

**SOUTHMORELAND SCHOOL DISTRICT  
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

**THIS CONTRACT** is made and entered this 12<sup>th</sup> day of April 2018 by and between the Board of School Directors of the Southmoreland School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Vincent Mascia, (hereinafter referred to as "District Superintendent" or "Mr. Mascia").

**WHEREAS**, the Board of School Directors of the District, at a regular specially scheduled meeting, duly and properly called on the **12th** day of **April**, 2018, did appoint to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

**1. Term.**

The Board, in consideration of the promises herein contained, has employed Vincent Mascia and Mr. Mascia hereby accepts said employment as District Superintendent of the Southmoreland School District for a five-year term commencing on July 1, 2018 and ending on June 30, 2023 ("Term").

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Contract.

**2. Professional Qualifications.**

The District Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

### **3. Duties and Responsibilities.**

- A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors, and to perform the duties of the District Superintendent to the best of his abilities in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract.
- B. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be pursuant to the Superintendent's Job Description and Board Policies, including but not limited to PSBA's Board Governance Standards/Code of Conduct. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.
- C. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all District-related criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate.
- D. The District Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Contract provided, however, that he may undertake, and be compensated for, outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Contract, provided the Board is informed of such outside work. If the Board reasonably determines that any outside work of the District Superintendent is substantially interfering with the District Superintendent's performance of his duties as District Superintendent pursuant to this Contract, the Board shall so notify him and the District Superintendent will stop the outside work as soon as he practically and reasonably is able to discontinue such outside work, and in no event later than ninety (90) days from notification.

E. The duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The District Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities to be directly related to the District Superintendent's duties and appropriate for reimbursement without advance approval of the School Board to include at a minimum the following:

- (a) The annual Pennsylvania School Board Association Convention;
- (b) PASA Annual Conference; and
- (c) AASA Annual Conference.

In addition, the District shall pay the costs of the District Superintendent's membership dues and fees in at least four professional associations from the following:

- (a) National School Board Association
- (b) Pennsylvania School Board Association;
- (c) Pennsylvania Association of School Administrators;
- (d) American Association of School Administrators;
- (e) National Association of Secondary School Principals
- (f) ASCD; and
- (g) Any other Association approved by the Board of School Directors.

The District considers such memberships to be directly related to the District Superintendent's duties and shall be paid for or reimbursed by the District. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively.

#### **4. Compensation – Salary and Benefits**

**A. Salary.** In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, and in consideration of the District Superintendent's agreement to perform his duties to the best of his ability, the Board of School Directors and the District Superintendent agree to the following:

- 1(a) Effective July 1, 2018, the annual salary of the District Superintendent for the school fiscal year beginning on that date shall be the amount \$131,099;
- (b) Effective July 1, 2019, the annual salary of the District Superintendent for the school fiscal year beginning on that date shall be the amount \$136,343;
- (c) Effective July 1, 2020, the annual salary of the District Superintendent for the school fiscal year beginning on that date shall be the amount \$141,797;
- (d) Effective July 1, 2021, the annual salary of the District Superintendent for the school fiscal year beginning on that date shall be the amount \$147,468;
- (e) Effective July 1, 2022, the annual salary of the District Superintendent for the school fiscal year beginning on that date shall be the amount \$153,367;

(2) On July 1, 2019 and on July 1<sup>st</sup> of every subsequent year of this Contract, the District Superintendent shall not be eligible to receive an increase in base salary except as set forth above.

(3) The established annual salary shall be paid in equal installments and according to the pay dates in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and District Superintendent.

(4) The Board shall not decrease the District Superintendent's salary at any time during the term of this Contract, or through any amendment or extension of this Contract, unless agreed to in writing by the District Superintendent.

(5) The District in so adjusting the District Superintendent's salary shall not be considered to have entered into a new contract with the District Superintendent or to have extended the termination date of this Contract.

(6) The Superintendent understands that unless set forth in this Contract, he will not be eligible to any further increases in salary during the term of this Contract or any extensions for one year as set forth in School Code Section 1073(b) as amended by Act No. 2017-55.

**B. Benefits.** In addition to salary, as set forth herein, the District shall provide the District Superintendent with the following benefits:

**(1) Vacation Leave and Holidays**

The District Superintendent shall carry forward in this Contract and be credited on the first day of this Contract with all of his unused vacation leave accrued during his employment with the District.

In addition, the District Superintendent shall receive twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2018 and July 1<sup>st</sup> of each subsequent year of this Contract. The unused portion of such allowance of vacation leave shall accrue from year to year, provided that the District Superintendent shall not carry over more than fifteen (15) unused days of vacation leave into a subsequent school year. In no event would the District Superintendent ever be entitled to more than 35 vacation days in any one year. Remaining unused days shall convert to sick days.

The District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason other than for the reasons set forth under Section 10-1080 of the Public School Code, whether voluntarily or involuntarily, at which time the District shall pay into an Internal Revenue Code Section 403(b) plan account (hereinafter "403(b) account") for the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for thirty-five (35) days of unused vacation leave. ("Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's then-current gross annual salary divided by two hundred sixty.) If the superintendent were to die during the terms of this contract, the district will pay the cash value of his unused vacation days into the 403(b) account for the benefit of Superintendent's estate.

The District shall make such payment to the District Superintendent for unused vacation leave as a non-elective contribution to the District Superintendent's Section 403(b) account within 30 days of his separation from the District. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted.

In addition, the District Superintendent shall receive, with full pay, all holidays available to twelve-month administrative employees covered under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("District Administrator Compensation Plan").

**(2) Sick Leave**

The District Superintendent shall be entitled to transfer and carry forward in this Contract and be credited on the first day of this Contract with all of his unused sick leave accrued during his previous employment within the District

In addition, the District Superintendent shall receive fifteen (15) days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2018 and on July 1<sup>st</sup> of each subsequent year of this Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit.

The District shall pay to the 403(b) account for the District Superintendent for unused days of sick leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay unused sick leave at the rate of seventy-five (75) dollars for each sick day accumulated up to a maximum of 200 days. If the superintendent were to die during the terms of this contract, the district will pay the cash value of his unused sick days into the 403(b) account for the benefit of the Superintendent's estate.

The District Superintendent may use up to twenty (20) of his days of sick leave per school year to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" subparagraph of this Contract. Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.

In the event the Superintendent uses 90 consecutive days of sick leave, the district-supplied disability insurance shall become effective in lieu of sick pay on the 91<sup>st</sup> day of absence. If this happens, and even if the Superintendent is unable to return to work and separates from employment, the District shall pay to the 403(b) account for the District Superintendent for unused days of sick leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay to the 403(b) account for the District Superintendent for unused sick leave at the rate of seventy-five (75) dollars for each sick day accumulated up to a maximum of 200 days, but in no event more than the maximum compensation for unused sick leave under the School Districts Administrator Compensation Plan under section 1164 of the Public School Code in effect at the time of the Contract as required by Section 1073(e)(2)(ix) of the Public School Code.

**(3) Bereavement Leave**

The District Superintendent shall be entitled to up to five (5) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law,

parent-in-law, stepparent, stepchild, grandparent, grandchild, someone residing in the same household or any person with whom the District Superintendent lives. The District Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a "near relative". In the event that the District Superintendent attends the funeral of a "near relative" that is held at a location of 150 miles or more from Scottsdale, PA, he shall be entitled to two days of bereavement leave with full pay. "Near relative" is defined as a cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law of the District Superintendent or his spouse. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

**(4) Jury Duty and Court Appearances**

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which he is subpoenaed to appear.

**(5) 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 Superintendent's current gross annual salary. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

**(6) 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 District Superintendent, which policy shall provide monthly disability income to the District Superintendent in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the District Superintendent's gross monthly salary. The policy shall entitle the District Superintendent disability payments to begin ninety-one (91) days from the last day worked and continuing until age sixty-five (65).

**(7) Medical Insurance**

A The District shall provide the District 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 District Superintendent shall have the right, at his sole discretion, to select his medical insurance coverage from the plans offered by the District to any District administrator 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 District

Superintendent shall contribute 8% toward the premium cost of the health care package during each fiscal year of the Contract. Dental and vision care shall be provided at no cost to the District Superintendent. Family prescription coverage will be provided with a deductible as provided in the administrator compensation plan. Upon the District Superintendent's superannuation retirement from the District under PSERS, the District Superintendent shall be permitted to retain medical, dental and vision coverage for himself and his spouse as members of the District's group insurance as provided to then-current District administrators, until the District Superintendent and his spouse reach the age of sixty-five (65), or become Medicare eligible, whichever comes last. The District agrees to pay 75% of the exit rate premium for the Superintendent and his spouse, provided the Superintendent retires on or after June 30, 2021. If the Superintendent retires before June 30, 2021, the District agrees to pay 25% of the exit rate premium for the Superintendent and his spouse. This obligation shall survive the termination of this Contract.

- B As used in this Contract, the term "retire," "retirement" or any form of the word shall require that the employee be retiring from this District and Pennsylvania Public School Employment either by disability or eligibility through age and years of service and not merely leaving the employ of this District.

**(8) Liability Insurance**

The District shall provide and pay the full cost of legal liability and general liability insurance coverage that provides the District Superintendent coverage for acts and omissions undertaken in the course and scope of his employment with the District.

**(9) Graduate Courses, Professional Development and Continuing Education**

The District shall pay the full cost of tuition for all graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, up to 12 credits per semester. The District shall make such payment to the District Superintendent upon his successful completion of each graduate course, when he submits the tuition bill to the District's business manager. Successful course completion includes a receipt of an "A" or "B" or "Pass" in a pass-fail course.

The District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the District Superintendent during this Contract; provided that such courses are approved in advance by the Board and subject to repayment by the



District Superintendent for any course in which the District Superintendent fails to receive a final passing grade or otherwise successfully complete.

**(10) Cell Phone and Data Reimbursement**

The District shall pay the District Superintendent a monthly reimbursement of one hundred dollars (\$100.00) to cover the cost of his personal cellular/data phone and service that is also used for School District purposes. This allowance shall be paid in addition to the District Superintendent's annual salary. The District Superintendent shall maintain a personal account for cellular telephone service throughout the Term of this Agreement. District Superintendent shall have total responsibility for payment of such personal account and the School District shall have no obligation or responsibility related to such personal account other than the monthly reimbursement to District Superintendent as stated in this paragraph.

**(11) Expense and Mileage Reimbursement**

The District shall fully reimburse the District Superintendent for all reasonable expenses incurred by the District Superintendent in the discharge of his duties, upon proper documentation, in accordance with District policy and procedures. The District shall also reimburse the District Superintendent for mileage associated with use of his private vehicle in the performance of the District 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.

**(12) Post-retirement Technology Retention**

Upon the District Superintendent's retirement from the District, he shall be entitled to retain all office electronics utilized by him during his employment, including but not limited to his office laptop, his iPad and his Chromebook.

**(13) Tax Deferred Annuity**

At the request of the District Superintendent and in accordance with applicable federal and state statutes and regulations, the District shall withhold and transfer an amount of salary monthly in an amount to be determined by the District Superintendent, thus permitting him to participate in a tax deferred annuity program of his choosing, but without contributions of any amount thereto by the District.

**5. Assessment of Performance.**

- A. The Board shall evaluate, in writing, the performance of District Superintendent at least once a year during the term of this Contract, no later than June 30<sup>th</sup> of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in

an executive session limited to members of the Board of School Directors and the District Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge either through verbal or written communication, except as otherwise expressly required by state or federal law. In any year when a formal performance assessment is not completed in accordance with this contract, the Superintendent's performance shall be deemed satisfactory and the Superintendent shall not be subject to discipline, , discharge or termination on the basis of neglect of duty or incompetency based upon the failure to meet the performance standards in Exhibit B but this provision shall not apply to violations of the School Code for which the School Code requires termination when proven.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
3. To evaluate performance in a timely manner and provide a means for constructive comment and corrective action.

C. Performance Expectations, Including Objective Performance Standards.

The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District 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 District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District 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 District Superintendent

hereby mutually agree to the objective performance standards which are attached hereto as Appendix B and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before October 1<sup>st</sup> of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.

#### **6. Investigations by the Board.**

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District 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 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 not violate of 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 District 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 District Superintendent following the completion of any investigation of his conduct or performance, except as otherwise required by law.

#### **7. Professional Liability.**

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

#### **8. Reappointment.**

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him in writing at least annually of any inadequacies perceived by the Board. If, at any time, the Board of

School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, at least 220 days prior to the end of this Contract Term, of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified, he shall be considered reappointed for a new term of 1 year pursuant to School Code Section 1073(b) and the terms and conditions of this Contract shall continue for that period.

## **9. Termination.**

This Contract may be terminated prior to the end of the Term of this Contract as follows:

- A. The District Superintendent shall be subject to discharge and termination of this Contract for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District 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 District 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 District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent finally prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for all reasonable legal fees and expenses incurred by the District Superintendent in the proceedings.
- B. This Contract may be unilaterally terminated by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least one hundred twenty (120) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract. If the superintendent were to die during the terms of this contract, the district will pay the cash value of his above stated benefits into the 403(b) account for the benefit of the Superintendent's estate.

- C. In the event this Contract is terminated under this paragraph without the requisite notice, the amount paid to the District Superintendent shall be reduced by the amounts paid to the District Superintendent for graduate credit reimbursement during the term of this Contract.
- D. This Contract may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the District 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.
- D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death.

**10. Modification.**

This Contract shall not be amended, changed or modified, except to make a non-compliant provision compliant with state law and except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board. This Agreement is intended to comply with the requirements of School Code 1073(e) that it contain the mutual and complete agreement between the parties.

**11. Savings.**

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

**12. Obligations.**

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his personal representatives and heirs.

### **13. Statutory Reference.**

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

### **14. Applicable Law.**

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

### **15. Miscellaneous.**

- A. All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.
- B. This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.
- C. This Agreement contains all the terms, promises and conditions negotiated by the parties; it is their only and complete and final Agreement; there are no other prior or contemporaneous oral or implied terms, promises or conditions; and neither the District nor the Superintendent are relying on any representations other than those which are expressly set forth in this Agreement.
- D. This Agreement may be executed in one or more originals, and all such documents shall be treated as one and the same and an original.

### **16. Entire Agreement.**

This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of a written document signed by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts or writings of any kind between the parties are superseded by this Agreement. Neither party hereto has made nor relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter in to this Agreement.

**17. Headers, underliners and print changes.**

These are for the convenience of the parties and ease of reading and shall not enlarge or diminish the terms and language utilized herein.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first written above.

**SOUTHMORELAND SCHOOL DISTRICT:**

By: *Aimee Hore* 4/12/18  
President, Board of School Directors Date

ATTEST: *Margaret Parasaw* 4/12/18  
Secretary, Board of School Directors Date

**VINCENT MASCIA:**

By: *Vincent Mascia* 4/12/18  
VINCENT MASCIA, District Superintendent Date