

**CHARTIERS VALLEY SCHOOL DISTRICT  
EMPLOYMENT CONTRACT**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between **CHARTIERS VALLEY SCHOOL DISTRICT**, a school district created in accordance with the laws of the Commonwealth of Pennsylvania with its principal office situated at 2030 Swallow Hill Road, Pittsburgh, Pennsylvania, 15220 (hereinafter referred to as “District”),

**A  
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D**

**Patricia Connolly**, an individual residing in the Commonwealth of Pennsylvania (hereinafter referred to as “Director of Finance and Operations”).

**PREAMBLE**

**WHEREAS**, the Board of School Directors of Chartiers Valley School District (hereinafter referred to as “Board”) at a meeting of the Board duly and properly called on the 26th day of January, 2021, did employ Patricia Connolly as Director of Finance and Operations in accordance with the provisions of Section 508 and Section 1089 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §§ 5-508 and 10-1089); 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 Board does hereby elect and appoint Patricia Connolly to the position of Director of Finance and Operations of the Chartiers Valley School District for a term commencing \_\_\_\_\_, \_\_\_\_\_, 2021 and terminating June 30, 2024.

**1.1 Contract Year**. All references in this Contract to “contract year” shall mean the period of time from July 1 to the following June 30.

**1.2 Termination by Employee.** This Contract may be terminated by the Director of Finance and Operations prior to its effective termination date by the Director of Finance and Operations submitting a written resignation to the President of the Board at least thirty (30) days prior to the effective date of the resignation. In such event, the District shall have the option of having the Director of Finance and Operations continue to perform her duties for some or all of the remaining thirty (30) days, or to discontinue the performance of said duties. Whether or not the District elects to have the Director of Finance and Operations perform her duties during the entire thirty (30) day period, or any portion of the thirty (30) days, the Director of Finance and Operations shall be compensated for each day worked at her per diem rate calculated using base salary at the time of resignation.

**1.3 Termination for Cause.** Throughout the term of this Contract the Director of Finance and Operations shall be subject to discharge for any violations of the terms and conditions of this Agreement and as provided by Section 514 and Section 1089(c) of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §§ 5-514 and 10-1089(c) provided, however, that the Director of Finance and Operations shall have the right to receive written charges at least ten (10) calendar days prior to a hearing. At any such hearing before the Board, the Director of Finance and Operations shall have the right to be present and to be heard, to be represented by counsel at her expense, and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the District shall be made available to the Director of Finance and Operations upon request. The cost of the transcript shall be borne by the Director of Finance and Operations.

**1.4 Mutual Termination.** This contract may be terminated by the parties hereto prior to its effective termination date by mutual consent in writing. In the event this contract is terminated by mutual consent, in writing, prior to its effective termination date or pursuant to Section 1.3 herein, the District shall have no further responsibility or liability of any nature whatsoever to the Director of Finance and Operations. The Director of Finance and Operations and the District shall execute a mutual release that releases each party, their respective agents, servants, or employees from any and all liabilities or claims by the other.

## ARTICLE II. DUTIES

**2.0 Authority and Duties.** During the term of this Contract, the Director of Finance and Operations shall, subject to the supervision and authority of the Superintendent (a) be responsible for the efficient organization and conduct of the District's financial affairs and for keeping the District informed about its business affairs and operations, (b) perform the duties of Director of Finance and Operations in a competent and professional manner, and (c) to accept all those responsibilities as are:

- A. Set forth in the Public School Code of 1949, as amended, including but not limited to Section 433 and Section 10-1089 (24 P.S. §§ 4-433 and 10-1089).
- B. Set forth in the District's policies as the same may be amended from time to time.
- C. Normally associated with the position of Director of Finance and Operations as set forth in the job description, and such other duties and responsibilities as may be assigned to the Director of Finance and Operations from time to time by the Superintendent and/or the Assistant Superintendent of School Leadership, all in accordance with the applicable laws and regulations of the Commonwealth of Pennsylvania.

## ARTICLE III. PERFORMANCE EVALUATION

**3.0 Performance-Based Evaluation.** The evaluation of the Director of Finance and Operations shall be based upon Performance Criteria, which shall include performance-based goals and such other criteria of evaluation as determined and mutually agreed upon by the parties (hereinafter referred to as "Performance Criteria"). The Director of Finance and Operations shall meet with the Superintendent prior to each Contract Year to establish the Performance Criteria for the Director of Finance and Operations for the forthcoming Contract Year. As part of the preparation of Performance Criteria, the parties shall also review and agree to utilize the District's written evaluation instrument as a basis for evaluating the Director of Finance and Operations.

**3.1. Performance Review.** The Director of Finance and Operations' immediate supervisor shall review the performance of the Director of Finance and Operations using the evaluation instrument set forth in Paragraph 3.0 hereof at a minimum of once per annum. The Director of Finance and Operations will also do a self-assessment as to the performance of her goals. The time line for the evaluation(s) shall be determined as part of the Performance Criteria as set forth in Paragraph 3.0 hereof, but in no event shall the evaluation(s) take place later than August 1.

**3.2. Confidentiality of Performance Review.** The parties agree that the Director of Finance and Operations' annual performance review shall be considered privileged and confidential and not disclosed to the public, and both parties further agree that they shall respect the confidentiality of the evaluation discussions. Nothing herein, however, shall prevent the District from using such evaluations in a dismissal hearing properly brought under Section 514 or Section 1089(c) of the Public School Code of 1949, as amended, nor shall prevent the Director of Finance and Operations from using such evaluations in any proceeding initiated against the District.

#### **ARTICLE IV. COMPENSATION**

**4.0 Salary.** The Director of Finance and Operations' annual base salary shall be established on a Contract Year basis accruing from July 1 through June 30, with the initial annual base salary being \$117,500.00. The established annual salary shall be paid in twenty-four (24) equal installments on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. Salary shall be prorated for any year that is less than a full Contract Year. In addition thereto, in such fiscal years during the term of this Agreement, the Board may, at the recommendation of the Superintendent, appoint the Director of Finance and Operations as Board Treasurer or Board Secretary.

**4.1 Salary Adjustments.** Any adjustments in the Director of Finance and Operations' salary during the term of this Contract shall be deemed an amendment to this Contract provided, however, that such adjustments shall not be construed as either creating a new contract between the District and the Director of Finance and Operations or in any manner extending the anticipated termination date of this Contract. Salary adjustments subsequent to the Director of Finance and Operations' 2020-2021 annual base salary shall be determined on an annual basis pursuant to performance evaluations conducted each year. Upon completion of the Annual Performance Based Evaluation by the Board, the Board shall adjust the salary of the Director of Finance and Operations an increase of not less than three percent (3.0%) provided that she has not been rated needs improvement or unsatisfactory.

**4.2 Annual Goal Incentive.** The Director of Finance and Operations shall be eligible for establishing up to four (4) annual goals to be approved by the Superintendent. Upon successful completion of one or more of

the established goals such employee shall be eligible to receive a one-time goal stipend of up to .5% of the current year's salary per goal.

## ARTICLE V. FRINGE BENEFITS

**5.0 General.** The Director of Finance and Operations shall not be considered a part of nor shall she receive the benefits of the Act 93 program. The Director of Finance and Operations shall receive the fringe benefits set forth below. For purposes of this Article, the Director of Finance and Operations shall be considered a Central Administrator.

### Health Insurance

- Health Care: All Central Administrators eligible for health care insurance shall be provided the Allegheny County Schools Health Insurance Consortium (ACSHIC) HMO Standard Plan. Any changes either made within that standard plan or in the standard plan being offered by the ACSHIC trustees shall become the standard plan coverage defined by this section.

- All Central Administrators enrolled in health care insurance shall have the following premium contributions:

Individual Coverage:	1.85% Gross Salary Earned
All Other Coverage:	2.25% Gross Salary Earned

Gross salary earned under this section shall include only the base salary amount. Premium Contributions will be deducted on a monthly basis over twelve (12) equal installments.

- Central Administrators shall be entitled to a bi-annual executive physical examination in which the District will pay up to \$250 in costs exceeding the covered costs provided by the prevailing health care plan.
- Dental Benefits: The Board shall provide all Central Administrators, at no cost to the employees, full, individual and dependent Dental Care Insurance plan as offered by Blue Shield of Pennsylvania to include Basic Riders A, B, C and D.
- Vision Care: The Board shall provide all Central Administrators, at no cost to the employees, vision care as offered by the ACSHIC standard vision plan for all employees and their dependents. Any changes either made within the standard plan or in the standard plan being offered by the ACSHIC trustees shall become the standard plan coverage defined by this section.
- Spousal Buy Out: Any Central Administrator who is eligible for health care insurance coverage on a spouse's group insurance plan provided by an employer other than the District provides proof of such coverage and chooses not to utilize the District's health insurance coverage (buy – out), that employee shall receive the following incentive:

Individual Coverage:	\$200.00 per month
Any other level of coverage:	\$250.00 per month

Any employee choosing to buy – out of the District’s health insurance shall do so normally at the beginning of the fiscal year (July 1). In the case of a qualifying event (loss of coverage, change in marital status, birth or adoption of a child, or other event recognized by the insurance carrier as a catastrophic or significant event), the employee may opt back into the coverage effective the month after such notice is received by the District. Employees who did not previously have coverage with the District will be eligible to buy - out only at the Individual Coverage Rate. Employees who buy - out of the District’s health care insurance will retain the right to participate in the District’s dental and vision plan if they so chose.

- Health Insurance Savings Plan: The District retains the right to change providers for insurance coverage. Should the ACSHIC, or a competitor, create a benefit design which costs less than the ACHISC Standard Plan II while being comparable in benefit and network, the District will adopt the alternative.

### **Other Insurances:**

- Term Life Insurance: Central Administrators will be provided a \$50,000 term life insurance policy. The Central Administrator will be eligible for an additional \$50,000 at her / her option provided he / she assumes the responsibility for the individual taxes that may be assessed.
- Travel Accident Insurance: Central Administrators shall receive, at no cost to the employee, \$100,000 in travel accident insurance when they are traveling on approved, District – related, business.
- Professional / Public Liability Insurance: The Central Administrators shall receive all of the benefits and protections of the Pennsylvania Local Government Tort Claims Act, 42, Pa.C.S.A. §8541 et seq., as are provided to all School District officials and employees. Central Administrators shall receive, at no cost to the employee, \$2,000,000 in public liability insurance for district – related legal expenses.
- Premium Payment: Central Administrators shall receive a \$100 monthly allowance toward a paid up life insurance policy at retirement, a tax sheltered annuity, or a disability / long term care policy.
- Disability Insurance: Central Administrators will be provided short- and long-term disability insurance as provided per the District policy.

### **Paid Leaves of Absence:**

- Sick Days: Twelve (12) days of annual sick leave with pay. All unused sick days shall be accumulated. Sick day allotments renew each fiscal year on July 1<sup>st</sup> and may be used in whole or in part as needed. A total of (147) sick days from previous employment at a Pennsylvania educational institution shall be credited to the Director of Finance and Operations. Sick days shall be granted on a pro rata basis to those individuals who are hired throughout the year.
- Personal / Emergency Days: Three (3) personal days per fiscal Year (July 1 – June 30) with pay. All unused personal days shall be converted to sick days effective July 1<sup>st</sup> of the succeeding fiscal year. Personal days shall be granted on a pro rata basis to those individuals who are hired throughout the year.
- Vacation: Twenty (20) vacation days allotted per fiscal year (July 1 – June 30) with pay.

New employees will begin accruing vacation beginning the month in which the employee begins work. Vacation will be accrued at 1.67 days per month worked.

The vacation year coincides with the fiscal year, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the succeeding calendar year.

Employees who are unable to take all of their allotted vacation by June 30<sup>th</sup> may carryover up to and including a maximum of ten (10) days to the succeeding vacation year; all other unused allotted vacation days will be paid out at \$100 per unused day into a tax-sheltered annuity of the employee's choice.

Days carried over must be used within the first two (2) months (by August 31<sup>st</sup>) of the succeeding vacation year or they will be converted to sick days. Employees may be permitted to carryover additional unused vacation days beyond the ten (10) noted above after submitting a written request to, and obtaining written approval from, both the Superintendent and the Board. Additional days being carried over beyond the ten (10) noted above will not convert to sick days and, if unused by the date designated, will be lost.

Unless otherwise noted Central Administrators are scheduled to work 260 days per year. All vacation days, with the exception of emergency situations, must be scheduled and pre – approved by the Superintendent of Schools, or his / her designee, prior to use. Emergency situations will be post – approved when accompanied by a valid explanation.

All employees are expected to be in attendance on “snow days” (cancellation or delay of school) unless excused by the Superintendent. Employees are to exercise caution in coming to work; however, if they are absent or chose not to come, they must take a personal day or vacation day.

- **Holidays:** Central Administrators shall receive all holidays and scheduled breaks granted to the Act 93 Group I employees per the calendar approved annually by the Board.
- **Bereavement:** Central Administrators shall be entitled to bereavement leave as set forth in Section 1154 of the Public School Code of 1949, as amended (24 P.S. 11-1154). In case of death in the immediate family, Central Administrators may be allowed up to five (5) days leave with full pay. These days must be consecutive, and a non-working day shall count against the five (5) days herein mentioned. In such case, no pay shall be allowed for such non-working day(s). Members of the immediate family shall be defined as father, mother, brother, sister, son, son-in-law, daughter, daughter-in-law, husband, wife, parent-in-law, grandchild, near relative who resides in the same household, or any person with whom the employee has made his/her home.

In case of death of near relative, a leave of absence with pay for the day of the funeral is authorized. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

- **Jury Duty:** The District will compensate full salary whenever an employee is called for jury duty upon receipt of proof of service and remittance of all monies received by the employee from the court to the district.

### **Unpaid Leaves of Absence:**

- **Family Medical Leave Act:** The District will at all times maintain a Board policy pertaining to and consistent with all federal and state requirements pertaining to the Family Medical Leave Act of 1993.
- **Medical Leave:** Additional, unpaid time off can be obtained per Board policy on uncompensated leaves of absence.
- **Military:** The District will at all times maintain a Board policy pertaining to and consistent with all federal and state requirements pertaining to military service and USERRA.

### **Other Benefits**

- Travel and Expenses: Central Administrators shall be reimbursed at the Internal Revenue Service rate for mileage (as of January 1 for any calendar year) for the approved business use of their automobile. Travel out-of-state, which involves an overnight stay, shall be pre - approved by the Board of School Directors; employees shall be reimbursed for the necessary expenses incurred in the performance of their duties. Central administrators are to submit timely requests or reimbursement with receipts per the District's guidelines.

Central Administrators are expected to continue their professional development and participate in relevant learning experiences provided such participation does not interfere with the performance of their duties. Attendance at appropriate local and state level meetings is encouraged with the pre-approval of the superintendent. Expenses will be paid by the District per the paragraph shown immediately above.

- Tuition Reimbursement:

Reimbursement Loan: The Board shall reimburse, in the form of a loan, up to the current rate specified by the State System of Higher Education Graduate Tuition Rate, for each Central Administrator at an approved institution in a Masters or Doctorate program, credits / courses directly related to the employees' work. The tuition rate per credit in effect at the time the credits / courses are approved will be the rate used for reimbursement, forgiveness, and possible repayment. Pre-approval of the Board is necessary before either enrollment or participation in a program is initiated; the number of credits / courses that may be scheduled per semester / year is unlimited. To be eligible for a reimbursement loan, all credits / courses for which the employee seeks a reimbursement loan must be started and completed while the individual is employed by Chartiers Valley School District. To obtain reimbursement for any credits / courses, the employee must obtain a grade of "B" or higher; credits / courses in which a grade lower than a "B" is achieved will be ineligible for reimbursement.

Reimbursement Loan Forgiveness: Reimbursement loans provided for the cost of credits shall be forgiven on the following schedule:

- 20% forgiven after one (1) complete school year following receipt of the degree;
- 40% forgiven after two (2) complete school years following receipt of the degree;
- 60% forgiven after three (3) complete school years following receipt of the degree;
- 80% forgiven after four (4) complete school years following receipt of the degree;
- 100% forgiven after five (5) complete school years following receipt of the degree.

"Receipt of Degree" refers to the month, day, and year in which the degree was conferred. "School Year" is defined as that period beginning on a specific day in August / September and concluding on a specific day in June of the succeeding year. The school year in which receipt of degree occurs does not count toward loan forgiveness.

Any Central Administrator seeking reimbursement loans for the cost of credits shall execute a Promissory / Demand Note in the amount of the cumulative reimbursement loans to date in favor of the District as a condition of receipt of such reimbursement loan. Each note shall reflect the above referenced forgiveness schedule and state that the District shall not seek to collect unless the employee leaves the employ of the District prior to completion of five (5) full school years following the school year in which receipt of the degree occurred. Should the employee voluntarily terminate his / her employment relationship with the district before the completion of the five (5) school years, he / she shall owe the balance of the loan to the district per the schedule shown above. The final amount owed will be withheld from the employee's final paycheck(s). Any amounts owed in excess of the amounts taken from the employee's final paycheck(s) shall be the responsibility of the employee to reimburse to the District per the requirements of the Promissory / Demand Note. Employees are required to submit, at the conclusion of each course, a valid transcript / report demonstrating that they have completed the course(s) for which they have sought reimbursement loans with a grade of "B" or higher.



Any employee who leaves the district prior to completion of the degree, does not continue in a degree program while remaining an employee, or who completes credits / courses that do not culminate in a degree, is not subject to the provisions of this section and must immediately pay back to the District the entire amount borrowed. The final amount owed will be withheld from the employee's final paycheck(s). Any amounts owed in excess of the amounts taken from the employee's final paycheck(s) shall be the responsibility of the employee to reimburse to the District per the requirements of the Promissory / Demand Note.

- **Professional Organization Dues:** The District shall reimburse the Director of Finance and Operations for annual membership dues in the State and Local Chapters of PASBO and ASBO and National, State, and Local Chapters for Certified Public Accountants.
- **Professional Conferences:** Each school year the Director of Finance and Operations shall be permitted to attend one (2) statewide professional conferences, workshops or seminars sponsored by a job-related organization or organizations, as chosen by the Director of Finance and Operations and reported to the Board. The district shall pay all reasonable and necessary expenses incurred by the Director of Finance and Operations in accordance with District policy. In addition, the Director of Finance and Operations shall be permitted to attend such other job-related conferences, workshops, seminars and professional meetings as she deems are advisable as approved by the Superintendent. The allowable and reasonable expenses of such conferences, workshops, seminars and meetings shall be reimbursed by the District.
- **Tax Sheltered Programs:** The District will provide, as permitted by the Internal Revenue Code, 403(b)3, 403(b)7, and 457(b) plans, or such other such options as may from time to time become available to provide tax – sheltered savings options for Central Administrators as necessary to comply with IRS provisions. The District shall match monthly savings deposited into a tax-sheltered program up to 100.00 per month.
- **Flexible Spending Accounts / Section 125 Plans:** Central Administrators shall be provided, as permitted by the Internal Revenue Code and at no cost to the employee, an IRS Section 125 Plan to protect employee premium contributions, unreimbursed medical expenditures, child care spending accounts and other expenditures to the extent possible consistent with and subject to all applicable statues and regulations as the same may be amended from time to time.

### **Retirement Benefits**

- **Health Insurance:** The Director of Finance after five satisfactory years of service may be entitled to 1 year of health insurance for every 2 years served.
- **Retirement Severance:** Central Administrators who retire from education after twenty – five (25) years of service and who are at least 55 years of age, or who retire under a Pennsylvania School Employee's Retirement System (PSER) "30 and out" provision, shall be entitled to the following benefit provisions. The school district shall make a non-elective employer contribution to the employee's 403(b) retirement account in an amount equal to:
  1. A rate of \$100.00 per day times the number of accumulated, unused sick days; and a rate of \$200.00 per year of service with the District.

The combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$20,000.

2. The per diem rate for all allotted but unused vacation and personal days remaining in the vacation year in which retirement commences. The per diem rate shall be calculated as the individual's annual salary divided by the individual's specified work days in the work year (per Article VII).

The employee shall receive no cash option. Should the retiree die prior to receiving all the 403(b) retirement payments due, the district shall make the maximum payment allowed by the IRS to the retiree's 403(b). The employee must establish a 403(b) account with a vendor approved under the district's 403(b) plan prior to separation of service or the employee will forfeit this benefit.

Any Central Administrator eligible to retire under the Pennsylvania School Employee's Retirement System (PSER) and who voluntarily resigns after five (5) years continuous service in the Chartiers Valley School District, shall be entitled to the following benefit provisions. The school district shall make a non-elective employer contribution to the employee's 403(b) retirement account in an amount equal to:

1. A rate of \$50.00 per day times the number of accumulated, unused sick days which were earned within the District; and a rate of \$100.00 per year of service with the District.

The above combination of pay for accumulated, unused sick days and years of service with the District may not exceed a maximum of \$10,000; and

2. The per diem rate for all allotted but unused vacation and personal days remaining in the vacation year in which retirement commences. The per diem rate shall be calculated as the individual's annual salary divided by the individual's specified work days in the work year.

The employee shall receive no cash option. Should the retiree die prior to receiving all the 403(b) retirement payments due, the district shall make the maximum payment allowed by the IRS to the retiree's 403(b). The employee must establish a 403(b) account with a vendor approved under the district's 403(b) plan prior to separation of service or the employee will forfeit this benefit.

## **Severance**

Upon termination of employment with the District (other than for Retirement) the Central Administrator shall be entitled to the total unused sick leave as described in Retirement Benefits (above) at a rate of fifty dollars (\$50) for each unused sick day up to a maximum of fifty (50). Unless otherwise agreed to by both parties, payment for any such unused sick days shall be made in a lump sum with payment being made on the last day of employment.

## **ARTICLE VI. MISCELLANEOUS**

- 6.0 Severability Clause.** Should any term, condition, clause or provision of this Contract 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 Contract and in all other respects this Contract 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 Contract if not affected by the deleted term, condition, clause or provision.

- 6.1 **Statutory Reference.** All references to the 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 Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. The paragraph headings used in this Agreement are included solely for convenience and shall not affect or be used in connection with the interpretation of this Agreement.
- 6.3 **Inurement.** This Contract shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.
- 6.4 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supercedes all prior oral or written communications, proposals, representations, warranties, covenants, understandings or agreements between the Parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**ATTEST:**

**CHARTIERS VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
**Kimberly Borza**                      **Date**  
**School Board Secretary**

**By:** \_\_\_\_\_ **Date**  
**Darren G. Mariano**  
**School Board President**

**WITNESS:**

\_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_ **Date**  
**Patricia Connolly**  
**Director of Finance & Operations**