

Keystone Oaks School District

Confidential Employee
Compensation
Plan

July 1, 2020 – June 30, 2025

CONFIDENTIAL EMPLOYEE COMPENSATION PLAN

The Board of School Directors of the Keystone Oaks School District adopts the following Compensation Plan to address the terms and conditions of employment for those Confidential Employee positions existing within the School District.

I. Term

- A. This Plan shall be effective July 1, 2020 and be in effect continuously through June 30, 2025.

- B. If a Confidential Employee decides to resign / retire during the term of this Compensation Plan and fails to provide ninety (90) 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.

- C. The decision to terminate a Confidential Employee 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 Confidential Employee. If such a decision is made, the School District will provide the Confidential Employee with at least sixty (60) calendar days prior notice of said termination.

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 "Confidential Employee" shall include the following position for the purpose of this Plan, together with any other position(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 positions during the term of this Plan.
 - Confidential Administrative Assistant

- D. The duties of this position include, but are not limited to those outlined in the Job Description available in the District Job Description Manual.

III. Work Year

- A. 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.

- B. The basic work day shall consist of seven (7) working hours and one (1) hour unpaid lunch, with the specific starting time and ending time to be established by the District Superintendent or his designee, and adjusted as necessary to meet the needs of the School District.
- C. The basic work week shall consist of five (5) consecutive work days scheduled Monday through Friday during any week, provided, however, that Confidential Employees shall be required, in emergency situations as determined by the Superintendent, to work on weekends, and/or holidays, if necessary.
- D. Confidential Employee positions shall be salaried positions for which employees shall not receive any overtime payment.

IV. Assessment of Performance

- A. An annual assessment of performance shall be the means by which the Superintendent and the Director of Finance and Human Resources shall evaluate the performance of an individual Confidential Employee. 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 Finance and Human Resources 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. 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.

At least two formal conferences, an interim appraisal and a final appraisal, will be held each year. Additional conferences may be held as necessary. A written notification or performance level will be provided to each individual following the formal conference.

The interim appraisal shall occur prior to December 1st of each year and the final appraisal shall occur prior to May 1st of each year.

- C. 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 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 January of the preceding year to January of the current year. By way of example, the CPI-U to be used to calculate adjustments to salary effecting in 2020 is the unadjusted percentage change from January 2019 to January 2020, or 2.5%.

B. Salary Adjustment

There shall be no adjustments in the Confidential Employee's salary for the 2020-2021 plan year.

Adjustment in the Confidential Employee's salary for the plan years beginning July 1, 2021 shall be determined by the Board in its sole discretion based upon the performance evaluation and in accordance with the following:

INCREASE BASED UPON PERCENTAGE OF CURRENT BASE SALARY

Distinguished	3% + COL
Proficient	2% + COL
Needs Improvement	No adjustment
Failure	No adjustment

In the 2020-2021 year of this agreement the total salary for a Confidential Employee shall be capped and not exceed a maximum amount of \$60,000. 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. By way of example, if the COL for calendar year 2020 is 2.5%, the maximum salary the Confidential Employee can receive in 2021-2022 is \$61,500.00 (\$60,000.00 plus COL (\$1500.00)).

Salary increases shall be effective July 1 of each year of this contract unless otherwise approved by the Board. 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 contract.

The Board also retains sole discretion, but shall not be obligated to award a performance bonus to the Confidential Employee. The Confidential Employee's salary may not be reduced without his/her consent.

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 employees of the School District.

D. Amendment

Any adjustments in the salaries during the term of this Compensation Plan shall be deemed an amendment to this Plan, and any such adjustments shall not be construed as either 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 the Employee during the term of this agreement through the Allegheny County School Health Insurance Consortium (ACSHIC). Each Confidential Employee will contribute to the cost of their health care benefits in accordance with the following:

2020-2021	12%
2021-2022	13%
2022-2023	14%
2023-2024	15%
2024-2025	15%

Additionally, in 2020-2021 the district will provide a \$100 Health Care Credit.

The District will provide a base level insurance plan. If an Employee wishes to partake in a higher level of coverage, the employee shall pay the base premium contribution 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 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/vision insurance to the Employee. Each Confidential Employee will contribute to the cost of their dental/vision benefits in accordance with the following:

2020-2021	12%
2021-2022	13%
2022-2023	14%
2023-2024	15%
2024-2025	15%

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

If an Employee waives 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 reserves the right to switch to a benefits plan with substantially the same coverage should it benefit the District financially.

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 Forty (\$40.00) Dollars per day for each

unused sick leave day earned prior to July 1, 2009 or those carried over from previous employers / positions and Fifty (\$50.00) Dollars per day for each unused sick leave day earned after July 1, 2009 to a maximum reimbursement of Ten Thousand (\$10,000) Dollars. Sick leave days earned after July 1, 2009 will be used before sick leave days earned before July 1, 2009.

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 1st of each year of this Plan. The Employee may carry over a maximum of ten (10) unused vacation days to the following school year. Any vacation days carried over to the following year must be used before October 31st of that year.

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

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 above.

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, 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. Reimbursement for a grade of "B" will be 50%. Any grade lower than a "B" will receive no compensation. Maximum reimbursement shall not exceed \$6,000 per year. Employee must not be rated Needs Improvement or Failing unless the coursework is part of a Performance Improvement Plan. Coursework must be Accredited and applicable to required certifications In PA.

VII. Investigations

- A. In the event that the Superintendent directs that any formal investigation of the conduct or performance of the Confidential Employee, the employee 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 in herein 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 conduct or performance.

VIII. Modifications

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 Confidential Employee group 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, 2020 and shall remain in effect through and including June 30, 2025.

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.

FOR THE CONFIDENTIAL EMPLOYEE GROUP:

FOR THE DISTRICT:

Representative

President

WITNESS:

ATTEST:

Board Secretary

