

KEYSTONE OAKS SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT
ASSISTANT TO THE SUPERINTENDENT FOR OPERATIONS

THIS AGREEMENT is made and entered into this 21ST day of June, 2022, by and between the Board of School Directors of the KEYSTONE OAKS SCHOOL DISTRICT, a third-class school district, organized and operating under the laws of the Commonwealth of Pennsylvania, with its Administrative Offices located at 1000 Kelton Avenue, Pittsburgh, Allegheny County, Pennsylvania 15216 (hereinafter referred to as “School District”),

A
N
D

JOSEPH A. KUBIAK, an adult individual currently residing at [REDACTED] [REDACTED] (hereinafter referred to as “Mr. Kubiak” or “Assistant to the Superintendent for Operations”).

WHEREAS, at a regularly scheduled meeting duly and properly called on the 21ST day of June, 2022, the Board of School Directors appoints Joseph Kubiak as the Assistant to the Superintendent for Operations for the School District in accordance the Public School Code of 1949, as amended, 24 P.S. § 1-101 et seq. and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said conditions to writing.

NOW, THEREFORE, the parties intending to be legally bound thereby and in consideration of the mutual covenants contained hereby do agree as follows:

I. Term

- A. The employment of the Assistant to the Superintendent for Operations under this Agreement shall commence on July 1, 2022, and shall continue without interruption, unless terminated earlier, through June 30, 2027.

- B. If the Assistant to the Superintendent for Operations decided to resign / retire during the term of this agreement and fails to provide sixty (60) calendar days written notice to the Board of School

Directors, the Assistant to the Superintendent for Operations shall be subject to a penalty of Five-Thousand (\$5,000.00) Dollars and ineligible to receive any benefits or compensation to which the Assistant to the Superintendent for Operations would otherwise have been entitled as a result of severance of employment duly notified.

- C. The decision to terminate the employment of the Assistant to the Superintendent for Operations due to the elimination of the position shall rest solely and exclusively with the School District, acting through its Board of Directors, and such determination shall not be subject to challenge, in any forum, by the Assistant to the Superintendent for Operations. If such a decision is made, the School District will provide the Assistant to the Superintendent for Operations with at least sixty (60) calendar days prior notice of said termination.
- D. The School District and Mr. Kubiak agree that Mr. Kubiak has no expectation of continued employment as Assistant to the Superintendent for Operations with the School District past June 30, 2027.

II. Definitions 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 “Employee” where used in this Agreement, shall refer to the Assistant to the Superintendent for Operations, Mr. Kubiak.
- C. The School District agrees to employ Mr. Kubiak as its Assistant to the Superintendent for Operations and Mr. Kubiak agrees to continue to serve the School District as its Assistant to the Superintendent for Operations. As such, Mr. Kubiak’s duties include, but are not limited to those outlined in the Job Description for the Assistant to the Superintendent for Operations. Notwithstanding the foregoing, the School District reserves the right to change or supplement the duties of the Assistant to the Superintendent for Operations upon reasonable prior notice.

III. Work Year

- A. The Assistant to the Superintendent for Operations 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 Superintendent shall evaluate the performance of the Assistant to the Superintendent for Operations. Such assessment of performance shall be conducted as described below in each year of this agreement 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, Director of Technology 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. The Assistant to the Superintendent for Operations shall be rated based on the District assessment process by the Superintendent and scored as follows:

DISTINGUISHED	3
PROFICIENT	2
NEEDS IMPROVEMENT	1
FAILING	0

The Assistant to the Superintendent for Operations shall also be given a score based on the average of the Building Level Scores (BLS) as follows:

≥ 90	3
≥ 70	2
≥ 60	1
< 60	0

3

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.

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

Informal conferences will be held throughout the year. 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.

- C. A plan for improvement shall be developed by the Superintendent 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 the purpose of this Section 5, 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. The School District shall pay the Assistant to the Superintendent for Operations an annual gross salary of One-hundred five thousand dollars (\$105,000) for the 2022-2023 school year. The salary for the 2023/2024 school year and each year thereafter during the remainder of this Plan, shall be determined in accordance with Paragraph C of this section.

C. Salary Adjustment

Adjustment in the Employees’ salary for the 2023-2024 through the 2026-2027 school years 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:

INCREASED BASED UPON PERCENTAGE OF CURRENT BASE SALARY

3	5% + COL
2.5 – 2.99	2% + COL
2 – 2.49	1% + COL
<2	No adjustment

By way of example, if the Director was rated Proficient (2) with a SPP 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 agreement the total salary shall be capped and not exceed a maximum amount of \$125,000.00. Each year thereafter, during the term of this agreement, the maximum amount available as forth in this paragraph shall be increased by the COL as set forth herein above.

D. 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.

E. Amendment

Any adjustment in the gross salary of the Employee made during the term of this Agreement shall be in the form of a written amendment between the parties and shall become part of this Agreement. However, any such adjustment or amendment shall not constitute, and shall not be construed as constituting, the entry by the School District and the Employee into a new Agreement, or in any manner as extending the anticipated termination date of this Agreement.

VI. Fringe Benefits/Leaves

A. Health/Major Medical

The District agrees to provide Health Care Insurance to the Employee during the term of this agreement 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 the 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 the Employee waives health insurance, the employee will be paid one-third (1/3) the cost per year of the agreement 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 February and the remaining amount will be paid in the last pay of August. 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 February and the remaining amount will be paid in the last pay of August. 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 the Employee's 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.

The Employee 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

The Assistant to the Superintendent for Operations shall be covered by the District's liability insurance for his actions as Assistant to the Superintendent for Operations to the extent permitted by law. Any deductible will be paid by the 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 the 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 agreement.

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 agreement, 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 Eighteen 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 VI, 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 Assistant to the Superintendent for Operations 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 1st of each year of this agreement. 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 31st 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:

The Employee 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) An employee 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

The Employee shall receive three (3) personal days per year which may not be carried over. Unused personal days shall be forfeited.

The Employee 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, K, L & M.a above.

N. Professional Development and Dues

The Assistant to the Superintendent for Operations shall be entitled to attend one Pennsylvania and one national professional meeting, convention, or seminar each school year at the expense of the District and subject to approval by the Board, which shall not be unreasonably denied.

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, the 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 Employee 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 Board of School Directors undertakes any formal investigation of the conduct or performance of the Assistant to the Superintendent for Operations, Mr. Kubiak shall be:

- Notified of the occurrence and purpose of the investigation before it begins.
- Granted an opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation before the completion of the investigation.

- Granted access to all non-privileged or non-protected reports generated by such an investigation upon the completion of the investigation.
- B.** Any investigations undertaken shall be completed in private without any public disclosure by the School District, the Board of School Director 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. However, any attorney, consultant or other representative retained by the Board of School Directors to assist with this investigation 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 herein 7 of this Agreement shall obligate the School District, the Board of School Directors, any individual members of the Board, 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 Mr. Kubiak’s conduct or performance.

VIII. Modifications

This agreement contains the entire compensation of the Assistant to the Superintendent for Operations and may not be changed or altered except in writing and mutually agreed upon by both parties.

IX. Savings

If during the term of this agreement it is found that a specific clause of the agreement is illegal in Federal or State law, the remainder of the agreement not affected by such ruling shall remain in force.

X. Obligations

This Agreement shall be binding upon and shall insure to the benefit of the parties, their successors and 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 such Code.

XII. Applicable Law

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

XIII. Board Action

This agreement shall become effective on July 1, 2020 and shall remain in effect through and including June 30, 2027.

IN WITNESS WHEREOF and intending to be legally bound thereby, the parties have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

KEYSTONE OAKS SCHOOL DISTRICT

Maureen S. Myers
Assistant Board Secretary

By: _____

Theresa Lydon
President, Board of School Directors

WITNESS:

By: _____

Joseph A. Kubiak
Assistant to the Superintendent for Operations