

**MT. LEBANON SCHOOL DISTRICT  
DISTRICT SUPERINTENDENT'S CONTRACT**

**THIS CONTRACT**, made and entered into this 1st day of May, 2023, by and between **THE MT. LEBANON SCHOOL DISTRICT**, a school district created in accordance with the laws of the Commonwealth of Pennsylvania and with its principal office situated at 7 Horsman Drive, Mt. Lebanon, Pennsylvania, 15228 (hereinafter referred to as "School District"),

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**DR. MELISSA R. FRIEZ**, residing at 1267 Parkview Blvd., Pittsburgh, PA 15217 (hereinafter referred to as "Superintendent").

**PREAMBLE**

WHEREAS, the Board of School Directors of Mt. Lebanon School District (hereinafter referred to as "Board") at a meeting of the Board duly and properly called on the 1<sup>st</sup> day of May, 2023 did appoint Dr. Melissa R. Friez to the Office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. § 1-101 et. Seq., the "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 and in consideration of the mutual covenants contained herein do hereby agree to follows:

## ARTICLE I. TERM

**1.0 Term.** The Board does hereby elect and appoint Dr. Melissa R. Friez to the position of Superintendent of Schools of the Mt. Lebanon School District for a term of five (5) years commencing July 1, 2023 and terminating June 30, 2028; provided, however that in the event that the Superintendent is required by her current employer to remain employed until a date later than July 1, 2023, then she will begin her employment with the School District on the first legally available business day, and the term hereof shall commence on such date, with compensation and benefits prorated accordingly.

**1.1 Contract Year.** All references in this Contract to “contract year” shall mean the period of time from July 1<sup>st</sup> to the following June 30<sup>th</sup>.

**1.2 Termination, Renewal or Extension.** This Contract shall terminate immediately upon the expiration of its term unless allowed to automatically renew as provided by Section 1073(b) of the Public School Code, as amended; provided, however, that the requirement of Board action at least ninety (90) days prior to the expiration date of the term of office as specified in Section 1073(b) is increased to one hundred fifty (150) days. Any renewal or extension of the Superintendent’s term beyond the term of the Contract shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended, either through the automatic renewal described above or the execution of a new contract.

**1.3 Termination for Cause.** Throughout the term of the Contract, the Superintendent shall be subject to discharge for cause as provided by Section 10-1080 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §10-1080), provided, however, that the Superintendent shall have the right to written charges at least ten (10) calendar days prior to a hearing. 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 at her expense, and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the School District shall be made available to the Superintendent upon request. The cost of the transcript shall be borne by the Superintendent. The School District agrees that it shall on an informal basis inform the Superintendent that written charges will be issued in accordance with § 10-1080 of the Pennsylvania Public School Code of 1949 prior to the issuance of those written charges. In the event of such termination for cause all salary and benefits shall cease immediately upon the effective date of such termination.

**1.4 Termination other than for Cause.** The Superintendent's employment may be terminated by the School District other than for cause as provided for in Section 1.3. Prior to terminating the Superintendent for reasons other than cause the School District agrees to the following procedure:

- A. The Board and the Superintendent will meet to discuss concerns that the Board has about the Superintendent's performance.
- B. The School District must submit to the Superintendent, in writing, the basis of the School District's concerns, and provide the Superintendent with a six (6) month time period to correct such concerns to the Board's satisfaction. At the end of the six (6) month period the Board will reevaluate the Superintendent's performance.
- C. If the Board determines that the concerns specified have not been corrected to the Board's satisfaction, the School District will then have the right to terminate the Superintendent's employment.

In the event that the Superintendent's employment is terminated pursuant to this Section 1.4, then in lieu of any other claim or remedy the Superintendent shall continue to be paid her base salary for a period ending upon the earlier of (i) the one year anniversary of the effective date of such termination other than for cause, or (ii) the expiration date of this Agreement, being June 30, 2028; provided, however, that in the event of such termination within the last two (2) years of the Contract

term, the amount due to the Superintendent under this provision shall not exceed the equivalent of one-half of the Superintendent's base salary due under this agreement for the remainder of the term. Moreover, in the event that the Superintendent is entitled to such continued base salary after termination, the School District's liability shall be reduced by the amounts earned by the Superintendent, directly or indirectly, whether as an employee, consultant, owner, partner or otherwise, during the term of such continued base salary. Superintendent agrees to promptly advise the School District of any such earned income.

**1.5 Conduct after Separation.** Superintendent shall not, at any time during Superintendent's employment with the School District or during the one year following separation from employment for any reason, directly or indirectly solicit, entice or induce any employee of the School District to terminate their employment and/or to become employed by any other school district, person, firm corporation, partnership or other entity.

**1.6 Return of District Property.** Upon Superintendent's separation from employment for any reason, Superintendent shall return to the School District all of its property including, without limitation, all documents and information, however maintained (including computer files, tapes and recordings), and all copies thereof, concerning the School District or acquired by Superintendent in the course and scope of Superintendent's employment, and the Superintendent shall not disclose confidential information obtained during her employment with the School District to any third party without prior written approval of the Board.

**1.7 Termination by Superintendent.** This Contract may be terminated by the Superintendent prior to the effective termination date by the Superintendent submitting a written resignation or notice of retirement to the President of the Board at least one hundred fifty (150) days prior to the effective date of the resignation/retirement provided however, in the event that such

resignation or retirement is a result of a medical condition this notice requirement shall be waived. All benefits specified in Exhibit "A" hereto including those under the Administrative Program as defined therein except for insurance coverage while employed shall be contingent upon compliance with this notice requirement.

**1.8. No Modification.** The above termination, buyout and severance provisions, including all provisions relation to postemployment compensation and the period of time in which compensation shall be provided, shall not be modified during the course of the Contract or in the event that this Contract is terminated prematurely.

## **ARTICLE II. DUTIES**

**2.0 Legal Qualifications.** The Superintendent covenants that the Superintendent possesses all of the qualifications that are required by law to serve as a School District Superintendent. The Superintendent agrees to maintain throughout the term of the Contract a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. The Superintendent further agrees to subscribe to and take a proper oath of office before entering upon the Superintendent's duties.

**2.1 Authority and Duties.** During the term of this Contract, the Superintendent shall serve as the Chief Administrator of the School District and perform the duties of a School District Superintendent in a competent and professional manner and accept all those responsibilities as are:

- A. Set forth in the Public School Code of 1949, as amended and other applicable laws of the Commonwealth of Pennsylvania.
- B. Set forth in the School District's policies as the same may be amended from time to time and at the direction of the Board of School Directors.
- C. Normally associated with the position of Superintendent, including, but not limited to budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations, and such other duties and responsibilities as may be assigned to the Superintendent from

time to time by the Board of School Directors, all in accordance with the applicable laws and regulations of the Commonwealth of Pennsylvania.

D. In addition to the duties set forth above, the Superintendent shall:

1. Furnish recommendations to the Board on all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction or termination of personnel employed or to be employed by the School District, all subject to final approval by the Board.
2. Be responsible for the administration of the affairs of the School District, including but not limited to programs, personnel, facilities and business management, with all duties and responsibilities therein to be performed and discharged by the Superintendent or by the staff under the Superintendent's direction.
3. Have a seat on the Board, the duty to advise and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, shall attend all committee meetings thereof, shall attend executive sessions unless otherwise notified by the Board, and shall serve as advisor to the Board and said committees on all matters affecting the School District.
4. Such other duties and responsibilities as may be assigned by the Board.

### **ARTICLE III. PERFORMANCE EVALUATION**

**3.0 Performance Based Evaluation.** The performance of the Superintendent shall be assessed against goals and objective performance standards mutually agreed in writing by the Board and the Superintendent as set forth in Section 1073.1 of the Public School Code (hereinafter "Performance Criteria").

The Performance Criteria, and key performance indicators for each of them for the 2023-2024 contract year, will be developed by the Board and the Superintendent on or before July 1, 2023, and

will be attached to this Contract as Exhibit B. Modifications may be made annually by the Board and the Superintendent, on or before August 1 where practical, to address the current nature of challenges, issues and needs facing the School District. The Superintendent shall provide the Board with sixty (60) days prior written notice each year of the due date for the new Performance Criteria.

The Performance Criteria shall be posted on the School District's website each year.

As part of the establishment of Performance Criteria the Board shall also develop, after discussion with the Superintendent, a written evaluation instrument to be used as a basis for evaluating the Superintendent's performance.

**3.1 Performance Review Meeting.** At least one meeting prior to the start of a contract year of the Superintendent's employment shall be devoted to the evaluation of the Superintendent's performance and her working relationship with the Board. The Superintendent shall provide the Board with sixty (60) days prior notice each year of the need to schedule such meeting. The evaluation shall be based upon the Performance Criteria established in accordance with 3.0 hereof. Each annual evaluation shall be in writing and shall represent a consensus of the Board. The written performance assessment will be conducted no later than June 30<sup>th</sup> or as soon thereafter as is practical. Upon completion of the assessment, the Board shall post the date of the assessment, and whether or not the Superintendent has met the agreed to performance criteria, on the School District website.

**3.2 Confidentiality.** The parties agree that the Superintendent's annual performance review shall be considered privileged and confidential and not disclosed to the public and both parties further agree that they shall respect the confidentiality of the evaluation discussions, unless disclosure is required by law.

## ARTICLE IV. COMPENSATION

**4.0 Salary.** The Superintendent's salary shall be \$250,000 per annum commencing July 1, 2023. In the second year of the Contract and each year thereafter the Superintendent's compensation, if adjusted, will be adjusted pursuant to Section 4.2 hereof. Salary shall be payable pursuant to the School District's standard payroll schedule and procedures including any required withholding.

**4.1 Fringe Benefits.** In addition to the foregoing salary, the Superintendent shall receive all of the benefits, including postretirement benefits, set forth in Exhibit "A" hereto, which is made a part hereof.

**4.2 Salary Adjustments.** Any adjustments in the Superintendent's salary during the term of this Contract shall be deemed an amendment to this Contract provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Superintendent, or in any manner extending the anticipated termination date of this Contract. At no time shall the annual salary of the Superintendent be decreased during the term of this Contract. Additional compensation or increase in the Superintendent's annual salary shall be determined by the Board pursuant to performance evaluations conducted each year. If the Board determines that the Superintendent has met the mutually agreed to Performance Criteria described in Section 3 above, then the Superintendent's salary shall be increased by three (3%) percent effective as of the first day of the contract year following the year reviewed.

In addition to any increase in base salary, the Board may, in its discretion, award additional compensation in the form of a bonus if it determines that such bonus is appropriate in light of all



factors deemed relevant by the Board including the Superintendent's performance with regard to student academic performance, or other Board identified goals or focus areas.

#### **ARTICLE V. CONSULTING AND OUTSIDE EMPLOYMENT**

**5.0 Consulting and Outside Employment.** The Superintendent will devote her full time attention, energies, skills and labor to her employment as Superintendent during the term of this Contract; provided, however, the Superintendent may undertake consulting work, speaking engagements, writing, lecturing, teaching, or other professional duties and obligations provided that such work occurs on personal vacation time or at other times and with the prior written approval of the Board. The Board must be informed of the nature and extent of the activities before they are undertaken, the activities must not interfere or conflict with her duties. The Board may direct that such activities be discontinued at any time.

#### **ARTICLE VI. RESIDENCY**

**6.0 Residency.** The Superintendent shall, beginning on or before July 1, 2024, reside in Mt. Lebanon for the duration of the Superintendent's employment with the School District, unless the Board approves otherwise. The Superintendent shall be entitled to enroll her son, currently in 7<sup>th</sup> grade, in School District schools without tuition for the 2023-2024 school year if she chooses to do so before she becomes a resident of Mt. Lebanon.

#### **ARTICLE VII. PROFESSIONAL LIABILITY**

**7.0 Professional Liability.** The Superintendent shall receive all of the benefits and protections of the Pennsylvania Local Government Tort Claims Act 42, PA. C.S.A. §8541 et. seq., and shall be provided coverage to the maximum extent permitted under the School District's Errors and Omissions Policy. In the event the School District fails to provide coverage in its Errors and Omissions insurance policy, or the Pennsylvania Local Government Tort Claims Act is amended or

repealed, the School District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope of her employment and authority and provided further such liability coverage would have been within the authority of the School District to provide under state law, for all claims made and occurrences throughout the term of this Contract or any extensions thereof.

#### **ARTICLE VIII. MISCELLANEOUS**

**8.0 Severability Clause.** Should any term, condition, clause or provision of this Contract be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Contract and in all other respects this Contract shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted term, condition, clause or provision.

**8.1 Statutory Reference.** All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

**8.2 Choice of Law.** This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

**8.3 Inurement.** The Contract shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

**8.4 Modification.** This Contract represents the mutual and complete agreement between the parties with respect to the terms and conditions of employment. It is mutually understood and agreed that this Contract may be modified only by mutual agreement of the parties, and all such modifications and agreements shall be evidenced by written and executed amendments to the Contract.

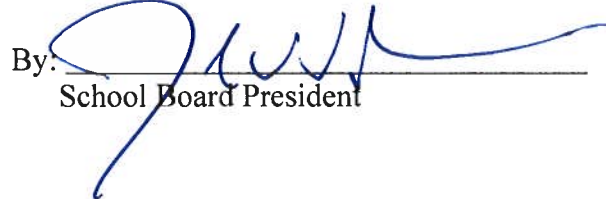
**8.5 Waiver/Estoppel.** No term or condition of this Contract shall be deemed to have been waived nor shall there be any estoppel against the enforcement of any provisions of this Contract except by written instrument of the party charged with waiver or estoppel.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

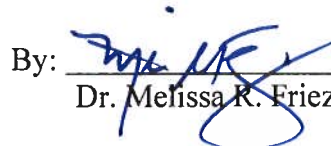
  
Secretary

MT. LEBANON SCHOOL DISTRICT

By:   
School Board President

WITNESS:

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By:   
Dr. Melissa R. Friez, Superintendent

## EXHIBIT "A" TO DISTRICT SUPERINTENDENT'S CONTRACT

### BENEFITS

1. The Superintendent shall receive all benefits, including but not limited to family health insurance, dental care, prescription lens insurance, vacation, group life insurance, sick leave and disability benefits as are provided to the School District's Administrators under the School District's Administrative Pay-For-Performance Program as currently in force or as may be amended or changed from time to time ("Administrative Program"), subject to all of the terms and conditions thereof, but not including the longevity bonus described therein. Provided however, that nothing in the Administrative Pay-For-Performance Program shall diminish or lessen the benefits set forth in this Exhibit "A":
  
2. The Superintendent shall receive the following additional benefits:
  - a. **Vacation Days.** The Superintendent shall be entitled to twenty five (25) vacation days with pay for each full year of service. The Superintendent may carry forward up to ten (10) unused vacation days over to the next contract year, but in no event shall the Superintendent be eligible for more than thirty (30) vacation days in any one contract year. The School District shall reimburse the Superintendent for up to ten (10) paid vacation days accumulated but not used or carried over to the next contract year at the per diem rate of the Superintendent's annual salary.
  - b. **Physical Examination:** The School District will pay the costs of an Annual Physical Examination of the Superintendent by Superintendent's primary care physician.
  - c. **Professional Memberships.** The School District shall pay the Superintendent's membership charges for up to \$2,000.00 for education related professional organizations.
  - d. **Conferences.** The Superintendent shall be permitted to attend any appropriate regional educational meetings, and up to three (3) appropriate education-related conferences and all reasonable expenses shall be reimbursed or paid for by the School District with prior approval by the Board.
  - e. **Sick Leave.** The Superintendent shall earn fifteen (15) days of sick leave for each year of service each contract year, which shall accumulate if they are not used. The Superintendent shall be permitted to carry over accumulated sick days from her prior employment, in an amount not to exceed 25 days.
  - f. **Communications.** The School District shall provide the Superintendent with a cellular or digital telephone, office internet access, laptop computer and other electronic devices as may be deemed appropriate by the Board for effective modern

communication. The above listed communication devices will be used only for School District business and shall not be used for the Superintendent's personal use, except for incidental personal use that does not interfere with the performance of the Superintendent's duties. All charges in connection with the electronic devices shall be paid by the School District and all such equipment shall remain the property of the District and be returned to the School District upon termination of this contract. This benefit is in lieu of the telephone stipend described in the Administrative Program.

- g. **Tax Deferred Supplement.** The School District shall contribute to an approved 457(b) plan or like plan of the Superintendent's choice in the amount of \$2,500 for the first year of service, to be increased by the amount of \$1,000 for each additional year of service during the term of this Contract.
- h. **Mileage.** The Superintendent shall be reimbursed by the School District at the rate per mile as published periodically the IRS for tax deduction purposes for use of her vehicle on school business.
- i. **Reimbursement of Expense.** The Superintendent shall be reimbursed by the School District for all other reasonable and necessary expenses which are incurred by the Superintendent for School District purposes or business and which are properly documented.
- j. **Moving Expenses.** The School District shall reimburse the Superintendent for the reasonable cost of a carrier to pack and move personal property to Mt. Lebanon. The Superintendent shall obtain three (3) estimates and forward them to the District, and the District shall select the estimate it deems reasonable. In the event the Superintendent terminates this Contract during the term of this Agreement the Superintendent shall promptly reimburse the District the prorated amount of such moving costs. The moving costs shall be prorated based upon the effective date of such termination by the Superintendent; during the first year after moving 100%, during the second year after moving 50%, during the third year after moving 25%, and no reimbursement thereafter. If the Superintendent fails to reimburse the District as outlined above, the School District may withhold the unpaid amount from the Superintendent's compensation.

3. To the extent that any terms of this Exhibit A are inconsistent with the Administrative Program, the terms of this Exhibit shall control.

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