

SOUTHMORELAND SCHOOL DISTRICT
EMPLOYMENT AGREEMENT FOR ASSISTANT SUPERINTENDENT

THIS EMPLOYMENT AGREEMENT is made this 11th day of August, 2022, 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

(hereinafter, "Dr. Boone" or "Assistant Superintendent").

WHEREAS, the Board of School Directors of the Southmoreland School District did appoint Dr. Jason Boone as Assistant Superintendent of the Southmoreland School District for a three (3) year term beginning on August 8, 2022 through August 7, 2025, with salary and benefits as presented in his contract; and

WHEREAS, the Board action was approved at a meeting of the Board of School Directors on July 14, 2022 and this Contract was approved at a meeting of the Board of School Directors on August 11, 2022; and

WHEREAS, the Assistant Superintendent and the District 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 July 14, 2022, hereby appoints Dr. Jason Boone to the position of Assistant Superintendent for a three (3) year period commencing on August 8, 2022 through August 7, 2025. Dr. Boone was nominated to the position of Assistant Superintendent by the Superintendent and appointed by the Board pursuant to Sections 1076 and 1077 of the School Code.

2. **Duties.** The Assistant 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 Assistant Superintendent as outlined in the Job Description, attached hereto and made part hereof, as Exhibit A; and
- B. Other duties as assigned by the Superintendent and Board of School Directors pursuant to Section 1082 of the School Code, and as the School Code may be amended.

The Assistant Superintendent further asserts that he possesses a current Letter of Eligibility to serve as Assistant 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.** The Assistant Superintendent shall provide no less than sixty (60) days written notice to the District in the event he resigns his duties prior to August 7, 2025. If the District does not receive such timely notice, the District shall be relieved of the obligation to make any payments to the Assistant 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 Assistant Superintendent. Pursuant to Sections 1073 and 1073.1 of the School Code, the annual performance assessment of the Assistant Superintendent shall be conducted by the School Board together with the Superintendent, who directs the work of the Assistant Superintendent and works closely with him. 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. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors, the Superintendent and the Assistant Superintendent.

An Evaluation Instrument or format agreed upon by the Board and the Assistant Superintendent shall be utilized. The evaluation instrument for use in the 2022-2023 school year is attached hereto and marked Exhibit B. Each judgment made shall be supported by rational and objective evidence. The Board and Assistant 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 Assistant Superintendent may reveal confidential information about the Assistant 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 Assistant Superintendent, enhance the Assistant Superintendent's effectiveness, and clarify for the Assistant Superintendent, Superintendent and individual Board Members the responsibilities the District relies on the Assistant Superintendent to fulfill; and
- B. Objective Performance Standards. The performance of the Assistant Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and Assistant 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 Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant 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 Assistant 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 Assistant Superintendent.

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

<u>School Year</u>	<u>Salary</u>
2022-2023	\$130,000.00
2023-2024	\$132,080.00
2024-2025	\$134,193.00

The annual salary of the Assistant Superintendent shall not decrease during the term of this Agreement without the consent of the Assistant Superintendent. The Board in its discretion retains the right to increase the salary of the Assistant Superintendent at any time during the Term of this Contract. The Assistant Superintendent agrees and understands that compensation under this Agreement shall be subject to appropriate

tax withholdings and the Assistant Superintendent agrees to hold the District harmless for deducting such amounts prior to payment.

6. **Fringe Benefits.** The District shall provide the Assistant 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, non-cumulative, shall be used at the discretion of the Assistant Superintendent. The Superintendent shall be notified by the Assistant Superintendent at least forty-eight (48) hours in advance of the date requested for a personal day, when possible. The Superintendent may, at his or her discretion, waive this requirement. Each day of unused personal leave shall be added to the Assistant Superintendent's sick leave the following year.
- B. **Sick Leave** - Sick leave days can be accumulated with no limitations. The Assistant Superintendent will receive fifteen (15) days per school year. One sick day can be used as an additional personal leave day per year.

The Assistant Superintendent can transfer up to thirty (30) sick leave days from his previous place of employment.

The Assistant Superintendent shall be given a written accounting of accumulated sick leave days, years of service and salary no later than September 30th of each school year. Sick leave shall be credited to the Assistant Superintendent on the first day of July of each school year in accordance with the provisions of the School Code.

- C. **Vacation Leave** - The Assistant Superintendent is entitled to twenty (20) days of vacation per school year.
- Vacation days are to be submitted to and approved by the Superintendent.
 - 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 Assistant Superintendent must notify the Superintendent by June 30th of each year as to how the unused vacation days are to be classified.
- The Assistant Superintendent may use no more than thirty-five (35) vacation days in a single school year.

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 Assistant 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 Assistant Superintendent with the approval of the Superintendent.

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

E. Emergency Leave - The Assistant Superintendent shall be granted one (1) emergency leave day. Upon returning to his position, the Assistant Superintendent shall submit, in writing, the reason for his absence to the Superintendent for his decision.

F. Bereavement Leave - Whenever the Assistant Superintendent shall be absent from duty because of a death in the immediate family of said Assistant Superintendent, there shall be no deduction of salary for said Assistant 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 Assistant Superintendent has made his home.

When the Assistant 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** - The Assistant Superintendent called for jury duty or subpoenaed by the court for school-related business shall be granted leave for the court for this purpose. The Assistant Superintendent shall be paid the difference between his *per diem* salary and the amount received by him/her for such duty.

The Assistant Superintendent shall suffer no loss of salary, benefits, or other contractual advantage as a result of such leave. Additionally, the Assistant Superintendent subpoenaed to court for reasons other than those stated, who have prior approval by the Superintendent, 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 Assistant Superintendent's current gross annual salary. The Assistant 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 Assistant Superintendent, which policy shall provide monthly disability income to the Assistant Superintendent in an amount equal to sixty-six and two-thirds percent (66 2/3%) of the Assistant Superintendent's gross monthly salary. The policy shall entitle the Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent's employment.
- M. **Technology** – The District shall purchase technology solutions for the Assistant Superintendent in order for him to perform his duties. The Assistant Superintendent must approve all technology purchases during his employment with the District.
- N. **Expense and Mileage Reimbursement** - The District shall fully reimburse the Assistant Superintendent for all reasonable expenses incurred by the Assistant Superintendent in the discharge of his duties, upon proper documentation, in accordance with District policy and procedures. The District shall also reimburse the Assistant Superintendent for mileage associated with use of his private vehicle in the performance of the Assistant 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.

7. **Attendance at Conferences.** The Assistant Superintendent shall be permitted, with Board approval, to attend no more than one (1) annual conference outside of the Commonwealth of Pennsylvania. The Assistant 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. The Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent.

10. **Background Checks.** The Assistant Superintendent shall maintain, at his own expense, and provide all criminal background reports required by 24 P.S. § 1-111, as amended, and child abuse certification required by 23 Pa.C.S. § 6344, as amended, current within one year of his first day of work with the District. The Assistant 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 Assistant Superintendent has been convicted of a disqualifying crime.

11. **Renewal.** The Board of School Directors, not less than ninety (90) days from the date of expiration of this Agreement, shall take action at a public meeting to either retain the Assistant 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 Assistant 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 Assistant Superintendent's dismissal and the Assistant 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 Assistant 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 Assistant Superintendent. The Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense. Should the Assistant

Superintendent be terminated for cause and the charges are sustained, the District shall be relieved of the obligation to make any payments to the Assistant Superintendent that would otherwise be due.

13. **Termination by Mutual Agreement.** This Contract may be terminated by the mutual consent, in writing, of the Assistant Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to, insurance premiums and payments for unused leave, the Assistant 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 Assistant Superintendent, provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. §10-1073(e)(3).

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

15. **Outside Consulting Services.** The Assistant 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 Assistant 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 Assistant Superintendent's conduct or performance be undertaken, the Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Assistant 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 Assistant Superintendent as set forth above shall apply even if the lawsuit in question occurs after the Assistant Superintendent retires or otherwise leaves the position of Assistant Superintendent, provided the events which gave rise to the lawsuit arose while the Assistant Superintendent was acting, or reasonably believed he was acting, within the scope of his employment as Assistant 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

Marguer Parasur
Secretary

By: Michelle Williams
President

DATE: Aug 11, 2022

WITNESS:

DR. JASON BOONE

Heather M. Meyer

JR

DATE: 8-11-22

EXHIBIT A

Job Description Southmoreland School District Assistant Superintendent of Schools

Qualification: Pennsylvania Letter of Eligibility

Reports to: Superintendent of Schools

**Duties and
Responsibilities:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The requirements listed below are representative of the knowledge, skill and/or ability required.

The Assistant Superintendent shall perform the following responsibilities:

1. Provides District liaison services on matters pertaining to elementary and secondary education.
2. Meets regularly with the Superintendent to discuss important issues that might directly affect the District.
3. Effectively handles parent complaints.
4. Visits schools regularly to ensure effective communication.
5. Supervises and evaluates assigned certified and classified personnel.
6. Advise and assist principals in the area of teacher evaluation; conduct observations and evaluations as needed.
7. Provides timely and effective communications regarding incidents and/or situations which might impact the District, its divisions, or its schools to appropriate District office/school personnel/ school board.
8. Maintains and cultivates the external and internal image of the District, its divisions and its schools.
9. Represents the District in community affairs and activities.

10. Coordinates Board agenda items relating to the Assistant Superintendent's areas of responsibilities by submitting items in a timely and appropriate manner to the Superintendent for final review.
11. Attends all Board of School Directors meetings.
12. Attends all principal meetings.
13. Plan and direct other tasks and perform other responsibilities as may be assigned by the Superintendent.
14. Assume responsibilities and perform duties of Superintendent in his/her absence.
15. Coordinate a variety of prevention and intervention services/activities that promote effective classroom learning and teaching with appropriate staff members.
16. Collaborate with school staff, administration, students, parents and the community at large to develop a positive and healthy school environment.
17. Comply with exceptional children mandates, regulations, standards and laws.
18. Implement and evaluate activities recommended in the District's Pupil Services Chapter 12 Service Plan.
19. Plan for and facilitate K-12 school counseling department meetings.
20. Responsible for coordinating the SAP program at each District building and working with outside providers.
21. Responsible for communicating to Superintendent and other administrators relevant changes, updates and information regarding Support Services.
22. Serve as District Suicide Prevention Coordinator and plan all mandated suicide training with Pupil Services.
23. Supervises District transportation services.
24. Supervise the Athletic Director and Athletics program.
25. Attend all School Board Athletic sub-committee meetings.
26. Completes other assignments designated by the Board, Superintendent or designee.

COGNITIVE ABILITIES

- Ability to establish and maintain rapport with staff, colleagues, associates, and general community.

- Ability to work on multiple tasks and prioritize appropriately.
- Ability to recognize areas of concern relating to administration of a public school district.
- Ability to communicate effectively, both verbally and in writing.
- Ability to exercise initiative and make independent decisions to reschedule work to meet deadlines or to effectively handle emergency work.
- Ability to work occasional evenings and weekends, sometimes with little or no notice.
- Strong analytical mind and outstanding problem-solving skills
- Ability to troubleshoot multiple issues in a fast-paced environment

POSITION REQUIREMENTS

Physical Demands:

- Frequent travel to School District offices, buildings, classroom and grounds.
- Frequent traversing throughout various buildings.
- Often sitting for extended periods.
- Standing for periods of time. Moderate lifting from 15-30 pounds.
- Some moving of various items - up to 30 pounds.
- Manual dexterity to use office equipment.
- Repetitive operation of computer keyboard.

Sensory Abilities:

- Ability to communicate effectively in all aspects of the job.

Work Environment:

- Generally, office setting year-round.
- Temperament:
- Ability to work as a leader, coordinator and a member of a team.
- Must be courteous and able to effectively manage job responsibilities.
- Must be cooperative, congenial, service oriented, and promote these qualities.
- Ability to work in an environment with frequent interruptions.
- Ability to be respectful and empathetic.

Workplace Expectations:

- Ability to follow directions and give direction to others.
- Ability to create and delegate assignments.
- Ability to complete assigned tasks without supervision.
- Ability to communicate, comprehend and perform complex computations.
- Ability to use correct grammar, sentence structure and spelling.
- Ability to compose clear, concise sentences and paragraphs.
- Ability to organize office setting to efficiently accomplish tasks. Ability to multitask.
- Ability to work independently and make work-related decisions.
- Ability to exercise good judgment in prioritizing tasks.
- Ability to communicate effectively at all organizational levels.

- Ability to operate office equipment.

Approved by Board of School Directors on:

DATE: August 11, 2022

EXHIBIT B

EXHIBIT C