McKEESPORT AREA SCHOOL DISTRICT Open Agenda Meeting February 16, 2022

Presiding

Mindy Lundberg, President

Date, Time, Place

Wednesday, February 16, 2022, 7:59 PM, Board Room,

Administration Building, 3590 O'Neil Boulevard, McKeesport, PA 15132. We met in Executive Session prior to the Open Agenda Meeting to discuss any personnel and potential litigation items and

issues.

Roll Call

James Brown
David Donato
Diane Elias

Dan Goughnour Matthew Holtzman Steve Kondrosky Joe Lopretto Mindy Lundberg Latoya Wright

Others Present

Dr. Mark Holtzman, Superintendent

Dr. Tia Wanzo, Assistant to the Superintendent Joan Wehner, Business Manager/Board Manager

Charles Kiss, Treasurer Gary Matta, Solicitor

Board President Remarks

Good evening and welcome. It's good to see so many participants in our audience today. Over the past several weeks, I have had the opportunity to reflect on the school board meeting that occurred on January 26, 2022, as the School Board President of the McKeesport Area School District I would like to apologize to our students, staff, families and community members for the disruptive nature of last month meeting. To be quite honest it was an embarrassment. To ensure this does not happen again and we maintain parliamentary procedures, I am asking all participants at this evening's meeting to refrain from talking over others. During last month's meeting it was very difficult for people watching at home to hear. I am also going to insist that we remain steadfast in the

five-minute timer for public comment. This will provide each speaker with an equal opportunity to share their thoughts. To my fellow board members, I would like to take this opportunity to challenge each and every one of us to do better, we must remember the future welfare of this community, Commonwealth and nation are dependent of the quality public education that we provide to students. Moving forward, I am asking that we make a commitment to work together in the spirit of harmony respect and cooperation despite differences of opinion. I encourage each and every one of us sitting here today to consider participating in the upcoming board tentatively scheduled for March 18 and 19th. Something has to change. The students need to be the conversations that were happening here and our taxes need to be the conversations that we are having out here. I would like to end with a quote from Henry Ford. "Coming together is a beginning, staying together is progress and working together is success." We have no other choice but to be successful for our community and our students. Thank You.

Hearing of Citizens

Jeff Anderson, 909 Washington Street, McKeesport, PA 15132 Mr. Anderson addressed the Board about the Buddy Bench Josh Klimko, 520 Peach Way, White Oak, PA 15131 Mr. Klimko addressed the Board about the importance of Vocational Kim Krsul, Tangleview Drive, White Oak, PA 15131 Mrs. Krsul addressed the Board about the Bus impact Mark Holtzman, 2104 Cleveland Street, McKeesport, PA 15132 Mr. Holtzman addressed the Board about the wasted tax dollars. Kenya Davis, 708 Evans Avenue, McKeesport, PA 15132 Ms. Davis addressed the Board about her son's expulsion. Ken Thompson, 708 Evans Avenue, McKeesport, PA 15132 Mr. Thompson addressed the Board about his son's expulsion.

Items Discussed

The agenda items discussed are attached.

ATTEST: De Port

Dr. Mark P. Holtzman, Superintendent

(MASD does not currently have a Business Manager/Board Secretary)

McKEESPORT AREA SCHOOL DISTRICT Regular Board Meeting February 23, 2022

Presiding

Mindy Lundberg, President

Date, Time, Place

Wednesday, February 23, 2022, 7:30 PM, Board Room, Administration Building, McKeesport Area School District, 3590 O'Neil Boulevard, McKeesport, PA 15132.

Opening Exercises

Ms. Lundberg called the meeting to order at 8:01 PM followed by the Pledge to the Flag. We met in Executive Session prior to tonight's meeting to discuss personnel and potential litigation items and issues.

Present

James Brown
David Donato
Diane Elias
Dan Goughnour
Matthew Holtzman
Steve Kondrosky
Joe Lopretto
Mindy Lundberg
Latoya Wright

Others Present

Dr. Mark Holtzman, Superintendent Dr. Tia Wanzo, Assistant Superintendent Joan Wehner, Business Manager/Board Secretary

Charles Kiss, Treasurer Gary Matta, Solicitor

Mr. Goughnour asked for a motion to remove agenda item #6 from the Agenda:

Motion to rescind the Board action taken on 1/26/22 in regard to the elimination of the (2) Community Outreach Liaisons and the (2) Attendance Officer positions. Seconded by Mrs. Wright.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Board President's Remarks - I would like to welcome you all to the McKeesport Area School District's Legislative session. Again, like I said it great to see so many familiar faces and its wonderful to have a full audience this evening. First, I would like to start out by saying congratulations to McKeesport Girls Varsity Basketball team on their section win. First title since 1998 and that's with a new coach and a lot of underclassmen. Good luck to them in the playoffs. We also had quite a few of our Winter sports athletes being successful, just to reiterate the girls Basketball team is playing Friday at Trinity High Scholl for the playoffs. We would like to wish good luck to the Wrestling team competing in individual section championships this weekend, swimmers competing WPIAL Swim Championships this week, we have (3) of them Ryan Tucker, Jordan Rogina and Haley Walko. We wish them all the best of luck. In bowling we have individual championships for the boys and tomorrow will be the girls. Again, good luck to all our athletes. I want to address a few things that have been brought up in previous meetings. There has been a lot of discussion and on Social Media about wasted tax dollars. Last month in a 5-4 vote, the majority of the school board directors approved a motion into the forcibility of our district administrators' contract, because this is a personnel issue, I'm not going to go in specifics. Some of the members of this Board and the public are trying to act like this inquiry had no credence. I'm happy to say that this was a pretty quick opinion that we received and, in an effort, to be as Transparent as possible, I am asking that the memorandum that the Board received be shared publicly. As a public official, I take this role very seriously and cannot sit by and idlily watch. Mr. Andrews memorandum clearly states that the Boards actions from the night of July 6, 2021 could be viewed and its not definitive based on case law but as an attempt to confer benefit upon an employee as an attempt to confer in the contravention of the legislator's intent, so we are looking at school code. If anyone is interested in this report, it will be attached to this month's minutes. (Please see attached)

MEMORANDUM

TO:

McKeesport Area School District

FROM:

William C. Andrews, Esquire

DATE:

February 16, 2022

RE:

Enforceability of the Superintendent's Contract

Pursuant to your request, we have reviewed the actions of the Board of School Directors for the McKeesport Area School District (the "Board") relative to the approval of a new, five year contract with the Superintendent, Dr. Mark Holtzman, at its July 6, 2021 meeting. Specifically, you have asked me to provide a legal opinion regarding the enforceability of Dr. Holtzman's new contract.

In forming this opinion, I have considered the following facts: (i) At its meeting on August 15, 2018, the Board voted to appoint Dr. Holtzman to a five year term as Superintendent commencing on July 1, 2018 and ending on June 30, 2023; (ii) On July 5, 2021, Dr. Holtzman submitted his resignation to the Board, effective the following day; (iii) At its meeting on July 6, 2021, the Board voted to accept Dr. Holtzman's resignation; (iv) At the same meeting, immediately following its vote to accept Dr. Holtzman's resignation, the Board voted to appoint Dr. Holtzman to a new five (5) year term as Superintendent commencing on July 1, 2021 and ending on June 30, 2026. These facts are derived from both of Dr. Holtzman's contracts, the minutes and agenda of the July 6, 2021 Board meeting, and Dr. Holtzman's resignation letter.

Based upon my review of the law, the enforceability of this contract will be dictated by a court's determination as to whether the Board's acceptance of Dr. Holtzman's resignation as Superintendent created a vacancy. Should a court determine that a vacancy was created, the new contract will be enforceable. Conversely, if a court determines that the resignation was a sham, the Board's appointment of Dr. Holtzman to a new five year term was legally invalid, making the new contract unenforceable. Based upon my research, there are no judicial precedents which would bind a court in its consideration of this question. While the public policy arguments may favor a

finding that the Board's action was an extension of Dr. Holtzman's existing contract rather than an appointment to fill a vacancy, the lack of controlling precedent makes the outcome of any litigation uncertain. The following summarizes my findings.

The Pennsylvania Public School Code ("School Code") specifically requires that a school board elect a district superintendent. 24 P.S. § 10-1071. The School Code also grants the school board the authority to set term limits and compensation. *Id.* at § 10-1075. The School Code states that:

"[D]uring the last year of the term of the district superintendent or at any other time when a vacancy shall occur in the office of district superintendent... the board shall elect or approve a properly qualified district superintendent to enter into a contract to serve a term of three to five years from the first day of July next following his election or from a time mutually agreed upon by the duly elected district superintendent and the board of school directors"

Id. at § 10-1073. Upon appointment, a superintendent must apply to the Pennsylvania Department of Education ("PDE") for a commission. Id. at § 10-1078. In its Basic Education Circular guidance entitled "Commissions" which interprets this section of the School Code, PDE states that "an extension may not allow the original term to exceed five years." Accordingly, if the original term is less than five years, a board may extend it up to a total of five years. Further, PDE states in this guidance that reappointment must occur in the last year of a superintendent's contract.

Here, it is undisputed that Dr. Holtzman was not in the final year of his contract. Accordingly, he could not be reelected to a new term as superintendent. Further, because his original contract was for a term of five years, the Board could not extend it. Therefore, his resignation must be considered valid in order for the contract to be enforceable.

As previously mentioned, there is no case which sets forth whether a superintendent's resignation is valid. In a similar fact pattern, the Commonwealth Court held that permitting a public school employee to "retire" on Friday and return to work on the following Monday as an annuitant

under an emergency contract violated the Retirement Code's statutory prohibition against double dipping. *Baillie v. Pub. Sch. Employees' Ret. Bd.*, 993 A.2d 944, 951 (Pa. Cmmw. 2010). The Court found that this was "not a separation; rather, Baillie continued to work without any interruption." *Id.* Accordingly, the Court found that the school's act of accepting Ballie's retirement and rehiring him to fill an emergency vacancy was a sham perpetuated for the purpose of conferring a benefit upon an employee in contravention of the legislature's intent. The benefit being conferred in this instance was the ability to draw a salary while being an annuitant of the Public School Employees' Retirement System.

In the matter at hand, Dr. Holtzman was reappointed during the same meeting his resignation was accepted. There was no separation from service or cessation of employment benefits. His resignation lasted for a matter of minutes, as the July 6, 2021 meeting of the Board lasted less than one hour. Under the analysis the Commonwealth Court applied in *Ballie*, this resignation would arguably not be valid, and the acceptance of it could be viewed as an attempt to confer a benefit upon an employee in contravention of the legislature's intent. Here, that benefit is a contract extension beyond the statutory limit. A court may find that interpreting this resignation as valid and creating a vacancy could essentially nullify the three to five year term limits set forth in Section 10-1073 of the School Code.

While this argument may be persuasive, a court would not be bound by precedent to rule this way and could use its discretion in determining whether the contract is enforceable. As such, the outcome of any litigation would be uncertain. Should you have any questions, please do not hesitate to contact me.

Superintendent's Report - I'm going to respond to that with a letter that was written on behalf of myself to the School Board of Directors in response to the challenge or issue of my contract. Dr. Holtzman then read the letter in its entirety. (please see attached)

MARK E. SCOTT ATTORNEY AT LAW

4167 PAPE CLEMENT COURT, SUITE A PITTSBURGH, PENNSYLVANIA 15101

(412) 600-2858 (OFFICE) markescott@verizon.net (E-MAIL)

February 18, 2022

VIA EMAIL (gmatta@law-dmc.com)

Gary J. Matta, Esquire Dodaro, Matta & Cambest, PC 1900 Main Street Suite 207 Canonsburg, Pennsylvania 15317

RE: <u>Dr. Mark Holtzman – McKeesport Area School District</u>

Dear Mr. Matta:

I am writing to you as the Solicitor of the McKeesport Area School District (the "District"). As you know, I have been retained by Superintendent Holtzman to assist him in enforcing the terms of his current Employment Agreement with the District. Accordingly, kindly direct all future correspondence regarding this matter, whether written or telephonic, to me.

I have reviewed the opinion letter (Memorandum) regarding the enforceability of Dr. Holtzman's current employment contract dated February 16, 2022, which was authored by William C. Andrews, Esquire. Briefly stated, that document sets forth the strengths and potential weaknesses with respect to both positions, (i.e., the contract is enforceable versus the contract is not enforceable); and does not render a conclusive opinion). I thought that this would be an optimal time to inform the District as to our interpretation of the issues presented, as well as to respond to relevant portions of the Andrews Memorandum.

As you know, Dr. Holtzman's original Contract with the District to serve as its Superintendent of Schools was dated August 20, 2018; and was for a period of five (5) years, ending on June 30, 2023. In July of 2021, Dr. Holtzman and the District's Board of School Directors (the "Board") began discussing the renewal of his contract with the District. Dr. Holtzman informed the Board that he wanted to remain as the District's Superintendent, but that he had already arranged to interview for the open Superintendent's position at Kiski Area School District. Dr. Holtzman informed the Board that he intended to follow through with the Kiski interview process, but that he hoped that he could remain at McKeesport. Dr. Holtzman participated in three interviews at Kiski, commencing in early July; and was eventually offered the Superintendent's position by Kiski on or about July 21, 2021, at a significant increase in compensation. During this time period, Dr. Holtzman and the Board continued to discuss the

period, Dr. Holtzman and the Board continued to discuss the renewal/extension of his then current contract. Those discussions resulted in a new employment contract for Dr. Holtzman

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the renewal/extension of his then current contract. Those discussions resulted in a new employment contract for Dr. Holtzman, as set forth below.

Because the Board desired to keep Dr. Holtzman and not lose him to the Kiski Area School District, the Board decided to provide Dr. Holtzman with the job security that he desired. The Pennsylvania School Code of 1949, as amended, 24 P.S. § 1-101, et seq. (the "Code") provides that a Superintendent's contract can only be extended in the final year of the existing contract (24 P.S. § 10-1073). The Code further provides that any such extension cannot exceed a total length of five (5) years. Because Dr. Holtzman was not yet in the final year of his contract, his then current contract could not be extended.

Faced with that legal reality, and still desiring to retain Dr. Holtzman, it was determined that Dr. Holtzman could resign, and then be signed to a new five (5) year contract. Dr. Holtzman submitted a letter of resignation to the Board dated July 5, 2021. His resignation was accepted by the District at a Special Board Meeting dated July 6, 2021. At that same meeting, the Board voted to appoint Dr., Holtzman to the position of Superintendent pursuant to the terms of a new contract dated July 1, 2021; and running through June 30, 2026. It is this contract that the Board, inexplicably, is apparently considering legal process to rescind.² In reliance on the Board's decision give him a new five year contract, Dr. Holtzman turned down the Kiski Area Superintendent's position.

Addressing Attorney Andrews' Memorandum, it postulates that in order for the contract to be rescinded, Dr. Holtzman's July 5, 2021 resignation would have to be found by the concerned court to have been a "sham". Obviously, we believe that it was not a sham; and Dr. Holtzman was fully prepared to move on to Kiski Area School District. We are confident that we will prevail on this issue if this matter is ever litigated. We respectfully submit, however, that even if the District would prevail on this issue, the District would not be "rid of" Dr. Holtzman. If his resignation was a "sham", and therefore of no legal significance, it would be as if it never occurred. As such, the terms of Dr. Holtzman's original contract terminating on June 30, 2023 would be reinstated and remain in effect through that date. Clearly, the District cannot claim that the resignation was a sham for the purpose of rescinding his current contract, but that it was not a sham for the purpose

¹ At that time, Dr. Holtzman was well on his way to securing the Kiski Area Superintendent's position.

² It is inexplicable to us because Dr. Holtzman has served the District very well, receiving "Distinguished" ratings in all of his performance evaluations during the entire term of his employment with the District.

Gary Matta, Esquire February 18, 2022 Page Three

of terminating his employment with the District effective July 5, 2021. We hope that you will communicate this legal reality to the board.

Additionally, it is interesting to note that the Board is apparently attempting to treat Dr. Holtzman in a very disparate fashion than other central office administrators. I understand that another central office administrator had their employment contract effectively extended to a new five year term utilizing a resignation, in exactly the same manner as did Dr. Holtzman. The fact that such disparate treatment exists cannot be credibly disputed. The only question is whether this disparate treatment constitutes illegal disparate treatment.

Finally, we believe that the District will be liable for all of Dr. Holtzman's legal fees, regardless of the outcome of any future litigation, pursuant to the terms of paragraph 7 (Professional Liability) of both of his employment contracts with the District. This language even provides that the Board's obligation to do so "shall survive the termination of this contract". It is our hope that the Board will ultimately decide to abandon any attempt to rescind Dr. Holtzman's current contract. However, if necessary, we are open to negotiating the terms of an appropriate separation agreement and release. I believe that Dr. Holtzman has already communicated this fact to the Board in prior communications.

As always, should you have any questions regarding any of the foregoing, , please do not hesitate to contact me.

Sincerely yours

Mark E. Scott

MES/mlh

cc: Dr. Mark Holtzman

Treasurer's Report – Mr. Donato moved to acknowledge receipt of the Treasurer's Report for the month of January 2022. Seconded by Mr. Goughnour.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Hearing of Citizens -

Mr. Theodore Kirby, 2120 Duquesne Avenue, McKeesport, PA 15132

Mr. Kirby addressed the Board about Swintayla Cash.

Mr. Donato's response (In regard to voting no for naming the basketball court inside Neenie Campbell Gymnasium to Swin Cash Court.) I voted against this because Swin is a student athlete, when we did names on facilities or buildings, they were former administrators or coaches. We have never given this honor to a student. When you start doing students someone always fells slighted. This had nothing to do with race. There will always be thousands of students that feel their accomplishments warrant the same honor.

Mrs. Nancy Price, 1817 Eaton Street, McKeesport, PA 15132

Mrs. Price addressed the Board about weekend snack bags.

Mr. Bryce Patterson, 1933 Dearborn Drive, White Oak, PA 15131

Mr. Patterson addressed the Board about the Attendance Liasions.

Mr. Josh Klimko, 520 Peach Way, McKeesport, PA 15132

Mr. Klimko addressed the Board about the importance of Vocational Trades at MASD.

Mr. Jeff Anderson, 909 Washington Street, McKeesport, PA 15132

Mr. Anderson addressed the Board regarding the Buddy Bench. (Handout)

Mr. Mark Holtzman, 2104 Cleveland Street, McKeesport, PA 15132

Mr. Holtzman addressed the Board on wasted tax dollars.

Mr. Keith Murphy, 907 Evans Avenue, McKeesport, PA 15132

Mr. Murphy addressed the Board on academic achievement and school name.

Mrs. Loree Scharritter, 2614 Mohawk Drive, White Oak, PA 15131

Mrs. Scharritter addressed the Board about promoting our students.

Minutes – Mr. Kondrosky moved to approve the minutes of the Open Agenda Meeting of January 19, 2022 and the Regular Meeting of January 26, 2022. Seconded by Mrs. Elias

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Bills – Mrs. Elias moved to approve the list of bills. Seconded by Mr. Goughnour.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Policies – First Reading of the following Board Policies:

#626 - Finances - Federal Fiscal Compliance

#626.1 – Finances – Travel Reimbursement

#827 — Operations — Conflict of Interest

Policies - Mr. Kondrosky moved to accept the second reading of the following Board Policies:

#003-Local Board Procedures-Functions

#004-Local Board Procedures-Membership

#011 - Local Board Procedures - Board Governance Standards/Code of Conduct

#823 – Operations - Naloxone

Seconded by Mr. Brown.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Agreement – Mrs. Elias moved to approve the agreement with Aveanna Health to provide nursing services for a district student. Seconded by Mr. Kondrosky.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Camera System— Mr. Goughnour moved accept the bid for the district camera system from Kirby Electric in the amount of \$564, 039. Seconded by Mrs. Elias.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

Retirement – Mrs. Elias moved accept the retirement of employee XXX-XX-5905 per the details in agreement with the McKeesport Education Association, PSEA/NEA. Seconded by Mr. Goughnour.

Voting aye. Mr. Brown, Mr. Donato, Mrs. Elias, Mr. Goughnour, Mr. Holtzman, Mr. Kondrosky, Mr. Lopretto, Ms. Lundberg, Mrs. Wright

 ${f Green~Sheets-Mr.}$ Goughnour moved to approve the personnel recommendations (Green Sheets). Seconded by Mrs. Wright.

Voting aye. Mr. Brown, Mr. Donato, Mr. Goughnour, Mr. Kondrosky, Ms. Lundberg, Mrs. Wright

Voting No: Mrs. Elias, Mr. Lopretto

Abstaining: Mr. Holtzman

McKEESPORT AREA SCHOOL DISTRICT PERSONNEL ITEMS

February 23, 2022

ACT 93:

<u>RETIREMENT</u>: Effective 06-30-22: Retirement is requested under the terms and conditions established in the retirement incentive section of the current Act 93 Compensation and Benefit Plan:

1. David Listorti

Principal, McClure Elementary School

BOARD ACTION TO CREATE THE FOLLOWING ACT 93 POSITION EFFECTIVE IMMEDIATELY:

(1) School Environment Coordinator

BOARD ACTION TO ELIMINATE THE FOLLOWING ACT 93 POSITION EFFECTIVE 07-01-22:

(1) Assistant Principal at Twin Rivers

PROFESSIONAL:

<u>RETIREMENT</u>: Effective 06-06-22: Retirement is requested under the Early Retirement Incentive Program for Professional Employees adopted 12-08-21:

| 1. | Paul Kikuchi – Music | 8. | Kimberly Morselli Moore – English |
|----|---------------------------------------|-----|---|
| 2. | Michael Locke – Building Construction | 19. | Anita Siler – Special Education |
| 3. | Sharon Kehlert - Mathematics | 10. | Kathleen Heinlein – Chemistry |
| 4. | Tina Bieda – Elementary | 11. | Christopher Kastronis – General Science |
| 5. | Jay Wilson – Biology | 12. | Maureen Stefko – Reading Specialist |
| 6. | Diana Pazuchanics – Art | 13. | Mary Ann LaFever – Elementary |
| 7. | JoAnne Rodgers – School Nurse | 14. | Vicki Redmond – Special Education |

<u>RETIREMENT</u>: Effective 06-16-22: Retirement is requested under the Early Retirement Incentive Program for Professional Employees adopted 12-08-21:

- 1. Stacey Schork Counselor
- 2. Renee Amendola Counselor
- 3. Melissa Phelps School Psychologist

RESIGNATION:

| 1. | Major Bryan Carlson | AFJROTC Instructor, effective 06-20-22. Long Term Substitute, STEMology Teacher at Founders' Hall, effective 01-28-22. | |
|----|---------------------|---|--|
| 2. | Emily Lingayat | | |
| 3. | Karen Kwicienski | School Nurse, District, effective 02-06-22. | |
| 4. | Lauren Burkes | Title I Facilitator, McClure Elementary School, effective 02-11-22. | |

PERSONNEL ITEMS

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PROFESSIONAL:

LEAVE OF ABSENCE:

1. Rachel Mitchell Spanish Teacher, High School, unpaid leave of absence effective

approximately 03-03-22 to an undetermined date. FMLA

2. Tracie Pry Elementary Teacher, Twin Rivers Elementary School, leave of absence

effective 01-11-22 to an undetermined date.

TO BE HIRED: Effective 01-11-22:

1.** Blake Conard Science Teacher, High School

(D. McCuen) Step 1B Salary \$41,778.00

TO BE HIRED: Long Term Substitute effective 01-11-22: Rate of pay will be \$130.00/day + benefits:

1. LaTisha Hickman Elementary Teacher, Twin Rivers Elementary School

(T. Pry)

CHANGES TO THE SUBSTITUTE TEACHER LIST:

ADDITIONS:

1.* Olivia Sinkule Social Studies

2.* Kristin Assi3.* Blythe HoltEnglish

4.* Susan Linders Emergency Day-to-Day Certification

SUPPORT STAFF:

RETIREMENT: Effective 04-05-22:

1. Gustine Willis Category 5 Secretary, Francis McClure Elementary School

RESIGNATION: Effective immediately:

1. Myranda Wynn Instructional Assistant, Twin Rivers Elementary School.

2. Athena Schuster Instructional Assistant.

3. Kahealani Gooden Instructional Assistant, Founders' Hall Middle School.

^{*}Pending receipt of Act 24, 24, 114 and 151 clearances, Act 168 Disclosure Release, T.B. Tine Test and Drug Test

^{**}Step placement pending employer verification.

McKEESPORT AREA SCHOOL DISTRICT PERSONNEL ITEMS

February 23, 2022

ADDENDUM

PROFESSIONAL:

RESIGNATION: Effective immediately:

1. Olivia Guffey

Special Education Teacher, Twin Rivers Elementary School.

SUPPORT STAFF:

TO BE HIRED: Effective 02-28-22:

1. Kiera Robinson

Community and Attendance Outreach Liaison

Step 1 \$37,000.00 (pro-rated)

^{*}Pending receipt of Act 24, 24, 114 and 151 clearances, Act 168 Disclosure Release, T.B. Tine Test and Drug Test

^{**}Step placement pending employer verification.

COMMITTEE REPORTS

Athletic – Jim Brown/Dan Goughnour/Steve Kondrosky – Mr. Brown reported, we met today briefly, Mindy basically gave my report at the beginning of the meeting as far as congratulating the Girls Basketball team on a great season. We are in desperate need for a boys' varsity soccer coach so if you know anyone that's interested, please get your application into Charley Kiss.

Buildings & Grounds – Steve Kondrosky/Jim Brown – Mr. Kondrosky reported, Mr. Balogh and myself met this afternoon and he gave me a list of the things that he accomplished from last month. Francis McClure main door latch was repaired because of a malfunction, Founders Hall room 104, uninvent was replaced. We seem to have problems with them all the time. Founders Hall main office carpet demo was done by the custodians, Founders Hall café doors were replaced and internal lock mechanism, he showed me some photos of the Neenie Campbell gym roof that needs repaired by Garland, Neenie Campbell Boys locker room, all tile was repaired. South Hall – (3) new eyewash stations were installed for vocational, south hall boiler was completed in house. The water line was repaired at the garage with new shut offs. Snow removal equipment was being used wisely so far this year.

Community Relations/Cultural Diversity — Diane Elias/Latoya Wright — Ms. Wright reported, we met last, myself, Mrs. Elias, Dr. Wanzo, community members and Erika Kestenberg. They had a meeting at the beginning of February to re-establish goals and what they want that committee to look like. They also discussed the busing challenges that we have resolved already. Also, they created a public campaign, a Facebook group that you can join and it's called "Let's Build". We targeted what you heard tonight regarding attendance. This is a situation that we really need to tackle, our attendance is horrible and we need to get ahead of it and those (4) positions are really needed. In those positions, it would be one attendance person n each building solely focusing on that building. They would be working with the guidance counselors and social workers to kind of give the families the resources that they need, working together they may be able to figure out the reasons why they aren't coming to school.

Education/Legislation/Policy – Diane Elias/Dan Goughnour/Latoya Wright – Mrs. Elias reported, we met last Wednesday the 15th over Dick's Sporting Goods update, they are going to have their camp on June 7th through July 14. Registration opens on April 1. Also, we went over some policies which we approved tonight. Mrs. Wright added: We met with Dick's and also on February 17th, there was a community event session at Bethlehem Baptist Church, where there was some representation from the district, Dick's and outside angle. I recommend that the next session more community members get involved. I want to say to Brandy Daye and the rest of the staff, great job! I was really impressed with the things that you are doing within the district for the community. I look forward to seeing more great things. I left very impressed and very happy, not only as a board member but as a parent. The Dicks program is currently centered around Twin Rivers but eventually will expand and you will be really impressed. Ms. Lundberg added: I had the opportunity to attend and they rally talked about changing the learning environment for students to feel welcome more like a community place so our parents and

community can come for resources and find different ways to engage our students. I'm excited to see how this will transform. Mr. Lopretto added: I also attended, I was one of 3 men there. I really learned a lot. The presentation was fantastic, I would like to see more Board members attend.

Finance/Grants/Outside Funding – James Brown/Latoya Wright – Mrs. Wright reported, we didn't meet this month, there is no report.

Personnel – Diane Elias/Steve Kondrosky – Mrs. Elias reported, we met and everything we discussed is on tonight's green sheets.

Safe Schools – Dan Goughnour – Mr. Goughnour reported, we met last Wednesday the 16th. We received a report from each building principal. We met with Chief Boyle, the officers completed their mandatory yearly training. We discussed the camera system that was approved this evening.

Solicitor's Report – I have no report for public session.

Correspondence - None.

New Business – Mr. Donato asked Ms. Lundberg to form a committee to consider doing something to honor Lou Washowich for his years as an army veteran, mentor for children and the little Tigers program, since the Consortium will not add him to the Hall of Fame.

Adjournment - 9:32 PM - Mr. Lopretto moved for adjournment. Seconded by Mrs. Wright.

ATTEST

Dr. Mark P. Holtzman, Superintendent

(MASD does not currently have a Business Manager/Board Secretary)