

SOUTHMORELAND SCHOOL DISTRICT
EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

THIS EMPLOYMENT AGREEMENT is made this _____ day of _____.

2023, by and between the SOUTHMORELAND SCHOOL DISTRICT, a public school district organized and operating under the laws of the Commonwealth of Pennsylvania, having its administrative offices located at 200 Scottie Way, Scottdale, Pennsylvania, 15683 (hereinafter "District")

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DR. JASON BOONE, an adult individual residing at [REDACTED])
(hereinafter, "Dr. Boone" or "Superintendent").

WHEREAS, the Board of School Directors of the Southmoreland School District appointed Dr. Jason Boone as Assistant Superintendent of the Southmoreland School District for a three (3) year term to which his contract was approved at a meeting of the Board of School Directors on August 11, 2022;

WHEREAS, the Board of School Directors now seek to appoint Dr. Jason Boone as the Superintendent of the Southmoreland School District and desire to memorialize the appointment by way of a confirming written agreement.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties hereto agree as follows:

1. Appointment. The Board, by action of February 9, 2023, hereby appoints Dr. Jason Boone to the position of Superintendent for a five (5) year period commencing on July 1,

2023, through June 30, 2028. Dr. Boone was nominated to the position of Superintendent and appointed by the Board pursuant to Sections 1071 and 1073 of the School Code.

2. Duties. The Superintendent hereby agrees to serve in that capacity for said period and further agrees to perform all duties imposed upon him by the Public School Code of 1949, as amended, 24 P.S. 1-101, *et seq.* including the following:

- A. The Duties of the Superintendent as outlined in the Job Description, attached hereto and made part hereof, as Exhibit A; and
- B. Other duties as assigned by the Board of School Directors that may be legally assigned.

The Superintendent further asserts that he possesses a current Letter of Eligibility to serve as Superintendent issued by the Commonwealth of Pennsylvania and shall perform all necessary actions to keep said Letter in full force and effect during the term of this Agreement.

3. Notice. Superintendent shall provide no less than six (6) months written notice to the District in the event he resigns his duties prior to June 30, 2028. If the District does not receive such timely notice, the District shall be relieved of the obligation to make any payments to the Superintendent that would otherwise be due upon termination of employment.

4. Assessment of Performance. It is agreed by the parties hereto that a regular, annual formal assessment of performance shall be the means by which the District shall assess the performance of the Superintendent. Pursuant to Sections 1073 and 1073.1 of the School Code, the annual performance assessment of the Superintendent shall be conducted by the School Board. Such assessment of performance shall be conducted after the completion of each school year. The first such assessment shall occur on or about July 2023. However, the July 2023 assessment of performance will consider Dr. Boone's position as the Assistant Superintendent under the terms of his previous contract for the 2022-2023 school year. The performance assessment shall be

conducted in a private session limited to members of the Board of School Directors and the Superintendent.

An Evaluation Instrument or format agreed upon by the Board and the Superintendent shall be utilized. The evaluation instrument for use in the 2023-2024 school year is attached hereto and marked Exhibit B. Each judgment made shall be supported by rational and objective evidence. The Board and Superintendent agree that the performance assessment made shall be privileged and that all parties shall respect the confidentiality of the discussions. Neither Board Members nor any other District Administrator involved in evaluation of the Superintendent may reveal confidential information about the Superintendent's performance assessments. Nothing contained herein shall prevent the District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the School Code. The purpose of the performance assessment shall be as follows:

- A. To strengthen the working relationship between the District and Superintendent, enhance the Superintendent's effectiveness, and clarify for the Superintendent and individual Board Members the responsibilities the District relies on the Superintendent to fulfill; and
- B. Objective Performance Standards. The performance of the Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Superintendent's annual performance assessment and whether or not the Superintendent met the agreed upon objective performance standards. No other information regarding the Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Exhibit C and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and Superintendent.

5. During the period of this Agreement, the Superintendent shall be paid an annual salary as follows:

<u>School Year</u>	<u>Salary</u>
2023-2024	\$145,000.00
2024-2025	\$147,320.00
2025-2026	\$149,678.00
2026-2027	\$152,073.00
2027-2028	\$154,507.00

The annual salary of the Superintendent shall not decrease during the term of this Agreement without the consent of the Superintendent. The Board in its discretion retains the right to increase the salary of the Superintendent at any time during the Term of this Contract. The Superintendent agrees and understands that compensation under this Agreement shall be subject to appropriate tax withholdings and the Superintendent agrees to hold the District harmless for deducting such amounts prior to payment.

6. Fringe Benefits. The District shall provide the Superintendent all fringe benefits as set forth in the Act 93 Plan in effect from July 1, 2022, to June 30, 2025, and any modifications to said benefits approved by the Board during the term of this Agreement.

- A. Personal Leave - Two (2) personal leave days per year, noncumulative, shall be used at the discretion of the Superintendent. The Superintendent shall indicate at least forty-eight (48) hours in advance of the date requested for a personal day, when possible. The Board may, at their discretion, waive this requirement. Each day of unused personal leave shall be added to the Superintendent's sick leave the following year.
- B. Sick Leave - Sick leave days can be accumulated with no limitations. The Superintendent will receive fifteen (15) days per school year. One sick day can be used as an additional personal leave day per year.

The Superintendent can transfer his allotment sick leave days from his previous position as the Assistant Superintendent in this district.

Sick leave shall be credited to the Superintendent on the first day of July of each school year in accordance with the provisions of the School Code.

C. Vacation Leave – The Superintendent is entitled to twenty (20) days of vacation per school year.

- Vacation days are to be submitted to and approved by the Business Manager.
- Unused vacation days may be converted to sick leave days or a limitation of fifteen (15) vacation days may be carried over to the following year, but no more than fifteen (15) days may ever be totally accumulated and transferred to the following year.
- The Superintendent must notify the Business Manager by June 30th of each year as to how the unused vacation days are to be classified.
- The Superintendent may use no more than thirty-five (35) vacation days in a single school year.
- The Superintendent may request reimbursement of up to seven (7) vacation days per year at a per diem rate that may be bought back or reimbursed. The request must be in writing and submitted to the Business office by June 15 of each year. Payment will be with the last payroll in June. Said payments are retirement exempt as defined by PSERS.

D. Holidays

- January 1
- Good Friday (plus either the Thursday before or the Monday after)
- School Picnic
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving and the day after
- Christmas Day, the day before, and the day after, exclusive of Saturdays and Sundays.
- ** Two (2) Floating Holidays to be used at the discretion of the Superintendent.

When school is in session or when an Act 80 day or in-service day occurs on one of the aforementioned days, the holiday may be converted to a vacation day at the discretion of the Superintendent with the approval of the Board.

** Floating Holidays require the approval of the Board and may only be taken when school is not in session, this includes Act 80 days and in-service days.

- E. Emergency Leave - The Superintendent shall be granted one (1) emergency leave day. Upon returning to his position, the Superintendent shall submit, in writing, the reason for his absence to the Board.
- F. Bereavement Leave - Whenever the Superintendent shall be absent from duty because of a death in the immediate family of said Superintendent, there shall be no deduction of salary for said Superintendent for an absence not in excess of five (5) consecutive calendar days, one of which is the day of interment or cremation.

Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband/wife, parent-in-law, daughter-in-law, son-in-law, grandchild, or near relative who resides in the same household or any person with whom the Superintendent has made his home.

When the Superintendent is absent because of the death of a near relative or a near relative of his spouse, one (1) calendar day of bereavement leave shall be granted. The bereavement day must be either a day of viewing or the day of burial/cremation/memorial service.

- G. Jury Duty and Appearances – If the Superintendent is called for jury duty or subpoenaed by the court for school-related business he shall be granted leave for the court for this purpose. The Superintendent shall be paid the difference between his per diem salary and the amount received by him/her for such duty.

The Superintendent shall suffer no loss of salary, benefits, or other contractual advantage as a result of such leave. Additionally, if the Superintendent is subpoenaed to court for reasons other than those stated, with prior approval by the Board, he shall receive approved leave without pay.

- H. Life Insurance - The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy with a benefit amount of two times the Superintendent's current gross annual salary. The Superintendent shall have the sole right to determine the beneficiary of such policy.

- I. Disability Insurance - The District shall obtain and pay the full cost of the premiums for the purchase of a disability income protection insurance policy for the Superintendent, which policy shall provide monthly disability income to the Superintendent in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the Superintendent's gross monthly salary. The policy shall entitle the Superintendent disability payments to begin ninety- one (91) days from the last day worked and continuing until age sixty-five (65).
- J. Medical Insurance - The District shall provide the Superintendent, his spouse, and eligible dependents medical insurance benefits, including but not limited to, hospitalization, physician coverage, major medical, prescription, vision, and dental coverage, or substantial equivalents thereto, under the same terms and conditions as provided under the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The Superintendent's contribution toward the monthly Health Care Plan Premium shall be 10% (uncapped). The District will fully fund vision and dental coverage.
- K. Liability Insurance - The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the Superintendent coverage for acts and omissions undertaken in the course and scope of his employment with the District.
- L. Cell Phone — The District shall provide the Superintendent with a cell phone at District expense. The cell phone shall be used for District purposes only and shall be returned to the District at the conclusion of the Superintendent's employment.
- M. Technology — The District shall purchase technology solutions for the Superintendent in order for him to perform his duties. The Superintendent must approve all technology purchases during his employment with the District.
- N. Expense and Mileage Reimbursement - The District shall fully reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the discharge of his duties, upon proper documentation, in accordance with District policy and procedures. The District shall also reimburse the Superintendent for mileage associated with use of his private vehicle in the performance of the Superintendent's duties which reimbursement shall be based on the then-current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS.

- O. Retirement Benefits – Dr. Boone will not be eligible for any retirement benefits under this Agreement or the Administrative/Act 93 Agreement if he is terminated under paragraph twelve (12). Dr. Boone is not intending on retiring at the end of the term of this Agreement and is therefore, not in need of any post-retirement benefits at this time. Notwithstanding the foregoing, should Dr. Boone become disabled and qualify for a disability retirement, he shall be entitled to the post-retirement benefits provided for in the Administrative/Act 93 Agreement in effect at the time.

7. Attendance at Conferences. The Superintendent shall be permitted, with Board approval, to attend no more than one (1) annual conference outside of the Commonwealth of Pennsylvania. The Superintendent may attend either the annual meeting of the American Association of School Administrators (AASA) or the annual meeting of the National School Boards Association (NSBA). The payment of expenses for the trip shall be in accordance with District policies. Then Superintendent shall also be permitted to attend meetings of benefit to the District including meetings of the Commonwealth of Pennsylvania, the Westmoreland Intermediate Unit (WIU) or other regional IUs, the Pennsylvania School Boards Association (PSBA) and the Pennsylvania Association of School Administrators (PASA). Reimbursement for said meetings shall be in accordance with District policies.

8. Professional Dues. The District agrees to pay the cost of the Superintendent's annual dues for memberships of the American Association of School Administrators (AASA), the Pennsylvania Association of School Administrators (PASA), and Phi Delta Kappa (the Professional Educators Association), or other similar professional organization upon request.

9. Liability and Travel Insurance. The District agrees to have the Superintendent insured on the errors and omissions coverage currently in effect in the District. The District also agrees to pay the full cost of PSBA travel insurance for the Superintendent.

10. Background Checks. The Superintendent shall maintain, at his own expense, and provide all criminal background reports required by 24 P.S. 5 1111, as amended, and child abuse certification required by 23 Pa.C.S. 5 6344, as amended, current within five (5) years of his most recent clearances. The Superintendent further agrees to notify the Board President within seventy-two (72) hours of an arrest or conviction during the term of this Agreement. This Agreement may be terminated immediately if all required reports/notifications and clearances are not received or if any report or clearance indicates the Superintendent has been convicted of a disqualifying crime.

11. Renewal. The Board of School Directors, not less than six (6) months from the date of expiration of this Agreement, shall take action at a public meeting to either retain the Superintendent or to declare that it will seek other candidates consistent with Section 1077 of the School Code. Should the Board of School Directors fail to take such action in conformity with the School Code, the Superintendent shall be deemed to be reappointed for a period of one (1) year and under the terms and conditions contained herein.

12. Termination for Cause. The District retains the right to bring a termination action for cause pursuant to Section 1080 of the Public School Code of 1949, as amended. However, the District shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent. The

Superintendent shall have the right to be represented by counsel at his sole cost and expense. Should the Superintendent be terminated for cause and the charges are sustained, the District shall be relieved of the obligation to make any payments to the Superintendent that would otherwise be due.

13. Termination by Mutual Agreement. This Contract may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to, insurance premiums and payments for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and Superintendent, provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. 510-1073(e)(3).

14. Termination by Death of Superintendent. This Contract shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's surviving spouse, or estate if no surviving spouse, all of the aggregate compensation, salary, and benefits the Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Superintendent's death.

15. Outside Consulting Services. The Superintendent shall not engage in any outside consulting activities or any speaking engagement or any such activities without the consent of the Board of School Directors, which shall not be unreasonably withheld.

16. Entire Agreement. This Agreement represents the entire agreement between the parties and reflects all understandings reached during the negotiations prior to the execution of this Agreement.

17. Modification of Agreement. The parties hereto shall fulfill all aspects of this Agreement and agree that no changes, revisions, or modifications to this Agreement shall be binding to the parties unless it is in writing and signed by authorized representatives of both parties. Any modifications to this Agreement must be in writing and approved by the Superintendent and the Board.

18. Choice of Law. This Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania.

19. Proper Venue. Proper venue for any or all claims or causes of action under this Agreement should be the Court of Common Pleas of Westmoreland County, Pennsylvania.

20. Investigations by the Board. In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be: (i) notified of the occurrence and purpose of such investigation no later than after the commencement of the same and at least three (3) business days before being interviewed; (ii) granted access to all documents or reports generated by such an investigation at an appropriate time in the investigation without violating any confidentiality or privilege protected by law and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation at an appropriate time in the investigation. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the Superintendent of the commencement or progress of the same, except as may be required to comply with law. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the Superintendent following the completion of any investigation of his conduct or performance, except as otherwise required by law.

21. Professional Liability. The Board agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting, or reasonably believed he was acting, within the scope of his employment and as such liability coverage is within the authority of the Board to provide under state law. The obligation of the District to defend, hold harmless, and indemnify the Superintendent as set forth above shall apply even if the lawsuit in question occurs after the Superintendent retires or otherwise leaves the position of Superintendent, provided the events which gave rise to the lawsuit arose while the Superintendent was acting, or reasonably believed he was acting, within the scope of his employment as Superintendent and the indemnification costs are authorized under the Political Subdivision Tort Claims Act. This obligation shall survive the termination of this Contract.

(signatures follow on next page)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above.

ATTEST:

SOUTHMORELAND SCHOOL
DISTRICT

Secretary

President

Date: _____

Date: _____

WITNESS:

DR. JASON BOONE

Date: _____

Date: _____

