

CARLYNTON SCHOOL DISTRICT
DIRECTOR OF FINANCE AND OPERATIONS

THIS AGREEMENT, made and entered into this 16th day of April 2024, by and between the **CARLYNTON 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 Finance and Operations").

PREAMBLE

WHEREAS, the Board of School Directors of the Carlynton School District by Board Motion on April 16, 2024 appointed Keith Bielby as the Director of Finance and Operations for a term to expire June 30, 2029; 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 Finance and Operations of the Carlynton Area School District for a term commencing on or about July 1, 2024 and terminating midnight June 30, 2029.

1.1 Sixty-Day Notice. In the event Mr. Bielby would unilaterally elect to leave his employment at Carlynton 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 Finance and Operations 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 Finance and Operations provide training for a newly designated Director of Finance and Operations 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 Operations 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 Finance and Operations 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 Finance and Operations 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 Finance and Operations shall end.

1.3 Mutual Termination. In the event the Director of Finance and Operations' 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 Finance and Operations.

1.4 Renewal or Extension. On or before April 1, 2029, the School District shall give written notice of its intent not to renew or not to negotiate Mr. Bielby' s employment as Director of Finance and Operations. 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, 2029 and February 28, 2029.

1.5 Contract Year. All references to this Agreement to "contract year" shall mean the period of time from July 1, 2024 to June 30, 2029 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 Finance and Operations 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 Finance and Operations. The Director of Finance and Operations 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 Finance and Operations shall, subject to the supervision and authority of the District Superintendent and the School Board and their successors, serve as the Director of Finance and Operations, 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 Finance and Operations 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 Finance and Operations 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 Finance and Operations. 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 Finance and Operations and the Superintendent;
2. Enhance the effectiveness of the Director of Finance and Operations, Superintendent, and School Board;
3. Clarify for the Director of Finance and Operations 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 Finance and Operations'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 Finance and Operations' salary shall be as follows:

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.

Year 2024/2025	\$135,000.00
Year 2025/2026	\$140,000.00
Year 2026/2027	\$145,000.00
Year 2027/2028	\$150,000.00
Year 2028/2029	\$155,000.00

4.2 Salary Adjustments. Any adjustments in the Director of Finance and Operations' 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 Finance and Operations, 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 Finance and Operations consistent with the insurance carrier's regulations.

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

5.3 Sick Leave. As of the signing of this Agreement, Mr. Bielby has accumulated 59 sick leave days. The Director of Finance and Budget will be provided with twelve (12) sick leave days per year contingent upon the completion of each work year, commencing July 1, 2024. In the event that illness or disability prevents the completion of the work year, the Director of Finance and Operations will receive all sick leave days allocated for the entire year.

5.4 Work Year. The Director of Finance and Operations will be contracted for approximately 260 days annually.

5.5 Vacation. The Director of Finance and Operations will receive twenty (20) days of vacation annually calculated from July 1 to June 30 each year. 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 Finance and Operations will be paid a per diem rate for up to five (5) days not used in the preceding year. In addition, any other vacation days not used shall be converted into sick days. 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 Finance and Operations 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 Finance and Operations 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 Finance and Operations must have at least 7 years of service in the District to qualify. Periods between the 7- year increments shall entitle the Director of Finance and Operations to a prorated share of each month's salary (e.g. Nine years of service shall entitle the Director of Finance and Operations to 1 2/7 month' s salary). If the District Director of Finance and Operations has at least 7 years of service with the District, the Director of Finance and Operations 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 Finance and Operations 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 Finance and Operations 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 Finance and Operations upon

retirement from service with the District. Retirement is defined by the PSERS parameters of superannuation.

- d. Health Care – This provision shall apply only if retirement is taken at the expiration of the within five (5) year Agreement. 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 Finance and Operations 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 Finance and Operations 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 Finance and Operations' s death prior to attaining age sixty-five (65) or becoming eligible for Medicare, the Director of Finance and Operations' 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.
- e. In the event Director of Finance and Operations 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 Finance and Operations 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 Finance and Operations shall be entitled to four (4) personal/emergency days per year, pro-rated for the first year. The Director of Finance and Operations 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 Finance and Operations 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.

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

BY: _____

Witness

BY: _____
KEITH BIELBY