

KEYSTONE OAKS SCHOOL DISTRICT

EMPLOYMENT CONTRACT

SECOND SHIFT SUPERVISOR

THIS AGREEMENT is made and entered into this 18th day of October, 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**

MICHAEL COSTANTINI, an adult individual currently residing at [REDACTED]
[REDACTED] (hereafter, "Mr. Costantini" or "Second Shift Supervisor").

WHEREAS, at a regularly scheduled meeting duly and properly called on the 18th day of October 2022, the Board of School Directors appointed Michael Costantini as the Second Shift Supervisor for the School District and

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

NOW THEREFORE, intending to be mutually bound thereby, the School District does hereby agree to employ Michael Costantini as its Second Shift Supervisor, and Mr. Costantini does hereby accept employment with the School District as its Second Shift Supervisor, in accordance with the following terms and conditions.

I. Term

- A.** The employment of the Second Shift Supervisor under this Agreement shall commence on October 17, 2022, and shall continue without interruption, unless terminated earlier, through June 30, 2027.
- B.** If the Second Shift Supervisor decided to resign / retire during the term of this contract and fails to provide ninety (90) calendar days written notice to the Board of School Directors, the Second Shift Supervisor shall be subject to a penalty of Five-Thousand (\$5,000.00) Dollars and ineligible to receive any benefits or compensation to which the Second Shift Supervisor would otherwise have been entitled as a result of severance of employment duly notified.
- C.** The decision to terminate the employment of the Second Shift Supervisor 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 Second Shift Supervisor. If such a decision is made, the School District will provide the Second Shift Supervisor with at least sixty (60) calendar days prior notice of said termination.
- D.** The School District and Mr. Costantini agree that Mr. Costantini has no expectation of continued employment as Second Shift Supervisor 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 Second Shift Supervisor, Mr. Costantini.
- C.** The School District agrees to employ Mr. Costantini as its Second Shift Supervisor and Mr. Costantini agrees to serve the School District as its Second Shift Supervisor. As such, Mr. Costantini’s duties include but are not limited to those outlined in the Job Description available in the District Job Description Manual. Notwithstanding the foregoing, the School District reserves the right to change or supplement the duties of the Second Shift Supervisor upon reasonable prior notice.

The Second Shift Supervisor is entitled to overtime pay. All overtime must be pre-approved by the Supervisor of Buildings, Grounds, and Transportation.

III. Work Year/Day

- A. The Second Shift Supervisor's 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 Second Shift Supervisor shall work an eight-hour day, exclusive of a thirty (30) minute duty-free lunch period.

IV. Assessment of Performance

- A. An annual assessment of performance shall be the means by which the Supervisor of Buildings, Grounds, and Transportation shall evaluate the performance of the Second Shift Supervisor. 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, Supervisor of Buildings, Grounds, and Transportation, 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 School 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 December of the preceding year to December of the current year.
- B. The School District shall pay the Second Shift Supervisor an annual gross salary of \$45,000.00 (prorated based on the employee’s start date), for the 2022-2023 school year.

C. Salary Adjustment

Adjustment in the Employees’ salary for the 2023-2024, 2024-2025, 2025-2026, and 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.

INCREASED BASED UPON PERCENTAGE OF CURRENT BASE SALARY

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

In the 2022-2023 year of this agreement the total salary shall be capped and not exceed a maximum amount of \$65,000.00. 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 School 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 following rates of the premium-based upon the selected coverage level.

2022-2023 11%

2023-2024 12%

2024-2025 13%

2025-2026 14%

2026-2027 15%

The School 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 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 December and the remaining amount will be paid in the last pay of June. The School District shall arrange to have this payment deducted on a pretax basis.

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

B. Dental/Vision

The School District agrees to provide individual or full family dental care insurance. The Employee shall contribute to the cost of the plan at the following rates:

2022-2023 11%

2023-2024 12%

2024-2025 13%

2025-2026 14%

2026-2027 15%

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 School District shall arrange to have this payment deducted on a pretax basis.

The School District agrees to provide individual or full family basic vision care insurance. The Employee shall contribute to the cost of the plan at the following rates:

2022-2023 11%
2023-2024 12%
2024-2025 13%
2025-2026 14%
2026-2027 15%

The School 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

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 School 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 School 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 School 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 ten (12) sick days per year in each year of this agreement, to be prorated as appropriate during the Employee's first year of employment with the School District.

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 School 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 Thirty (\$30.00) Dollars per day for each unused sick leave day to a maximum reimbursement of Four Thousand Five Hundred (\$4,500) Dollars.
4. Notwithstanding the language in this Section VI, paragraph I., 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 School 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 School District's 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. 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:

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, J, K & L above.

N. Professional Development and Dues

The School 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 School District.

O. Mileage

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

P. Clothing

The Employee will receive the following clothing benefits:

- a. Entitlement to five (5) pullover shirts and five (5) tee shirts per year, all of which represent the district.
- b. Entitlement to a \$65.00 clothing allowance per school year.

Q. 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.

R. Tuition Reimbursement

The School District shall reimburse the Employee ninety percent (90%) of the tuition costs incurred for graduate/applicable 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.

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 positional duties or to stated staff development goals of the School 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 School District prior to resigning or return the reimbursement to the School District.

VII. Investigations

- A.** In the event that the Superintendent directs that any formal investigation of the conduct or performance of the Second Shift Supervisor, Mr. Costantini 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 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. 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 Section 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. Costantini's conduct or performance.

VIII. Modifications

This agreement contains the entire compensation of the Second Shift Supervisor 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 October 18, 2022 and shall remain in effect through and including June 30, 2027.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the day and year first above written.

**ATTEST:
DISTRICT**

KEYSTONE OAKS SCHOOL

Joseph Kubiak, Secretary
Board of School Directors

Theresa Lydon, President
Board of School Directors

Tamara Donohue, Vice President
Board of School Directors

WITNESS:

MICHAEL COSTANTINI