TYRONE AREA SCHOOL DISTRICT

CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 16th day of June, 2020 by and between the Board of School Directors of the Tyrone Area School District with offices located at 701 Clay Avenue, Tyrone, PA 16686 (hereinafter referred to as "District") and **Leslie A Estep** an individual currently residing at [illegible] (hereinafter referred to as "Superintendent").

WHEREAS, the Board of School Directors of the School District, at a regularly scheduled meeting duly and properly called on the 12th day of May did elect and appoint **Leslie A Estep** to the office of Superintendent for the District in accordance with the provisions of Sections 508, 1071 and 1073 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions to writing;

NOW, THEREFORE, the parties, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. **Term.**

The Board, in consideration of the promises herein contained, has employed **Leslie A Estep** and **Leslie A Estep** hereby accepts said employment as Superintendent of Schools of the TYRONE AREA SCHOOL DISTRICT for a term of five years commencing on July 1, 2020 and ending no later than June 30, 2025 . This Agreement shall be effective July 1, 2020.

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

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

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

3. **Professional Certification.**

The Superintendent covenants that she possesses all of the qualifications that are required by law to serve as a Superintendent in the Commonwealth of Pennsylvania and that she will maintain the same throughout the Term of this Contract.

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

A. During the Term of this Agreement the Superintendent agrees to perform the duties of the Superintendent to the best of her abilities in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the School District Job Description as amended by the Board from time to time (see current version as attached and incorporated into this Agreement as *Appendix A*), and the provisions of this contract.

B. The Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

- recommending the employment of all employees and directing and assigning teachers and other employees of the schools under her supervision;
- organizing, supervising, and arranging the administrative and supervisory staff;
- suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;
- recommending annual objectives for the District consistent with the direction and priorities established by the Board;
- administration of policy, operation and management of the schools, and direction of employees of the District, performed and discharged by him/her or by his/her staff under his/her direction;
- establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
- involving the Board no later than the first business meeting in March of each year in the preparation of the annual budget;
- providing the Board with information pertinent to its legislative role;
- preparing and submitting to the Board all matters requiring legal action;

- attending all Board meetings as may be required from time to time; submitting a Superintendent Bulletin (Board Bulletin) at least bi-monthly;

- informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof;

- performing all duties incident to the office of the District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

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. The Superintendent or her designee(s) shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to her 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 recommendation as is appropriate.

During the term of this Agreement, the Superintendent shall be the only administrator hired by the District having a direct line of responsibility and authority from the Board of School Directors. In the absence of the Superintendent, the Director of Curriculum and/or the Business Administrator shall be the only other administrators hired by the District having a direct line of responsibility and authority from the Board of School Directors.

D. The Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. 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.

E. The Superintendent agrees to devote her full time, attention, skills, and labor to her employment as District Superintendent during the term of this Agreement provided, however, that she may undertake, and be compensated for outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services which are allowable under the Public School Code and do not interfere with the Superintendent's obligations pursuant to this Agreement, provided the Board is informed of such activities.

F. The duties of the Superintendent require her 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 skills required of her position. The

School District considers the expenses involved in such activities, including dues in at least three professional associations to be directly related to the Superintendent's duties and shall be paid for by the School District in accordance with School District policies and procedures, and appropriate budgeting.

5. **Compensation**

The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time. Any adjustment in salary made during the life of the Agreement or any extension thereof shall be in the form of an amendment which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new Agreement with the Superintendent, nor that the termination date of this Agreement has been extended. However, the District may, by specified action, extend the termination date of this Agreement if the same is agreeable to the parties and is permitted by law.

In recognition of the complexity of the position of Superintendent and the Board's desire to compensate its Superintendent fairly, the Board agrees that the Superintendent shall be compensated the for the 2020-21 year in the amount of $129,000. On July 1, 2021 and on July 1st of every subsequent year of this Agreement, the Superintendent shall receive an annual increase of 2.75% of her annual salary, provided the Superintendent receives an *overall* rating of at least Proficient. Compensation shall be made in accordance with the District's payroll procedure. Nothing shall preclude the board from making a salary adjustment beyond the minimum based upon performance as agreed to by both parties.

6. **Benefits**

The following fringe benefits shall be provided to the Superintendent for the period beginning July 1, 2020 through and including June 30, 2025.

A. Vacation Leave.
The Superintendent shall receive an annual allotment of four weeks (20 days) vacation per year which may be accumulated and carried two (2) years for a maximum total of 40 accumulated vacation days in addition to current vacation days. If, in the course of performance of the Superintendent's professional duties and obligations related to the operation of the school district, the Superintendent is unable to take all of her annual allotment of days, up to seven (7) days of accumulated vacation time may be paid to the Superintendent at the per diem rate.

B. Contributions.
The Superintendent has the right to make annual contributions to both of the following: the district 403(b) plan; a 457 plan. Annually, the district will match employee contributions of up to 3% of the Superintendent's current salary to one of these plans so long as the total

contribution (employee and District) does not exceed the IRS annual maximum contribution threshold.

C. Holidays.
Twelve (12) holidays per year including: Labor Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; Memorial Day; July 4th; Veteran's Day; Good Friday; and Easter Monday. If any of these days fall on Saturday or Sunday, the preceding Friday or following Monday will be substituted.

D. Personal Days.
Two (2) personal days per fiscal year shall be allocated and may be accumulated up to a total of four (4). Accumulation beyond four (4) days will be rolled into sick days.

E. Sick Leave.
Ten (10) sick days per year shall be allocated and accumulated in accordance with the PA Public School Code of 1949 school code as in effect at the time of this contract. The Superintendent shall be permitted to participate in the Sick Leave Bank.

F. Leave of Absence.
It shall be the policy of the District to grant the Superintendent a leave of absence for reasons deemed appropriate by the District School Board.

G. Sabbatical Leave.
The Superintendent shall be entitled to Sabbatical Leave(s) of Absence as provided under Section 1166 of the Public School Code of 1949, and in accordance with the same policies, regulations, and procedures applicable to "Professional Employees." If, upon expiration of a Sabbatical Leave, the District terminates the Superintendent's employment, the requirement for repayment shall be waived as permitted under Section 1168 of the Public School Code of 1949.

H. Insurance Benefits.
The Superintendent shall receive District provided insurance benefits as follows:

Hospitalization - For the duration of the contract, the Tyrone Area School District shall provide the Employee and eligible covered dependents with Highmark PPO Blue Qualified High Deductible Health Plan at the IRS minimum or equivalent coverage as described in Appendix C. Employee premium share payments for said coverage shall be at the same rate as outlined in the Act 93 agreement in effect at the time of this agreement ratification. The employee shall be responsible to initiate the coverage or to modify the coverage when necessary through the Business Office.

Health Savings Account (HSA)-The District shall contribute to a health savings account the listed amounts according to the Medical coverage selected for the specific year of service. The payments will be made on the first business day that occurs on or after July 1 of each year and shall be made based on the superintendent's level of health care coverage on that date as per the following schedule:

Coverage	2020-25
Individual	$ 1,000
Employee & Dependent(s)	$ 1,500

Dental Insurance - The Tyrone Area School District shall provide full dental insurance premium coverage for employee and family comparable to United Concordia, Concordia Flex Plan.

Vision Insurance -The Tyrone Area School District shall provide full vision insurance coverage for the employee comparable to the Davis Vision program #4727. Employees shall have the option of purchasing additional dependent coverage.

Life Insurance - A term life insurance policy with an accidental death and dismemberment rider in the amount of $80,000 shall be provided with full premium to be paid by the school district. The Superintendent shall be notified if the carrier is changed during the term of this contract.

Long-Term Disability –
Insurance will be provided for the superintendent. The plan is as follows:

- This insurance will be provided through a PASBO affiliated or recognized insurance company.
- The benefit schedule includes 60% of the monthly salary to a maximum of $6,500.
- The elimination period shall be the greater of 30 consecutive days or the exhaustion of district provided accumulated sick pay. The benefit duration is a minimum of 12 months up to Social Security Normal Retirement Age.

Accidental Death and Dismemberment Insurance
The District shall pay for the enrollment of the Superintendent in the PSBA Insurance Trust Business Travel Accident coverage & 24 -hour AD & D coverage on an annual basis.

I. Expense Reimbursement.
The District shall reimburse the Superintendent for all actual and necessary travel and other expenses, i.e. mileage, lodging, meals, tolls, required in the performance of her official duties in accordance with District policies and procedures.

J. Tuition Reimbursement.
Superintendent shall be reimbursed 100% of the actual cost per credit completed. Reimbursement for courses shall be limited to twelve (12) credits per year, except if the

Superintendent is on approved leave for professional development pursuant to 24 PS 1166.1. Payment shall be made on the basis of an official transcript with a grade of "B" or better as evidence of satisfactory completion of the course and proof of amount paid (canceled check, credit card receipt, or billing statement from the institution showing the amount paid) submitted to the Business Office.

K. Unused Sick Leave.
The Superintendent shall receive severance pay, upon retirement only, for accumulated but unused sick leave days. Unused sick days shall be paid out at the current per diem rate up to 100 days. The Superintendent must maintain district employment for a period of no less than 5 years for this provision of this agreement to apply. Retirement for purposes of this agreement is the immediate filing or vesting of PSERS benefits.

L. Separation from Service.
Upon retirement, the Superintendent has the option to be paid the per diem rate for accumulated vacation days to a maximum of forty (40) days in lieu of taking vacation days, in addition to remaining current days. If the Superintendent separates from the District, she will receive per diem payment for unused vacation days to a maximum of forty (40) days.

7. 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 Superintendent in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while Superintendent was acting, or reasonably believed she was acting, within the scope of her employment. If, in good faith opinion of the Superintendent, conflict exists in regard to the legal position of the Superintendent and the legal position of the District/Board, the Superintendent may engage in separate counsel in which event the District shall continue to indemnify and hold harmless the Superintendent for the reasonable and actual costs of legal defense to the extent permitted by law. The obligations of this provision shall survive the termination of the Agreement.

8. Assessment of Performance.

A. The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this Agreement, no later than May 31 of each year, unless the parties mutually agree in writing on another date for the annual performance assessment. The annual performance assessment shall be conducted in an executive session limited to the Board of School Directors and the Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the Superintendent shall be utilized for the annual performance assessment. Provided, however, that any performance assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. Each judgement by the Board shall be supported by rational and

objective evidence. In the event the Board consensus 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 the Superintendent. The Superintendent shall have the right to make a written response to the evaluation.

The Board's evaluation and Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state and federal law. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement provided; however, that Superintendent's performance shall be deemed satisfactory and the Superintendent shall not be subject to discipline, discharge, or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Agreement.

B. The performance assessment shall be used for the various purposes, including but not limited
to the following:

- to strengthen the working relationship between the District and Superintendent and to clarify for Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on Superintendent to fulfill;

- to discuss and establish goals for the ensuing year; and

- to establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

C. Performance Expectations, Including Objective Performance Standards: The performance of the Superintendent shall be assessed, in part, against objective performance standards which have been mutually agreed upon by the Board and the Superintendent. The District shall post the mutually agreed upon objective performance standards on the District website and shall also annually post whether the Superintendent met the agreed upon objective performance standards. No other information regarding the 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 Superintendent hereby mutually agree to the performance evaluation tool which is attached hereto as *Appendix B* and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1 of each year of this Agreement, unless another date is mutually agreed upon by the Board and Superintendent.

9. Reappointment.

The Board shall provide Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform her at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the Agreement of the Superintendent for another term, the District shall notify Superintendent in writing by certified mail, no later than ninety days (90) prior to the expiration of this Agreement, of the Board of School Director's intent not to reappoint her. Should Superintendent not be so notified, she shall be reappointed at the next regular business Board meeting for a term of one year, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the District and Superintendent. Renewals or reappointments shall be governed by Section 1073 of the Pennsylvania School Code.

10. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be (a) notified of the occurrence and purpose of such investigation; (b) granted access to all documents or reports generated by such an investigation; and (c) 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.

11. Termination.

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

A. The Superintendent shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the Superintendent's dismissal and the 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 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 Superintendent. The Superintendent shall have the right to be represented by counsel at her sole cost and expense. Provided, however, if the charges against the Superintendent are not sustained and/or should the Superintendent prevail in any hearing or appeal, the Board shall reimburse the Superintendent for all legal fees and expenses incurred by the Superintendent in the proceedings.

In the event that the Board of School Directors/District or Superintendent breaches the covenants contained in this Agreement or there is any dispute between the parties, including dismissal of the Superintendent, all such disputes or claims shall first be submitted to mediation

and if mediation does not resolve the dispute or claims, the parties shall submit the same to binding arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association. The Superintendent and the Board of School Directors, by agreeing to submit disputes to binding arbitration, waive the right to insist upon a hearing before the Board of School Directors as is provided for in the Public School Code of 1949.

In the event the Board of School Directors elects to terminate the Superintendent for any reason set forth in the Public School Code of 1949, no public resolution or disclosure announcing or commencing discharge proceedings shall be made. The commencement of any discharge proceedings against the Superintendent shall be made in accordance with the Pennsylvania Public School Code and shall be initiated by providing the Superintendent notice of the discharge. Either party at any time can request arbitration instead, with mutual consent of both parties. Such arbitration proceeding shall be private and not disclosed or opened to the public by the Superintendent or the Board. If the Superintendent is found innocent of charges made, the District shall assume responsibility for payment of reasonable costs and attorney fees incurred by the Superintendent in her defense.

B. This agreement may be unilaterally terminated without penalty by the resignation of the Superintendent at any time provided the Superintendent gives the Board at least ninety (90) days written notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement and additional applicable post-employment and post-retirement benefits provided for in the Agreement and any additional amount mutually agreed upon by the Board and Superintendent.

C. This Agreement may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement and any additional applicable post-employment and post-retirement benefits provided for in the Agreement and any additional amount mutually agreed upon by the Board and Superintendent.

D. This Agreement shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits (including, but not limited to insurance premiums and coverages and payment for unused leave) the Superintendent earned, accrued and/or is entitled to under this Agreement through the date of the Superintendent's death.

E. In the event of an administrative position (Principal, Assistant Principal, Director of Curriculum or any other position for which the Superintendent is certificated) vacancy in the District, the Superintendent shall retain the right to transfer from the present Superintendent position to the vacant position. The transfer shall be completed following the successful search

and hiring of a new Superintendent for the District. Likewise, the District retains the right to transfer the Superintendent to an open administrative position (Principal, Assistant Principal, Director of Curriculum or any other position for which the Superintendent is certificated) with the mutual consent of the Superintendent. In the event of a transfer to the position of Principal or Curriculum Director, the annual salary shall be adjusted to the 2020-21 salary for the Director of Curriculum, with credit for annual increases according to the act 93 agreement from the year 2020-21 to the present. In the event of transfer to any other position for which the Superintendent is certified the salary shall be negotiated at that time between the board and the transferring Superintendent.

12. Modification.
This Agreement shall not be amended, changed, or modified except in a writing approved of and signed by the Superintendent and approved of by the Board and signed by a duly authorized officer(s) of said Board.

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

14. Obligations.
This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors or assigns. The Agreement shall be binding upon and shall inure to the benefit of the Superintendent and, to the extent applicable, her personal representatives and heirs.

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

16. Applicable Law.
This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

ATTEST

William D. Lash, Board Vice President

John E. Clark, Board Secretary

Date 6/16/2020

SIGNATOR

Rose A. Black, Board President

Leslie A. Estep, Superintendent

Date 6-16-2020