

EMPLOYMENT AGREEMENT

Agreement between Lampeter-Strasburg School District ("School District") and Dr. Kevin S. Peart ("Dr. Peart")

BACKGROUND. School District has offered to employ Dr. Peart, and Dr. Peart has accepted employment for an additional term as Superintendent of School District. School District and Dr. Peart believe that it is appropriate and mutually beneficial to set forth in writing their respective understandings relating to the employment of Dr. Peart. School District and Dr. Peart, both intending to be legally bound have therefore entered into this Agreement and agree as follows:

1. Employment.

School District employs Dr. Peart, and Dr. Peart accepts employment, under the terms and conditions of this Agreement. The election and appointment of Dr. Peart by School District and his employment under this Agreement are conditioned upon Dr. Peart's maintaining throughout the term of this Agreement a valid and current commission and other legal credentials as may be required by law.

2. Terms of Employment.

The term of employment of Dr. Peart pursuant to this Agreement shall commence on July 1, 2021 and shall continue until June 30, 2026 unless terminated sooner pursuant to the provisions of this Agreement. This Agreement shall terminate on June 30, 2026 unless the Agreement is renewed for an additional term pursuant to § 1073 of the Public School Code of 1949, as amended, 24 P.S. § 10-1073. On or before January 15, 2026, the Board shall provide Dr. Peart with written notice that it either intends to retain him for an additional term or to consider other candidates.

3. Duties and Nature of Service.

- a) Dr. Peart is employed as the Superintendent of School District. In addition to those duties and powers conferred by law, Dr. Peart shall (subject to the control and direction of the Board of School Directors) perform such duties and exercise such powers as are set forth below:
 - i) Planning and initiating programs and policies concerning the organizational, operational and educational function of the School District as directed by the Board with ultimate responsibility for the execution of these programs and policies.
 - ii) Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the School District.
 - iii) Keeping the Board informed by written and oral reports as to the operation and needs of the School District.
 - iv) Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.
 - v) Directing the daily operation of the School District by organizing, supervising and coordinating the School District staff.
 - vi) Arranging for the systematic evaluation of staff by responsible administrators.

- vii) Recommending the employment of, assigning, and supervising the work of all School District employees. Recommending promotion, salary changes, demotion or discharge of any School District employees rendering unsatisfactory service.
- viii) Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- ix) Developing effective staff development programs that are linked to the strategic plan and Board goals for the School District.
- x) Communicating directly, or through delegation, all personnel actions by the Board to all employees as appropriate and receiving from employees communication to be made to the Board.
- xi) Ensuring that School District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs, deemed necessary.
- xii) Overseeing a timely review of all curricular areas required by law as well as other subject the Board may require and make recommendations to the Board for the improvement of curriculum.
- xiii) Recommending to the Board any major changes in texts and time schedules to be used in the schools.
- xiv) Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.
- xv) Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the School District and the use of School District assets and resources.
- xvi) Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
- xvii) Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- xviii) Serving as the official spokesperson for the School District in providing information to the Board, School District employees, the community and other outside groups/agencies on matters affecting the operation of the School District.
- xix) Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.
- xx) Interpreting and/or supervising the implementation of all federal and state laws relevant to education.

- b) Dr. Peart shall devote his full working time and best efforts to the performance of his duties as Superintendent of School District. The Board shall not reassign the Superintendent's duties to another individual or reassign Dr. Peart to another position without the consent of Dr. Peart. Dr. Peart, so long as consistent with performance of his duties, may with the prior approval of the President of the Board of School Directors
 - (i) attend seminars, conferences and conventions related to the duties of his position or the activities of School District and
 - (ii) undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations, with or without honorarium, provided that Dr. Peart shall not accept any honorarium that has not been previously disclosed to the President of the Board of School Directors prior to undertaking the consultation work, speaking engagement, writing, lecturing or other professional duties and obligations.
- c) 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. Superintendent 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 his 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 criticisms, complaints and suggestions called to its attention to the Superintendent for study, disposition, or recommendations as is appropriate.

4. Compensation, Benefits and Other Provisions.

- a) During the 2020-2021 fiscal year, Dr. Peart's compensation for his services and the performance of his obligations under this Agreement was \$189,000. For the 2021-2022 fiscal year, Dr. Peart's compensation shall be no less than the compensation paid for the 2020-2021 fiscal year as noted in this paragraph. Prior to June 30, 2021, the Board of School Directors shall determine what, if any, additional compensation shall be paid to Dr. Peart for the 2021-2022 fiscal year. During the term of this Agreement, Dr. Peart's salary shall be evaluated annually and may be increased from time to time at the discretion of the Board of School Directors. In addition, upon attaining mutually agreed upon objectives, Dr. Peart shall be entitled to incentive pay in an amount determined at the discretion of the Board of School Directors. During the term of this Agreement, Dr. Peart's salary shall be payable on School District's customary salary payment dates.
- b) In addition to the other compensation and benefits provided in this Agreement and except as otherwise provided herein, Dr. Peart shall, in addition to the fringe benefits specifically included or referenced herein, be entitled to any fringe benefits set forth in the School District's Administrative Compensation Plan adopted pursuant to § 1164 of the Public School Code of 1949, as amended 24 P.S. § 11-1164 ("Act 93 Plan") in effect on the commencement of this Agreement. If the fringe benefits under the School District's Act 93 Plan are increased, then the fringe benefits of Dr. Peart shall be increased in the same manner.
- c) In addition to the fringe benefits described in subparagraph (b) above, Dr. Peart shall be entitled to the following benefits:

- i) Mileage.

Dr. Peart shall receive mileage reimbursement for School District travel at the maximum reimbursement rate as established by the Internal Revenue Service.

- ii) Conferences and Conventions.

School District shall:

(A) so long as consistent with the performance of his duties and with the prior approval of the President of the Board of School Directors, provide Dr. Peart with a reasonable amount of release time for Dr. Peart's attendance at national and state conferences and conventions and

(B) reimburse Dr. Peart for costs reasonably and necessarily incurred to attend and participate in such conferences and conventions.

iii) Tuition Reimbursement.

Dr. Peart shall not be eligible for the reimbursement of any graduate courses, professional development courses and continuing education courses except those courses specifically required by the Board of School Directors.

iv) Miscellaneous.

Nothing contained in this Agreement shall preclude the School District from providing additional benefits to Dr. Peart as agreed between him and the Board of School Directors, in which event the Agreement shall continue in full force and effect except that the terms of this Agreement relating to fringe benefits shall be deemed modified to reflect the increased or additional benefits.

5. Formal Written Performance Evaluation.

- a) A formal Superintendent evaluation will take place in mid-June of each year. An informal conference evaluation will take place in mid-December of each year. The formal evaluation process shall begin at the May School Board meeting. At that time, each School Board member shall be provided the evaluation instrument, and the Superintendent should provide each Board member with Superintendent input. Superintendent input is not required, but it is strongly encouraged. The May School Board Workshop will include a full Board Executive Session, exclusively for the purpose of preparing the Board's evaluation. The meeting will be chaired by either the President or the Chair of the Personnel Committee. Notes of the meeting should be taken by both the Chair of the Personnel Committee and the President of the School Board. The Board will provide one grade for each evaluation category. The Board will come to a consensus grade for each category by voice vote or show of hands relative to each category. Following the May Board Workshop the Chair of the Personnel Committee and the President of the School Board will meet to reconcile their notes, resolve any discrepancies, and prepare a final evaluation instrument to be presented to the Superintendent. All notes shall thereafter be destroyed. At the June School Board meeting, in the Executive Session, the final evaluation shall be presented to the Superintendent in the presence of the entire Board. Discussion relative to the evaluation is permitted, but this is not an opportunity for rebuttal or counterargument. If desired, the Superintendent may present a written response to the Board within two weeks of the June School Board meeting. The Board's evaluations and Dr. Peart's responses shall be totally confidential, private and in no manner become public knowledge or conversation. The parties shall have the mutual right to waive a formal performance evaluation in any year of the Agreement provided; however, that Dr. Peart's performance shall be deemed satisfactory and Dr. Peart shall not be subject to discipline, discharge or removal on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Agreement.
- b) In accordance with § 1073.1 of the Public School Code of 1949, as amended, 24 P.S. § 1073.1, the Board of School Directors and Dr. Peart shall agree on objective performance standards for use in the Board's performance evaluation of Dr. Peart for the 2021-2022 school year. The parties shall agree upon such objective performance standards prior to July 1, 2021. The objective performance standards shall be in writing, approved and executed by both parties, and shall be made a part of this Agreement. As required by § 1073.1(b.1) of the Public School Code, the

written objective performance standards shall be posted in the School District's publicly accessible Internet website.

- c) On or before June 30 of each subsequent year of this Agreement, the parties shall review and where appropriate, revise the objective performance standards in writing for the performance evaluation process for the following school year. As required by § 1073.1(b.1) of the Public School Code, the written objective performance standards shall be posted on the School District's publicly accessible Internet website.
- d) By August 15, 2021, and by August 15 of each year thereafter, Dr. Peart and the Board of School Directors shall meet to discuss Board/Superintendent roles and responsibilities and the processes and procedures regarding how Dr. Peart and the Board will communicate.

6. Sabbatical Leave, Professional Development Leave.

Dr. Peart acknowledges that his employment under this Agreement, and the salary and benefits to which he is entitled under this Agreement, were agreed upon based upon Dr. Peart's waiving any right to request, or to be granted, a sabbatical leave or professional development leave; and Dr. Peart hereby waives any right to request, or to be granted, a sabbatical leave or professional development leave.

7. Termination of Agreement.

a) Agreement.

Mutual agreement of Dr. Peart and the Board of School Directors.

b) Resignation/Retirement.

Resignation or retirement of Dr. Peart.

c) Disability of Dr. Peart.

In the event Dr. Peart is disabled and unable to perform the essential functions of the job with or without reasonable accommodations for a period of six (6) consecutive months, then the School District may, by notice to Dr. Peart given prior to the date Dr. Peart is able to resume performance of his duties, terminate this Agreement.

d) Termination for Cause.

Dr. Peart's employment may be terminated for cause. Dr. Peart shall be subject to discharge for a valid and just cause for the reasons specified in Section 1080 of the Public School Code of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for his dismissal, and Dr. Peart 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, Dr. Peart shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses and testimony, relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to Dr. Peart. Dr. Peart shall have the right to be represented by counsel at his sole cost and expense.

e) Death.

Death of Dr. Peart.

8. Sick Leave.

Dr. Peart shall be credited with twelve (12) days of sick leave on July 1st of each year of this Agreement. Unused sick leave days will accumulate from year to year. Upon his retirement, Dr. Peart shall receive a non-elective contribution to his tax-deferred account that equals the per diem rate (currently \$60) payable under the School District's Act 93 Agreement times the number of accumulated, unused days of sick leave as of the date of Dr. Peart's retirement. However, the amount paid by the School District for any year shall not exceed the contribution limits of §415(c)(1) of the Internal Revenue Code. If the amount due under this paragraph for any year exceeds the applicable contribution limit for any year, the unpaid amount shall be contributed into Dr. Peart's tax deferred account in the next year to the extent permitted under the applicable limitations, and shall continue in each succeeding year until the entire amount due has been contributed into Dr. Peart's tax deferred account.

9. Vacation Leave.

Dr. Peart shall be credited with twenty (20) days of vacation leave on July 1st of each year of this Agreement. As of June 30th of each fiscal year, Dr. Peart may elect to

- (a) carryover unused vacation leave days up to a maximum of ten (10) days per fiscal year; or
- (b) have the value of the unused vacation leave days calculated at his per diem rate (1/260th of his salary in effect at the time such days were earned), contributed by the School District into his tax deferred account. Any such election shall be submitted in writing to the Board President and to the Business Manager for processing. Upon separation or termination of employment, Dr. Peart shall receive payment at this then-current per diem rate of pay for all unused days of vacation leave, up to a maximum of thirty (30) days.

10. Indemnity.

In accordance with and subject to, the provisions of the Political Subdivision Tort Claims Act, the Board shall defend, hold harmless and indemnify Dr. Peart from any and all demands, claims, suits, action and legal proceedings brought against Dr. Peart in his official capacity as agent for the School District. This obligation shall survive the termination of this Agreement.

11. Waiver of Breach.

The waiver by School District of due performance of, or compliance with, any provisions of this Agreement by Dr. Peart shall not operate or be construed as a waiver of due performance or compliance by Dr. Peart thereafter.

12. Severability.

If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

13. Headings.

The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

14. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

15. Entire Agreement; Modification.

This Agreement sets forth the entire understanding of School District and Dr. Peart with respect to the subject matter of this Agreement and supersedes and replaces all prior representations, discussions, understandings or agreements relating to the subject matter of this Agreement. No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, School District and Dr. Peart have signed this Agreement as of November 2, 2020, effective as of July 1, 2021.

LAMPETER-STRASBURG SCHOOL DISTRICT

Cindy J. Hail
Attest

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Attest

Deborah A. Ginger
Witness

By: Melissa S. Hill
President

By: Maryanne
Secretary

Kevin S. Peart
Kevin S. Peart, Ed.D.

