CONTRACT FOR EMPLOYMENT OF

DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 1st day of July, 2024, between the Board of School Directors of the Millville Area School District with administrative offices located at 330 East Main Street, Millville, PA 17846 (the "District") and an individual, **Joseph Rasmus** currently residing at 236 Vine Street, Old Forge, PA 18518 (the "Superintendent").

WHEREAS, the Board of Directors of the District (the "Board"), desires to offer a contract to **Joseph Rasmus** in accordance with Sections 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949 (the "School Code"); and

WHEREAS, the parties agreed to certain terms and conditions of employment and reduced those terms and conditions to writing, as set forth herein (the "Contract").

INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.**

The Board, in consideration of the promises herein contained, employs and elects Superintendent, and Superintendent hereby accepts said employment as Superintendent of the School District for a term of five (5) years, effective as of July 1, 2024 and ending on June 30, 2029.

2. **Authority of School Board/District and Superintendent.**

The District, on its own behalf and on behalf of the electors of the District, and Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in his respectively by the laws and the Constitution of the Commonwealth of Pennsylvania, save for any power or rights limited by the express terms of this Contract.

3. **Conditions of Employment.**

A. Professional Certification. As a condition precedent to and ongoing duty of this Contract, Superintendent shall hold a valid Superintendent's Certificate

issued by the Department of Education, Commonwealth of Pennsylvania.

B. Physical Examination. The Board may direct the Superintendent to undergo a complete physical examination and urine drug screen with a physician of the District's choice and at the District's cost to determine that his health will permit him to continue to perform fully and completely the duties of the position of Superintendent in accordance with the terms and provisions of this Contract. This Contract shall at all times be conditioned upon Superintendent's fitness and ability to perform the duties of his position and in accordance with this Contract.

4. **Duties and Full-Time Employment**.

A. Superintendent shall be charged with the administration of the schools of the District under the direction of the Board of School Directors. Superintendent shall be the Chief Executive Officer of the District and shall assume the responsibilities and perform the duties set forth in the description for his position as established by the Board of Directors of the Millville Area School District. The current superintendent description is attached as **Exhibit "A"** and incorporated by reference herein. The Board of Directors may change this description from time to time, and the amended description shall be incorporated by reference in this Contract unless objected to for cause by the Superintendent within ten (10) days following the approval of said amended description. In the event that the Superintendent objects to an amendment to his job description for cause, the parties shall meet as soon as possible, but in no event later than five (5) days after the Superintendent objects to the amendment to the job description. Should the Board and the Superintendent fail to reach an agreement on the amendment to the job description; the Superintendent will be required to comply with the terms and provisions of the job description pending the Superintendent's right to appeal such a determination by filing a local agency appeal following Board adjudication with the Court of Common Pleas.

B. 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, with the exception of meetings relating to his own employment or performance, and he 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 Superintendent for study, disposition, or recommendation as is appropriate. Nothing in this section shall preclude the Board or its members from responding to members of the community as outlined in Board Policy.

C. 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 should be through the Superintendent, but appropriate protocols for official Board contact and communication with staff will be established by mutual agreement of the Board and Superintendent. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.

D. Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Contract provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services for which he could receive compensation from the District provided that he obtains advance authorization from the Board.

E. The District and Superintendent agree that the performance of his duties 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 Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skill required of the position. The District considers the expenses involved in such activities to be appropriate for reimbursement in accordance with the duly authorized policies of the District Accordingly, expense reimbursement for such activities is hereby approved provided they are in accordance with procedures of District policy.

5. Compensation and Benefits.

A. The Board recognizes the complexity of the position of Superintendent and its importance to the District. Accordingly, the Board agrees to compensate the Superintendent in accordance with the provisions of **Exhibit "B"**, which is attached hereto and incorporated by reference herein.

B. The Superintendent shall be entitled to the benefits as set forth on **Exhibit** "C", which is attached hereto and incorporated by reference herein.

6. Assessment of Performance.

A. The Board shall evaluate, in writing, the performance of Superintendent at least once per year during the term of this Contract. The performance review shall include objective performance standards mutually agreed to in writing by the Board and Superintendent, which may include, but need not be limited to, the following:

(1) achievement of annual measurable objectives established by the District;
(2) achievement on Pennsylvania System of School Assessment (PSSA) tests;
(3) achievement on Keystone Exams;
(4) student growth as measured by the Pennsylvania-Added Assessment System;
(5) attrition rates or graduation rates;
(6) financial management standards;
(7) standards of operational excellence; or
(8) any additional, relevant criteria.

An appropriate performance evaluation instrument that includes the performance standards, performance indicators, and rating structure shall be established by mutual agreement of the Board and Superintendent.

B. In the event the Board determines that the performance of the 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 Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation, unless the Board exercises its right to terminate or suspend the Superintendent in accordance with the School Code. The parties shall have the right to mutually waive a formal performance assessment in any year of the Agreement provided; however, that Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment in not completed.

C. The performance assessment shall be used for the following purposes:
   1. To strengthen the working relationship between the District and Superintendent;
   2. To clarify for Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on Superintendent to fulfill;
   3. and to discuss and establish goals for the ensuing year.

7. Investigations by the Board.

In the event that a School Director believes a formal investigation is required of the Superintendent's conduct or performance, an initial executive session shall be held in accordance with Board Policy to determine if such an investigation is warranted. The Superintendent will not be present at and may not be informed of the initial executive session. In the event that the Board of School Directors determines and directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or Superintendent of the commencement or progress of the same. Notwithstanding the foregoing, should the Board elect to take formal action to suspend or terminate the Superintendent, such actions are required to be undertaken at a public meeting. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Superintendent following the completion of any investigation of his conduct or performance.

8. Discharge or Termination.

A. Mutual Written Agreement of Superintendent and Board. This Contract may be terminated by mutual written agreement of the Superintendent and the Board. There need not be any cause. In such event, the Board may pay Superintendent's salary and provide normal benefits through the effective date of termination and will have no further obligation for salary, benefits, or any other item under this Contract after the effective date of termination.

B. Disability of Superintendent. If Superintendent is unable to perform all of Superintendent's regular duties because of a physical or mental incapacity, for a period of ninety (90) consecutive days or for a period of one hundred twenty (120) days during any one (1) calendar year period, the Superintendent will be considered disabled, and the Board will terminate this Contract by providing written notice to the Superintendent. In such event, prior to termination, Superintendent will be subject to the Board's normal policies concerning the use of sick leave days, vacation days, and personal leave days, and the Board will have no further obligation to compensate Superintendent for salary, benefits, or any other item under this Contract after the effective date of termination.

C. For Cause. The Board may remove Superintendent and terminate this Contract pursuant to the procedures set forth in School Code Section 1080 for cause. For purposes of this Contract, "cause" shall mean the reasons set forth in the School Code Section 1080, the reasons set forth in other applicable law that requires termination of employment, or misstatement of a material fact concerning Superintendent's qualifications in connection with Board's employment of Superintendent. The Board shall not arbitrarily or capriciously call for his dismissal and the Superintendent shall in any event, have the right to written charges, notice of hearing, and a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. Superintendent shall have the right to be represented by counsel at his sole cost and expense. Provided, however, should the Superintendent prevail in any hearing or appeal, the Board shall reimburse his for all legal fees incurred in any action. If the Superintendent has been given notice of charges and of a hearing, the Board reserves the right to suspend the Superintendent, with or without pay, at the discretion of the Board, pending a hearing and final decision. If the Board terminates this Contract for cause, the District will have no further obligation to compensate Superintendent for salary, benefits, or any other item under this Contract after the effective date of termination or any earlier suspension without pay.

D. Resignation. In the event that Superintendent seeks to resign or separate his employment with District for any reason other than death, illness, or disability, Superintendent shall give District at least one hundred eighty (180) days' written notice in advance of the employment severance date. The failure of Superintendent to give such required notice shall cause Superintendent to lose any entitlement to any unused but accrued payments that may be offered pursuant to the fringe benefits describe in Exhibit "C" herein.

E. Death During Employment. If Superintendent shall die during the term of his employment, Board shall pay to the estate of Superintendent the compensation which otherwise would be payable to Superintendent up to the end of the month in which Superintendent's death occurs. Thereafter, except for the Board's agreement to pay any life or disability insurance benefits, which are payable upon the death of Superintendent, through Board-owned or controlled policies required under this Contract to Superintendent's stated beneficiaries, Board shall have no further responsibility hereunder, and this Contract shall terminate automatically.

F. Severance of Agreement. If any issues arise that could be determined by the Board as a basis to terminate this Contract for cause, then the parties may elect, in lieu of litigation, to sever this Contract and to terminate their relationship.

If such termination were to take effect two years or more prior to the end of the current term of this Contract, then the maximum severance compensation payable by the District to the Superintendent shall be limited to the equivalent of one-year's total compensation and benefits due under the Contract, as calculated for the current year of the term.

If such termination were to take effect less than two years prior to end of the current Contract term, then the maximum severance compensation payable by the District to the Superintendent shall be limited to the equivalent of one-half of the total compensation and benefits due under the Contract for the remainder of the current term.

In either instance, the following shall apply:

(1) The PSERS reporting, payments, and credit cannot be extended beyond the severance date;

(2) Health care benefits shall not be extended beyond the end of the month during which severance occurs; and
(3) Any salary shall be paid in a lump sum, as part of a regular payroll, as soon as practicable following the date of severance.

9. Professional Liability.

The Board agrees that it will defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District provided the incident arose while Superintendent 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. This duty of indemnification shall not extend to those actions of the Superintendent beyond the scope of the Contract or the parameters for his established hereunder.

10. Reappointment.

The Board shall provide Superintendent with periodic opportunities to discuss the Superintendent-Board relationships and shall inform him at least annually of any inadequacies perceived by the Board. During the last year of the term of this Contract, the Board shall consider whether it intends to retain Superintendent for another term. At a regular meeting of the Board, occurring in the last year of the contract but no less than ninety (90) days prior to the expiration of the term of the Contract, the agenda shall include an item requiring affirmative action by five or more members of the Board to notify the Superintendent that the Board intends to retain him for a further term, intends to extend the term of this Contract for not more than one additional year, or that other candidates will be considered for the office. In the event that the Board fails to take such action, the Superintendent shall continue in office for an additional term of three to five (3 to 5) years under the same terms and conditions of this Contract in effect during its fourth year. If the Board decides to extend the term of this Contract or to offer another contract to the Superintendent, the Board shall notify him in writing with the details of the offer.

11. Modification.

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Contract shall not be modified except in a writing signed by Superintendent and approved by the Board and executed by an authorized officer of said Board.

12. Obligations.

This Contract shall be binding upon and shall inure to the benefit of the parties, their successors or assigns.

13. Applicable Law and Jurisdiction.

This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Columbia County, Pennsylvania shall have jurisdiction and venue over any disputes arising hereunder.

14. Severability.

If any sentence, clause, section or part of this Contract is, for any reason, found to be unconstitutional, illegal or invalid, then such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Contract.

15. Statutory Reference.

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

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 above written.

ATTEST:

Secretary

ATTEST:

Millville Area School District
Board of Directors – President

WITNESS:

SUPERINTENDENT:

Joseph Rasmus

Exhibit "A"

MILLVILLE AREA SCHOOL DISTRICT
MILLVILLE, PA

TITLE: REPORTS	Superintendent
TO: JOB	Board of Directors
SUMMARY:	Responsible for the overall operation of the school district. Provide leadership in developing and implementing the best possible education system in accordance with School Board policy.

PRIMARY DUTIES AND RESPONSIBILITIES:

1. Serve as chief school administrator and professional advisor concerning all school matters and implement policy and guidelines.

2. Develop and maintain a positive educational environment and program designed to meet the needs of the community and carry out the policies of the School Board.

3. Prepare and submit to the School Board recommendations relative to all matters requiring School Board action. Place before the Board appropriate facts, information, and reports as needed to ensure informed decision making.

4. Inform and advise the School Board about the programs, practices, and problems of the schools, and keep the Board informed of the activities operating under the Board's authority.

5. Lead the administration team and carry out all administrative functions of the school district.

6. Oversee a sound financial school district operation, present the annual budget for consideration, and recommend educational purchasing.

7. Oversee curriculum and staff development, educational program, facilities, etc.

8. Oversee implementation of all school district educational programs.

9. Establish appropriate processes for ensuring student safety and administering student discipline.

10. Provide continual improvement and progress in the school district based on a body of proven research.

11. Oversee the development and implementation of the strategic planning process, as mandated.

12. Develop and implement appropriate methodologies for measuring student achievement, including assessment program and data analyses systems.

13. Complete applications and provide administration of all grants, including Federal Programs.

14. Provide general supervision and direction of all professional and non-professional employees.

15. Develop and implement recruiting, staffing, and induction programs.

16. Oversee maintenance, operations, and use of district facilities.

17. Develop and maintain systems for open and effective communications for all employees.

18. Represent the school district before the public and maintain appropriate public relations with the community in order to keep the public informed about school district educational practices, policies, activities, needs, and successes.

19. Represent the school district in its dealing with other school systems, institutions, agencies, and community organization.

20. Assure district compliance with state and federal laws, as well as rules and regulations as mandated by the Pennsylvania Department of Education.

21, Perform other duties as assigned by the Board of Directors.

QUALIFICATIONS: Proper Pennsylvania administrative certification and letter of eligibility are necessary. Over Ten (10) years of experience in multiple areas of public education necessary, including elementary or secondary school instruction and administrative/supervision. Doctorate degree is preferred. An understanding of applicable state and federal educational laws is necessary. Excellent leadership and communication skills are necessary. The ability to directly supervise approximately 10 employees as well as indirectly supervise the entire district staff. Position requires sitting, standing, walking, moving or driving throughout the district, often for extended periods of the workday. Must possess a valid driver's license. Must be able to perform a variety of duties, be able to make judgments and work under a high level of stress. This position is subject to inside environmental conditions.

TERM OF EMPLOYMENT: As per Contract (3-5 years)

DISCLAIMER: The statements herein are Intended to describe the general nature and level of work being performed by the employee in this position. They are not intended to be construed as an exhaustive list of all responsibilities, duties, and, skills required of a person in this position.

Exhibit "B"

COMPENSATION

Commencing on July 1, 2024, the annual salary of the Superintendent shall be $136,386, which constitutes a base salary for the Superintendent position of $124,480 and $11,907 for performing the curriculum/instruction/assessing data duties.

Commencing on July 1, 2025, the annual salary of the Superintendent shall be $139,114, which constitutes a base salary for the Superintendent position of $126,969 and $12,145 for performing the curriculum/instruction/assessing data duties

Commencing on July 1, 2026, the annual salary of the Superintendent shall be $141,896, which constitutes a base salary for the Superintendent position of $129,509 and $12,388 for performing the curriculum/instruction/assessing data duties

Commencing on July 1, 2027, the annual salary of the Superintendent shall be $144,734, which constitutes a base salary for the Superintendent position of $132,099 and $12,636 for performing the curriculum/instruction/assessing data duties.

Commencing on July 1, 2028, the annual salary of the Superintendent shall be $147,629, which constitutes a base salary for the Superintendent position of $134,741 and $12,888 for performing the curriculum/instruction/assessing data duties.

However, the Board reserves the right not to award all or a portion of the salary increase in a given year if the Superintendent's performance during the prior year was determined to be unsatisfactory.

The District may provide the Superintendent a Merit Pay Bonus in each year of the Agreement based on the Superintendent's performance and evaluation. If the Board agrees to provide the Merit Pay Bonus it shall be a minimum of $500 or to a maximum of $1,500. The Merit Pay bonus shall be paid separately from the Superintendent's annual salary and shall not become part of the Superintendent's annual salary.

The District shall match (dollar for dollar) the amount invested by the Superintendent in a plan selected by the District which qualifies for tax shelter in accordance with IRS regulations. The matching funds shall be limited to a maximum of 3% of the Superintendent's regular salary.

Exhibit "C"

BENEFITS

Section 1: Holidays

a. Fourth of July
b. Labor Day
c. Student Holidays in District Annual Calendar except as required by job description or responsibilities

Section 2: Vacation

a. Vacation time for a Superintendent shall be twenty (20) days. Except in case of emergency, notice to the Board of Directors is required a minimum of two (2) weeks in advance.
b. Any of these days that are not used by June 30th of each year will be converted as follows: A maximum of five (5) days may be paid at the daily rate for that year into the Superintendent's 403B plan or Health Savings Account (HSA) and the remaining days shall automatically be converted into sick days. The Superintendent shall determine the number of days up to the maximum, if any, to be deposited into the 403B plan or HSA. Contributions to the HSA will also be subject to and may not exceed the IRS maximum allowable contribution each year.

LEAVES OF ABSENCE

Section 1: Funeral Leave

The Superintendent who is absent from work in order to attend the funeral of a member of the employee's family shall be granted up to five (5) days of paid leave for immediate family and one (1) day for near relatives as defined in the Pennsylvania School Code as amended.

Section 2: Sabbatical Leave

Superintendent shall be granted paid Sabbatical Leave in accordance with the provisions of the Pennsylvania School Code as amended.

a. The number of Sabbatical Leave granted annually is limited to one of the persons eligible for such Leave of Absence.

b. Insurance and medical benefits will remain in force during a Sabbatical Leave. Such benefits shall continue to be paid by the Board during Sabbatical Leave.

Section 3: Jury Duty Leave

The School Board shall pay to the Superintendent called for Jury Duty their regular daily rate of pay. The amount of pay received for jury duty, exclusive of travel expenses, shall be returned to the District.

Section 4: Sick Days

Sick Days shall be granted at a rate of one (1) per month worked and are cumulative.

Section 5: Personal Days

Superintendent shall be granted five (5) personal days each year. Any of these days that are not used by June 30th of each year will be converted to sick days and accumulated as such. Notice to the Board President is required a minimum of three (3) days in advance except when the personal day is an unforeseen event.

INSURANCE BENEFITS

Section 1: Life Insurance

The Board agrees to pay the premium for the Superintendent of a Group Term Life Insurance Policy, including accidental death and dismemberment benefits, based on two (2) times the employee's annual salary granted to the next highest $1,000, if not an even multiple.

Section 2: Disability Insurance

The Board agrees to pay the premium for the Superintendent of a Disability Insurance Program to provide for coverage at 60% of regular earnings for a maximum of $6,000 per month with an elimination period of ninety (90) days. The maximum duration of the benefit will be to the normal retirement age for Social Security.

If the Superintendent does not qualify for disability insurance, he will be given an amount proportional to the total premiums for the purchase of supplemental insurance.

Section 3: Hospitalization/Medical Insurance

The Board agrees to pay the premium for the Superintendent and his eligible dependents equal to Health/ Medical benefits as provided in the Act 93 Agreement with the Superintendent premium share being 15%.

Section 4: Dental Insurance

The Board agrees to provide dental insurance for the Superintendent and his eligible dependents equal to the Dental Benefits given to and co-premium provisions required of the Act 93 Agreement.

Section 5: Vision Insurance

The Board agrees to pay the premium for the Superintendent and his eligible dependents equal to the Vision Benefits given to and co-premium provisions required of the Act 93 Agreement.

Section 6: Payment in Lieu of Insurance Coverage

The Board agrees to provide for payments to the Superintendent in lieu of insurance coverage under the same terms as the Act 93 Agreement, adjusted to calendar year enrollment periods.

RETIREMENT COMPENSATION

Criteria

All provisions are contingent upon:

a. The Superintendent having accumulated ten (10) years of full-time service in the Millville Area School District.
b. Retirement is a permanent retirement from public education.
c. The Superintendent qualifies to receive PSERS retirement payments within one (I) year of separation.
d. The Superintendent provides at least ninety (90) days' notice of resignation. This criterion will be waived if, in the final year of this contract, a new contract has not been reached at least ninety (90) days prior to expiration.
e. Years of service shall be calculated from the later of the date of employment or qualification under "a" above.

Section 1: Compensation for Sick Leave not Taken

Subject to the above criteria, the retiree will, upon the actual start of receiving benefits from PSERS, receive an amount equal to $75 for each day of District (Millville) accumulated sick leave. Sick days taken will first be charged against those (if any) credited from prior employment. Any sick days remaining from prior employment will not qualify for this provision.

Section 2: Retirement Incentive

Subject to the above criteria, the retiree will, upon actual start of receiving benefits from PSERS, receive $1,000 for each year of service as Superintendent in the District.

Section 3:

Subject to the above criteria, the Millville Area School District will continue family hospitalization, dental, vision insurance for:

a. a period of ten (10) years; or
b. until the retiree is eligible for Medicare coverage or becomes eligible to participate in other employer sponsored medical insurance available without cost to the retiree (whichever comes first).

This excludes any provision for un-reimbursed/uncovered medical expenses. If this provision is found at any time during this contract to be in violation of federal law, the Board will continue insurance for ten (10) years.

CONFERENCE. PROFESSIONAL DUES AND TUITION/COURSE CREDITS

Section 1: Conference

The Superintendent, as approved annually in the district budget, and subject to approval by the Board of Directors, should attend conferences in his respective fields. The Superintendent may attend **either** a state or national conference annually, as budgeted, rotating the type of conference each year.

Section 2: Professional Dues

The District will provide membership for the Superintendent as budgeted in their local, state and national professional organizations as well as other organizational that may relate to their fields. The District reserves the right to limit the number of "other" organizations that require membership fees or dues based on relevance, cost, etc. Superintendent will provide information to the Board with his request prior to joining. Superintendent may join additional organizations at his own expense and without guarantee of reimbursement, should he so desire.

Section 3: Tuition and Course Reimbursement

The District will reimburse or prepay course costs or tuition for post-graduate courses and credits in pursuance of additional certification or for maintaining current certifications for public education. Such courses of study and reimbursement are subject to **pre-approval** of the Board of Directors.

The cost of tuition, which has been reimbursed, will be paid back if the employee leaves the District before completing the following years of service:

Years	Payback
1	100%
2	75%
3	50%

MILEAGE

The Superintendent shall be reimbursed at the IRS rate established each year.

LEGAL AID

The Board agrees to pay for the cost of legal aid for the Superintendent when involved in lawsuits related to the proper discharge of responsibilities connected with his position.

PHONE/DATA REIMBURSEMENT

Should the Superintendent use his personal phone instead of a phone provided by the District, the Board agrees to reimburse the Superintendent at $55 per month for the cost of a cell phone and data plan.