties agree that the performance assessment made shall be privileged and that the Board Members and Superintendent shall respect the confidentiality of the discussions, except to the extent as may be required by law. Nothing contained herein shall prevent the School District from using such evaluation in a hearing properly brought under the Public School Code. The parties agree that the Employees' employment with the District is subject to the Public School Code, as amended, and in effect from time to time.
  
- B. Administrative Employees shall be rated based on the four Domains found on the 13-2 and the 13-3 evaluation documents from the Pennsylvania Department of Education. These four domains are:
  - i. Strategic/Cultural Leadership
  - ii. Systems Leadership
  - iii. Leadership for Learning
  - iv. Professional and Community Leadership

and shall be scored as follows:

<b><u>DISTINGUISHED</u></b>	<b>3</b>
<b><u>PROFICIENT</u></b>	<b>2</b>
<b><u>NEEDS IMPROVEMENT</u></b>	<b>1</b>
<b><u>FAILING</u></b>	<b>0</b>

An Administrative employee shall also be given a score based on his/her building level score (BLS) or an average of the building level scores for all District-wide employees covered under this Plan as follows:

<b>&gt;= 90</b>	<b>3</b>
<b>&gt;=70</b>	<b>2</b>
<b>&gt;=60</b>	<b>1</b>
<b>&lt;60</b>	<b>0</b>

Supervisory Employees will similarly be given scores based on the District assessment process and the District's average BLS.

If an Employee changes position mid-year such that the appropriate BLS changes, the score shall be pro-rated.

By way of example, the evaluation conducted prior to May 1st of 2023 will use an BLS that was provided on or about December 2022, reflecting the 2021-2022 school year. In

the event that the Pennsylvania Department of Education does not calculate a BLS in a given year, the Employee shall be given the same score as was assigned based on the Evaluation / Assessment instrument.

In the event that the Pennsylvania Department of Education substantially changes or eliminates the BLS, the board and the Employee Group will mutually agree upon and document in writing a new metric for evaluation. Such an event will not affect the remainder of the plan, including the term, and the remainder of the plan will remain in force.

- C. It is extremely important for each individual to have a sense of his/her own performance and contribution to the organization. This can only be accomplished through regular communication with the Employee's supervisor in order to assess the Employee's performance based on the expectations of the Employee's job description, the Employee's accountability for achieving District goals (primary responsibility, supervisory responsibility, or support responsibility), and the Employee's progress toward meeting the Employee's individual objectives.

Informal conferences will be held throughout the year for each employee. The purpose of an informal conference is to provide consistent communication with employees regarding expectations, current job performances, as well as to provide each employee an opportunity to provide updates on their annual goal(s).

A formal conference will also be held with each employee prior to the end of each school year as a final appraisal for each individual. A written notification of performance level will be provided to each individual following the final appraisal.

For Administrative Employees, the final appraisal will include an individual conference, written evaluation, and rating. All Administrative employees under this Agreement will be evaluated using the Department of Education's approved evaluation tool for school leaders.

For Supervisory Employees, the final appraisal shall include an individual conference, written evaluation, and rating based on the District's adopted evaluation tool for each Supervisory Employee.

At any time, a written appraisal can be provided to any employee if deemed necessary.

- D. A plan for improvement shall be developed by the Employee's supervisor in those instances where the employee has received a *Failing* rating in either of the two categories. Any Employee who does not receive at least a Proficient rating in the year following one in which a Failing rating was received will be subject to dismissal at the will of the School Board.

## **V. Salary Administration**

- A. For purposes of this Section V, the "cost of living increase" (COL) shall be defined as being based upon the average annual CPI-U comprised of the unadjusted percentage change from December of the preceding year to December of the current year.

## B. Salary

1. Determination of an Employee's salary at the time of his/her initial employment with the School District and/or initial employment in a different or new position within the School District shall rest solely and exclusively with the Superintendent making the recommendation to the Board of School Directors, which shall take into account the Employee's years of service in education, prior years of service (if any) with the School District, other employment experience, educational background and prior relevant performance evaluations.
2. The salary for all Employees for the period July 1, 2022 to June 30, 2023 will be increased by 1.5%. Each year thereafter during the remainder of this Plan, the salary shall be determined in accordance with Paragraph C of this section.

## C. Salary Adjustment

Adjustment in the Employees' salary for the Plan years beginning July 1, 2023 shall be determined by the Superintendent in his/her sole discretion based upon the performance evaluation provided for in Section IV. The score provided by the assessment shall be multiplied by 50% and added to the score provided by the BLS multiplied by 50%, and the following table is referenced to determine the adjustment:

### **INCREASE BASED UPON PERCENTAGE OF CURRENT BASE SALARY**

<b>3</b>	<b>5% + COL</b>
<b>2.5-2.99</b>	<b>2% + COL</b>
<b>2-2.49</b>	<b>1% +COL</b>
<b>&lt; 2</b>	<b>No adjustment</b>

By way of example, an Employee rated Proficient (2) with a BLS of 92 (3) would have a final score of  $(2 * 0.5) + (3 * 0.5) = 2.5$ , and receive an increase of 2% + COL.

In the 2022-2023 year of this Plan the total salary shall be capped and not exceed a maximum amount per the table below. Each year thereafter, during the term of this Plan, the maximum amount available as set forth in this paragraph shall be increased by the COL as set forth herein above in accordance with Paragraph A of this section.

High School Principal	\$135,000
Middle School Principal	\$130,000
Elementary School Principal	\$122,000
Assistant High School Principal	\$90,000
Assistant Middle School Principal	\$85,000
Director of Buildings, Grounds and Transportation	\$90,000
Assistant to the Superintendent for Student Achievement	\$138,500
Director of Pupil Services	\$122,000
Director of Special Education	\$122,000
Director of Food Services	\$90,000
Director of Technology	\$110,000

The Board shall have the discretion to provide a salary increase of greater than what is prescribed by the evaluation score in any year of this Plan. The Board also retains sole discretion, but shall not be obligated to award a performance bonus.

### **C. Payment**

This annual gross salary shall be paid to the Employee in equal installments in accordance with the schedule of salary payments in effect for twelve (12) month administrative employees of the School District.

### **D. Amendment**

Any adjustments in the gross salaries of the Employees made during the term of this Compensation Plan shall be in the form of a written amendment between the parties and shall become part of this Plan. However, any such adjustments or amendments shall not constitute, and shall not be construed as constituting, the School District creating a new Plan, or in any manner extending the end date of this Plan.

## **VI. Fringe Benefits/Leaves**

### **A. Health/Major Medical**

The District agrees to provide Health Care Insurance to each Employee during the term of this Plan through the Allegheny County School Health Insurance Consortium (ACSHIC). The employee will contribute to the cost of health care benefits at the rate of 15% of the premium-based upon the selected coverage level.

The District will provide a base level insurance agreement. If an Employee wishes to partake in a higher level of coverage, the employee shall pay the base premium contribution of 15% and 100% of the additional premium for the higher level of insurance coverage.

If an Employee waives health insurance, the employee will be paid one-third (1/3) the cost per year of the plan for which the employee is eligible. One-half (1/2) of the one-third (1/3) payment will be made in the last pay in December and the remaining amount will be paid in the last pay of June. The District shall arrange to have this payment deducted on a pretax basis.

The District reserves the right to switch to a benefits plan with substantially the same coverage should it benefit the District financially.

### **B. Dental/Vision**

The District agrees to provide individual or full family dental care insurance. The District shall assume 85% of the cost of this plan for the selected level of coverage and the Employee shall contribute 15% of the cost of the plan.

If the Employee waives dental insurance, the employee will be paid one-third (1/3) the cost per year of the plan for which the employee is eligible. One-half (1/2) of the one-third (1/3) payment will be made in the last pay in December and the remaining amount will be paid in the last pay of June. The District shall arrange to have this payment deducted on a pretax basis.

The District agrees to provide individual or full family basic vision care insurance. The District shall assume 85% of the cost of this plan for the selected level of coverage, and the Employee shall assume 15% of the cost. The District agrees to provide, at the Employee's expense, the option to purchase a more comprehensive vision insurance plan as available.

**C. Life Insurance**

The School District shall provide for each Employee life insurance in the amount of two (2) times his/her annual salary rounded to the next higher hundred.

Dependent life insurance: Spouse - \$5,000; each child - \$2,500.

Employees may continue their life insurance coverage after retirement should they wish to, however they will be required to pay the premium for such insurance.

**D. Travel Insurance**

One hundred thousand dollars (\$100,000.00) group accident insurance covering travel on School District business.

**E. Liability Insurance**

Two million dollars (\$2,000,000.00) protection per school-related incident, with any deductible payable by the School District.

**F. Social Security**

In accordance with applicable laws and regulations.

**G. Worker's Compensation**

In accordance with applicable laws and regulations.

**H. Disability Income Protection**

An Employee who, because of sickness or accident, is unable to perform the duties of his/her occupation is eligible for disability protection benefits provided by the School District under the following conditions.

The District shall provide each Employee a disability income policy providing for replacement income at 60% (sixty percent) of the employee's per diem pay rate per year.

1. The employee will have a 30-day wait period before disability benefits begin. Employees may use available sick days during this wait period.
2. The employee will, after the 30-day period, be eligible for a two-year benefit period. Health sabbaticals shall not be taken consecutively with this leave.
3. During the disability benefit period, the District shall continue all other benefits in effect at the time of the commencement of the disabling injury or illness for a one-year period. During the first year, any health premium share must be made by the Employee.

Should the leave extend to the second year, the Employee will pay health care premiums. Disability, for purposes of retirement reporting, will be considered extended sick leave. An Employee on such disability leave will be permitted to purchase up to one year of credited service in the Pennsylvania Public School Employee Retirement System, to the extent such a purchase is permitted by the retirement system. The employee will be required to pay the District's share of such purchase.

4. Upon return from leave, the Employee shall, where possible, be returned to the position occupied at the time of disability.

### **I. Sick Leave Benefits**

The Employee shall be credited with twelve (12) sick days per year in each year of this Plan.

1. Any employee hired who previously worked for another Pennsylvania Public School District immediately prior to Keystone Oaks, or in another position at Keystone Oaks not covered by this Plan, shall be eligible to transfer no more than twenty-five (25) sick days from their prior employer / position. These days will be used first in the event an employee chooses to use a sick day.
2. Employees may use sick days to care for the illness, injury, or disability of the employee's spouse, parent or child. The District may require reasonable proof of the family member's illness, injury or disability.
3. Upon retirement from the School District and from the Public School Employees' Retirement System, the Employee shall receive One Hundred Twenty-Five (\$125.00) Dollars per day for those carried over from previous employers / positions and One Hundred Twenty-Five (\$125.00) Dollars per day for each unused sick leave day to a maximum reimbursement of Twenty-Two Thousand (\$22,000) Dollars. Sick leave days earned from previous employers/positions will be used before sick leave days earned for current position.
4. Notwithstanding the language in this Section VII, paragraph I. and paragraph J. below, in the event the Employee is terminated for cause, the employee shall not receive any compensation for any unused sick days and/or vacation days which had been transferred to the District on the employee's behalf from a previous employer.
5. Monies due to the Employee under this paragraph shall be deposited as an employer Internal Revenue Code Section 403b contribution into an account of the employee's choice. In the event of the Employee's death while still employed by the School District, payment for unused sick leave days shall be remitted to the employee's estate.

### **J. Vacation**

The Employee shall receive twenty (20) vacation days per year, to be prorated as appropriate during the Employee's first year of employment with the School District. The scheduling of use of said days must be approved in advance by the District Superintendent or his/her designee.

Vacation days shall be credited on July 1<sup>st</sup> of each year of this Plan. The Employee may carry over a maximum of ten (10) unused vacation days to the following school year. All other unused vacation days will be converted to sick days and used in accordance with paragraph I. above. Any vacation days carried over to the following year must be used before October 31<sup>st</sup> of that year. Any unused, carried over vacation days will be converted to sick days and used in accordance with paragraph I. above.

#### **K. Holidays**

Consistent with the School District's approved calendar.

#### **L. Bereavement Leave and Legal Leave**

##### **1. Bereavement:**

Employees covered by this Agreement shall receive death in family paid leave as follows:

- a) A maximum of three (3) days of leave will be granted for a death in the immediate family; including parents, siblings, spouse, child, grandparent, grandchild, parent-in-law, child-in-law, sibling-in-law, or near relative residing in the same household as the employee, or any person with whom the employee has made his/her home. When special circumstances so dictate, this may be extended to five (5) days upon pre-approval of the Superintendent or his/her designee.
- b) A maximum of two (2) days for the death of a near relative. A near relative shall be defined as first cousin, a parent's sibling, or sibling's child.
- c) A maximum of one (1) day for the death of a friend with bonds so close that good taste demands attendance at the funeral.
  - i. The Administration will require notification of the relationship between the deceased and the employee.
  - ii. Such time will not be deducted from sick leave.
  - iii. In cases involving immediate family as identified herein above and when funeral/memorial arrangements are delayed, these days may be taken at a later time when verification is provided to the Superintendent or his/her designee.

##### **2. Appearance in Court of Law/Jury Duty**

- a) Employees required to serve as a witness as a result of his/her employment with the School District, shall be entitled to payment for the day or days that he/she serves as a witness; provided, however, that this provision shall not apply where the employee has himself/herself initiated the action which requires him/her to be a witness. Any fees received for said witness service shall be remitted to the School District.
- b) An Employee who serves on jury duty on any day he/she is scheduled to work shall receive the difference between his/her daily compensation and compensation

received for the jury duty; he/she shall endorse over to the School District any checks for such jury duty service.

**M. Personal Days.**

- a) The Employee shall receive three (3) personal days per year which may not be carried over. Unused personal days shall be forfeited.
- b) Employees shall receive no additional emergency days, as any emergency should be reasonably covered as a sick, holiday, bereavement, legal or personal day, in accordance with paragraphs I, J, L & M.a above.
- c) From May 1<sup>st</sup> until the end of the school year, as per the School District's approved calendar, the use of personal and vacation days by Administrative and Supervisory Employees will be limited, on a first come, first served, basis, to no more than two per day.

**N. Professional Development and Dues.**

The District shall pay up to seven hundred dollars (\$700.00) for dues payable to professional organizations to which the Employee belongs, PROVIDED HOWEVER, that reimbursement for said dues shall be subject to the District Superintendent's approval of the professional organization. Additionally, employee must not be rated Needs Improvement or Failing (based upon the most recent evaluation prior to the time period for which the Employee is seeking payment of dues) in order to have such dues paid by the District.

**O. Mileage**

The Employees will be reimbursed mileage for approved travel at the then current District approved mileage rate.

**P. Payroll Deductions**

The gross salary payable to the Employee during the term of this Agreement shall be subject to deduction for appropriate retirement contributions and all other deductions required by local, state and federal laws, regulations and rules.

**Q. Tuition Reimbursement**

The District shall reimburse the Employee ninety percent (90%) of the tuition costs incurred for graduate study if a grade of "A" is achieved, and fifty percent (50%) if a grade of "B" or a Pass in a Pass/Fail course is achieved. The total reimbursement shall not exceed \$6,000 per year. Any grade lower than a "B" will receive no compensation. The Employee must not be rated Needs Improvement or Failing (based upon the most recent evaluation at the end of the grading period for which the Employee is seeking reimbursement) unless the coursework is part of a Performance Improvement Plan. Coursework must be completed through an accredited institution and applicable to required certification in Pennsylvania. Prior to participating in any graduate study program for the purpose of partial tuition reimbursement, the Employee shall submit a request for approval in writing,

stating a description of the course and how it is related to either the curriculum positional duties or to stated staff development goals of the District. Payment to the Employee will be made by separate check in the month following acceptance of the documentation. An Employee who completes a degree or new certification must serve one year with the District prior to resigning or return the reimbursement to the District.

## **VII. Investigations**

- A. In the event that the Superintendent directs that any formal investigation of conduct or performance be undertaken, the Employee shall be:
  - Notified of the occurrence and purpose of such investigation prior to the commencement of same.
  - Granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation's conclusion.
  - Granted access to all non-privileged or non-protected reports generated by such an investigation upon the completion of the investigation.
- B. Any investigation undertaken shall be completed in private without any public disclosure by the School District, the Board of School Directors or any individual members of the Board of School Directors, by the Superintendent or by the Employee, of the commencement or progress of the same, provided, however that any attorney, consultant, or other representative retained by the Board of School Directors shall be approved at a public meeting without reference to the purpose of the retention or the nature of the consultative work to be undertaken.
- C. Nothing set forth in Section 7 shall obligate the School District, the Board of School Directors, any individual Board member, the Superintendent or the Employee to provide attorney-client privileged or work product information to another party at any time during, or following the completion of, any formal investigation of conduct or performance.

## **VIII. Modification**

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Plan shall not be modified except in a writing signed by a Representative of the KOAA and approved by the Board and executed by an authorized office of the Board.

## **IX. Savings**

If during the term of this Plan it is found that a specific clause of the Plan is illegal in Federal or State law, the remainder of the Plan not affected by such ruling shall remain in force. This Plan contains the entire compensation for the Employees and may not be changed or altered except in writing with the signatures of all parties concerned.

## **X. Obligations**

This Plan shall be binding upon and shall inure to the benefit of the parties, their successors or assigns.

## **XI. Statutory Reference**

All references to the Public School Code of 1949 contained herein shall also refer to and incorporate any amendment or recodification of the Code.

## **XII. Applicable Law**

This Plan shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

**XIII. Board Action**

This Plan shall become effective on July 1, 2022 and shall remain in effect through and including June 30, 2027.

**FOR THE ADMINISTRATIVE GROUP:**

**FOR THE DISTRICT:**

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Theresa Lydon, President  
Board of School Directors

WITNESS:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Joseph A. Kubiak, Board Secretary  
Board of School Directors