

CARLYNTON SCHOOL DISTRICT
DIRECTOR OF FISCAL AFFAIRS AND BUDGET

THIS AGREEMENT, made and entered into this 22nd day of December 2020, by and between the **CARLYNTON AREA SCHOOL DISTRICT** (hereinafter referred to as the "School District")

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KEITH BIELBY, of 103 Cedar Ridge Drive, Monaca, Pennsylvania 15061 (hereinafter referred to as "Mr. Bielby" or "Director of Fiscal Affairs and Budget").

PREAMBLE

WHEREAS, the Board of School Directors of the Carlynton Area School District by Board Motion on December 22, 2020 appointed Keith Bielby as the Director of Fiscal Affairs and Budget for a term to expire June 30, 2024; and

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

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

ARTICLE I. TERM

1.0 Term. The School District hereby appoints Keith Bielby to the position of Director of Fiscal Affairs and Budget of the Carlynton Area School District for a term commencing on or about February 22, 2021 and terminating midnight June 30, 2024.

1.1 Sixty-Day Notice. In the event Mr. Bielby would unilaterally elect to leave his employment at Carlynton Area School District prior to the expiration of said term, he shall give sixty (60) calendar days written notice to the School District's Board. For purposes of computing said sixty (60) days, vacation days shall not be counted. The Parties hereto acknowledge that the replacement and training of a new Director of Fiscal Affairs and Budget necessarily causes the School District to incur various expenses and loss of productivity, which items equate to pecuniary losses, which cannot be adequately reduced to a specific money amount. Therefore, the District requires that the Director of Fiscal Affairs and Budget provide training for a newly designated Director of Fiscal Affairs and Budget within the sixty (60) day termination period.

1.2 Termination for Cause. The School District shall have the right to sooner terminate this Agreement and dismiss the Director of Finance and Budget for incompetency, intemperance, neglect of duty, violation of any of the School Laws of the Commonwealth, violation of School Board Policy or directives of the School Board and/or Superintendent, or other improper conduct. The Director of Fiscal Affairs and Budget may also be removed as a result of two (2) consecutive unsatisfactory evaluations on the evaluation instrument developed in section 3.0, not less than one (1) month apart. The Director of Fiscal Affairs and Budget shall be granted the due process rights set forth in Section 1089 of the Public School Code of 1949, as amended, (24 P.S. §10-1089(c)). Mr. Bielby may also be terminated for economic reasons. In the event of such removal, all compensation or benefits otherwise payable to the Director of Fiscal Affairs and Budget shall end.

1.3 Mutual Termination. In the event the Director of Fiscal Affairs and Budget's contract is terminated by mutual consent prior to its effective termination date or pursuant

to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Director of Fiscal Affairs and Budget.

1.4 Renewal or Extension. On or before April 1, 2024, the School District shall give written notice of its intent not to renew or not to negotiate Mr. Bielby' s employment as Director of Fiscal Affairs and Budget. Absent such notice, Mr. Bielby is not obligated to provide the 60-day notice set forth in Section 1.1 above. The School District will not be bound by such notice of intent unless Mr. Bielby expressly notifies each School Board Director and the Superintendent, in writing, of this notice provision between February 1, 2024 and February 28, 2024.

1.5 Contract Year. All references to this Agreement to "contract year" shall mean the period of time from February 22, 2021 to June 30, 2021 for the first contract year. Each contract year thereafter shall be from July 1 to the following June 30.

ARTICLE II. DUTIES

2.0 Legal Qualifications. The Director of Fiscal Affairs and Budget covenants that he possesses all of the qualifications that are required by law and/or the Carlynton School District to serve as a Director of Fiscal Affairs and Budget. The Director of Fiscal Affairs and Budget agrees to maintain throughout the term of this Agreement any valid and current commission or other legal credentials as may from time-to-time be required by law and to present the same to the Board of School Directors.

2.1 Duties. The Director of Fiscal Affairs and Budget shall, subject to the supervision and authority of the District Superintendent and the School Board and their successors, serve as the Director of Fiscal Affairs and Budget, performing those duties as

required by the Pennsylvania Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, job description as periodically amended, and such other duties and responsibilities as may from time-to-time be legally prescribed and assigned to him by the Superintendent or School Board. The Director of Fiscal Affairs and Budget agrees to perform his duties in a competent and professional manner.

2.2 Workday/ Work Year. It is acknowledged that Mr. Bielby is a salaried, twelve-month Administrative employee and, as such, will work such hours as needed and directed by the Superintendent including, but not limited to, attendance at all school board meetings. Mr. Bielby's workday shall generally be the regular business hours of the District's Business Office.

ARTICLE III. PERFORMANCE ASSESSMENTS

3.0 Evaluation. The Superintendent and Mr. Bielby shall meet on or before July 31st of each contract year for purposes of establishing his goals and objectives. At such time, a written evaluation instrument or format to be used as a basis for evaluating the Director of Fiscal Affairs and Budget shall be formulated. The evaluation instrument or format shall be based upon achievement of criteria, job performance and other additional and measurable objectives to be mutually established by the Superintendent and Mr. Bielby. The evaluation instrument or format shall be developed by the Superintendent with input from the Director of Fiscal Affairs and Budget. This shall be utilized for the current and subsequent contract year's evaluation(s).

3.1 Evaluation Conferences. A regular and annual formal assessment of Mr. Bielby's performance and future goals shall be the means by which the School District

shall assess his performance. The performance assessment shall be conducted in a private session limited to Mr. Bielby and the Superintendent. The Superintendent shall evaluate Mr. Bielby from time-to-time, with at least one evaluation taking place prior to June 30th of each contract year. The above-agreed upon evaluation instrument or format shall be utilized. The Parties agree that performance assessments shall be privileged and that each Party shall respect the confidentiality of the discussions. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing.

3.1.1 Progress Report. Mr. Bielby shall prepare a written progress report on his annual goals for mutual feedback and comment between he and the Superintendent; the progress report shall be due on January 31st of each contract year. A format for the progress report shall be developed by the Superintendent.

3.1.2 Follow-up Evaluation. In the event Mr. Bielby receives an unsatisfactory evaluation, he will receive a subsequent evaluation no sooner than one (1) month after the unsatisfactory evaluation.

3.2 Purpose of Performance Assessment. The purposes of the performance assessment shall be as follows:

1. To strengthen the working relationship between the Director of Fiscal Affairs and Budget and the Superintendent;
2. Enhance the effectiveness of the Director of Fiscal Affairs and Budget, Superintendent, and School Board;
3. Clarify for the Director of Fiscal Affairs and Budget the responsibilities the School Board and Superintendent rely upon him to fulfill;

4. As a factor for determining whether to renew or not renew the Director of Fiscal Affairs and Budget's contract and term; provided, however, performance assessments shall not be construed as in any manner obligating the School Board to renew his term or contract.

ARTICLE IV. COMPENSATION

4.0 **Salary.** Dependent upon a satisfactory evaluation, the Director of Fiscal Affairs and Budget's salary shall be as follows:

Year 2020/2021	\$94,000 (pro rata from date of hire)
Year 2021/2022	\$95,000
Year 2022/2023	\$97,500
Year 2023/2024	\$100,000

4.1 The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month Administrative employees of the School District.

4.2 **Salary Adjustments.** Any adjustments in the Director of Fiscal Affairs and Budget' salary during the term of this Agreement shall be deemed an amendment to this Agreement and shall be in writing. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Director of Fiscal Affairs and Budget, or in any manner extending the anticipated termination date of this Agreement.

ARTICLE V. FRINGE BENEFITS

5.0 Fringe Benefits. The documented fringe benefits contained herein will not be reduced or modified and are intended to remain in effect from year to year, unless otherwise agreed by the parties in writing.

5.1 Term Life insurance. The School District will provide and pay for term life insurance in the amount of \$50,000. Optional life insurance may be purchased but paid for by the Director of Fiscal Affairs and Budget consistent with the insurance carrier's regulations.

5.2 Health/Major Medical, Dental, Prescription, Vision/Disability. The Director of Fiscal Affairs and Budget will receive the same health care benefits as the professional employees as provided by the Allegheny County Schools Health Insurance Consortium. The Director of Fiscal Affairs and Budget will contribute to the cost of his health care benefits at the same rate as the professional staff.

5.3 Sick Leave. The Director of Fiscal Affairs and Budget may transfer nineteen (19) sick leave days from his previous employment at the start of employment and in addition will be provided twelve (12) sick leave days per year commencing July 1, 2021, and each year thereafter calculated from July 1 to June 30 of each year. Sick days provided shall be prorated from February 22, 2021 to June 30, 2021 in which the Director of Fiscal Affairs and Budget will work less than one full year. In the event that illness or disability prevents the completion of the work year, the Director of Fiscal Affairs and Budget will receive all sick leave days allocated for the entire year.

5.4 Work Year. The Director of Fiscal Affairs and Budget will be contracted for approximately 260 days annually.

5.5 Vacation. The Director of Fiscal Affairs and Budget will receive twenty (20) days of vacation annually calculated from July 1 to June 30 each year. Vacation days shall be prorated for the first contract year in which the Director of Fiscal Affairs and Budget will work less than one full year between March 9, 2021 and June 30, 2021. If the Director of Finance and Budget is unable to use all of his accrued vacation benefits by September 1 of the year following the earning of the vacation, the Director of Fiscal Affairs and Budget will be paid a per diem rate for up to five (5) days not used in the preceding year. In addition, another five (5) days may be converted in to sick days. Any other vacation days not used will be lost. The use of vacation days must be approved in advance by the Superintendent.

5.6 Expense Allowance. In attending conventions, workshops, membership in professional organizations, attendance at meetings, district travel, etc. the Director of Fiscal Affairs and Budget will be provided with an expense allowance not to exceed five hundred (\$500) dollars. All above expenses must be vouchered and submitted to the Superintendent on the district's form (this provision does not cover National Conventions approved by the Board).

5.7 Unused Sick Leave. The Director of Fiscal Affairs and Budget will be provided with payment of Sixty-five (\$65) dollars times the number of unused sick leave days accumulated in the District at the time of death or resignation.

5.8 Severance Pay. The voluntary retirement as defined as an employee capable of superannuation under the PSERS requirements shall entitle the Director of Finance and Budget or legal heirs to receive from the District severance pay as follows:

a. One month's salary for each seven (7) years of service with the District. The Director of Fiscal Affairs and Budget must have at least 7 years of service in the District to qualify. Periods between the 7-year increments shall entitle the Director of Fiscal Affairs and Budget to a prorated share of each month's salary (e.g. Nine years of service shall entitle the Director of Fiscal Affairs and Budget to 1 2/7 month's salary). If the District Director of Fiscal Affairs and Budget has at least 7 years of service with the District, the Director of Fiscal Affairs and Budget will receive one-month salary for each 7 years of service.

OR

b. One month's salary for each six (6) years of service with the District for the Director of Fiscal Affairs and Budget having more than twenty years of service. The twenty years of service must have been in the Carlynton School District. Periods of less than six years shall entitle the Director of Fiscal Affairs and Budget to a prorate share of a month's salary. If the DOF has more than 20 years of service, the DOF shall receive one-month salary for each six years of service. **(Sections 5.8.a and 5.8.b are mutually exclusive.)**

c. Retirement Insurance - The District will provide a paid-up life insurance policy for five thousand (\$5,000) to the Director of Fiscal Affairs and Budget upon retirement from service with the District. Retirement is defined by the PSERS parameters of superannuation. A ten (10) year minimum service with the District is required for eligibility.

d. Health Care - During the period between retirement and either attaining age sixty-five (65) or becoming eligible to receive Medicare and/or Medicaid benefits, the retired Director of Fiscal Affairs and Budget and his family (if applicable) will, at the expense of the District, be provided with the same health care coverage as provided to the teaching staff by the Allegheny County Schools Health Insurance Consortium. The retired Director of Fiscal Affairs and Budget will be responsible for the same health insurance co-payments as paid by the teaching staff at Carlynton School District. In the event of the Director of Fiscal Affairs and Budget's death prior to attaining age sixty-five (65) or becoming eligible for Medicare, the Director of Fiscal Affairs and Budget's spouse will be entitled to continue his/her above enumerated coverages under the school district plan at his/her own expense. Retirement is defined by the PSERS parameters of superannuation. A ten (10) year minimum service with the District is required for eligibility.

e. In the event Director of Fiscal Affairs and Budget is discharged for appropriate cause identified in the school code or under this agreement, he will not be eligible for any severance benefits provided for under section 5.8 under this agreement.

5.9 Unused Vacation. The Director of Fiscal Affairs and Budget will be provided with payment of sixty-five (\$65) dollars times the number of unused vacation days accumulated in the District at the time of death, resignation or PSERS retirement while in service to the Carlynton School District.

5.10 Mileage Reimbursement. Reimbursement for use of private vehicles will be at the standard mileage rate for business miles established by the Internal Revenue Service.

5.11 Personal/Emergency Days. The Director of Fiscal Affairs and Budget shall be entitled to four (4) personal/emergency days per year, pro-rated for the first year. The Director of Fiscal Affairs and Budget may carry over to the following year two (2) days of personal/emergency time, which are not used. A maximum of six (6) personal/emergency days may be available if accumulated in any one school year. All unused personal/emergency days over six (6) will be converted to sick days. The Director of Fiscal Affairs and Budget will be provided with payment of sixty-five (\$65) dollars times the number of unused personal/emergency days accumulated in the District at the time of death, resignation, or PSERS retirement while in service to the Carlynton School District.

5.12 Bereavement Leave. Bereavement leave is defined by section 1154 of the PA School Code.

Death of near relative as defined by the Pennsylvania Public School Code of 1949, as amended: one day

Death of immediate family as defined by the Pennsylvania Public School Code of 1949, as amended: five days

ARTICLE VI. MISCELLANEOUS

6.0 Severability Clause. Should any term, condition, clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Agreement and, in all other respects, this Agreement shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted term, condition, clause or provision.

6.1 Statutory Reference. All references to the Pennsylvania Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

6.2 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

6.3 Inurement. This Agreement shall be binding upon the Parties hereto, their successors, assigns, administrators, executors and heirs.

IN WITNESS THEREOF, the Parties hereto have set their hands and seals the day
and year first above written.

ATTEST:

CARLYNTON SCHOOL DISTRICT:

Secretary: Christopher Juzwick

President of Board: Jim Schriver

Witness

Keith Bielby