CARLYNTON SCHOOL DISTRICT

SUPERINTENDENT' S CONTRACT

THIS AGREEMENT, made and entered into this 21ST day of MAY, 2024, by and between the **BOARD OF SCHOOL DIRECTORS OF THE CARLYNTON SCHOOL DISTRICT** (hereinafter referred to as "School District"),

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DR. JOHN W. KREIDER, (hereinafter referred to as "Superintendent").

PREAMBLE

WHEREAS, the Board of School Directors of Carlynton School District at a meeting of said Board duly and properly called on the 21ST day of MAY, 2024, did elect and appoint Dr. John W Kreider 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 (24P.S. §1-101 et. seq.); 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 as follows:

ARTICLE I. TERM

1.0 Term. The School District does hereby elect and appoint Dr. John W. Kreider to the position of Superintendent of Schools of the Carlynton School District for a term commencing on July 1, 2024 and terminating immediately on June 30, 2029 upon expiration of their term unless this contract is allowed to renew under Section 1073(b) of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §10-1073(b)).

1.1 Renewal or Extension. Any renewal or extension of the Superintendent's term beyond the term of this Agreement shall be made pursuant to the provisions contained in the Pennsylvania Public School Code of 1949, as amended.

1.2 Termination by Superintendent. This Agreement may be terminated by the Superintendent prior to its effective termination date by the Superintendent submitting a written resignation to the School Board at least ninety (90) calendar days prior to the effective date of the resignation.

1.3 Termination for Cause. The School District shall have the right to terminate this agreement and dismiss the Superintendent for any of the causes set forth in Section 1080 of the Pennsylvania Public School Code of 1949, as amended (24 P.S.§ 10-1080). The Superintendent understands and agrees that if it is discovered that any information provided by the Superintendent in the application and/or interview process should either be determined as false, such conduct will be considered as proper cause for termination of this Agreement by the School District pursuant to Section 1080 of the Pennsylvania Public School Code as amended (24 P.S.§ 10-1080).

1.4 Mutual Termination. In the event the Superintendent's contract is terminated by mutual consent prior to its effective termination date or pursuant to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent,

except as may be agreed upon by both parties.

1.5 Contract Year. All references in this Agreement to "contract year" shall mean the period of time from July 1 to the following June 30.

ARTICLE II. DUTIES

2.0 Legal Qualifications. The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement 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. He further agrees to subscribe to and take the proper oath of office before entering upon his duties.

2.1 Chief School Administrator. During the term of this Agreement, the Superintendent shall serve as the Chief Administrator of the School District, and perform the duties of a District Superintendent in a competent and professional manner, devoting his time, skill, labor and attention to his employment duties during the term of this Agreement.

A. Within the School District's administrative organization, the Superintendent shall be the only administrator appointed or hired by the School District having a direct line of responsibility and authority, or chain of command, from and to the School Board. All other present or future administrative positions shall report directly to the Superintendent, or by utilizing the chain of command. Nothing contained herein, however, shall preclude any administrator from communicating or having contact with the School Board, nor preclude the School Board from appointing an acting or substitute Superintendent pursuant to § 1079 of Pennsylvania Public School Code of 1949, as

amended.

B. The 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 shall have the right to attend all School Board meetings. The Superintendent must attend all regular and special meetings of the School Board, and may attend all subcommittee meetings unless excused. The Superintendent shall not have the right to attend executive sessions wherein any matter concerning the Superintendent's employment is discussed; if any such right exists, the Superintendent hereby expressly and knowingly waives same.

C. If written materials are furnished to the School Board, the Superintendent shall likewise receive a copy of same.

2.2 General. The Superintendent shall, subject to the supervision and authority of the School Board and its successors, perform those duties as set forth in the Pennsylvania Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, 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 laws of the Commonwealth of Pennsylvania. The Parties hereby agree that the Superintendent's duties and privileges shall include those placed upon him by operation of law and by action of the Board of School Directors.

2.3 Administration of Schools. The administration of school policy, the operation and management of the schools, and the direction of employees shall be through the Superintendent, but under the direction of the Board of School Directors. The administration of instruction and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The Superintendent hereby acknowledges that any recommended reorganization of

administrative and supervisory staff would be subject to the approval of the Board of School Directors.

2.4 Organizational Responsibility. The Parties agree that the Superintendent shall be responsible for the total day-to-day administration of the School District subject to officially adopted policies of the School Board.

2.5 Specific Duties. The Superintendent's responsibilities shall include, but not be limited to the following:

A. Professional and Support Staff. Recommending the employment, assignment, transfer, promotion, organization, reorganization, reduction, demotion or termination of all employees and directing and assigning teachers and other employees of the schools;

B. Supervisory Staff. Recommending the employment, assignment, transfer, promotion, organization, reorganization, reduction, demotion or termination of the administrative and supervisory staff (including Central Administration and School Building Administration.)

C. Recommending regulations, rules and procedures deemed necessary for the efficient and proper operation of the District;

D. Setting yearly objectives for the District consistent with the direction and priorities established by the Board;

E. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with District policies and Commonwealth statutes to assist the board in fulfilling their legislative roles;

F. The Board will encourage professional growth of the Superintendent. Therefore, the Superintendent may attend one (1) state, one (1) national and local professional

meetings or seminars, as consistent with section 5.8 of this contract.

G. Preparing and submitting to the Board all matters requiring legal action;

H. Informing the Board as to the operation of the school system and making recommendations for more efficient operation thereof; and

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

2.6 Problem Solving. Criticisms, complaints and suggestions called to the attention of the School Board will be referred to the Superintendent by the School Board for study, report and recommendation to the School Board. Problems that are referred to the Superintendent, which would routinely be solved by the Superintendent, shall be so resolved in accordance with School District policy.

2.7 School Board Powers. Nothing in this Article II shall preclude or be deemed to limit the right of School Board Directors to exercise their responsibilities in the areas of monitoring school district operations, conducting oversight activities, visiting schools, or any other activities as set forth in Board Policy or the Pennsylvania School Code of 1949, as amended. The School Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of Pennsylvania.

2.8 Work Year. The Superintendent shall be a twelve (12) month Administrator with a minimum of 260 work days. The Superintendent will be granted the same paid holidays which are from time to time accorded other twelve-month Administrators who are members of the Administrative Compensation Plan. The per diem rate, used in this contract and in other ways

relevant to the Superintendent, shall be base annual salary divided by the 260-day work year.

2.9 Office Hours. The School Board agrees to allow the Superintendent to flex his office hours to accommodate evening, day-time and weekend meetings. The Superintendent agrees to keep his secretary informed of his whereabouts.

ARTICLE III. PERFORMANCE ASSESSMENTS

3.1 Superintendent Evaluation and Objective Performance Standards

A. The Board shall evaluate the Superintendent annually, in accordance with Pennsylvania law and in accordance with all applicable statutes, regulations and Board policy relating to the Superintendent evaluation. The evaluation instrument will be developed by the Board in consultation with the Superintendent. Each annual evaluation shall be in writing and will take place no later than September 30 following the conclusion of the contract year, using a mutually agreed upon method as a basis for the evaluation, provided that any assessment system selected shall require the Board of School Directors to reach consensus on the Superintendent's performance in every area of the evaluation rather than averaging the feedback of the individual members of the Board. Any adjustment in salary resulting from the annual evaluation as set forth in the "Salary" provision herein below, shall be retroactively implemented to July 1 of the then current contract year. In the event the Board consensus determines that the Superintendent's performance is unsatisfactory in any respect, it shall describe in writing the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The date of the assessment and whether or not the Superintendent has met the agreed upon objective performance

standards will be posted on the District's website.

B. The performance of the District Superintendent shall be assessed by the Board against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to following performance standards:

Student Growth and Achievement: Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. These data sources include but are not limited to PDE-required assessments such as PSSA, PVAAS, Keystone Exams and other locally determined measures.

Organizational Leadership: Superintendent works collaboratively with the Board to develop a vision for the District, displays ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized and works to influence the climate and culture of the District.

District Operations and Financial Management: Superintendent manages effectively, working with business manager to ensure the completion of the annual budget, overseeing distribution of resources in support of District priorities, and directing overall operational activities within the District.

Communication and Community Relations: Superintendent communicates with and effectively engages the staff, Board, and community members on matters of importance for the operation of the District, District goals and priorities, and local and broader issues affecting the District.

Human Resource Management: Superintendent incorporates best practices for human

resource management and oversight, staffing, and recruitment.

Professionalism: Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the Carlynton community. Superintendent participates in professional development activities to improve his effectiveness within the role.

C. The key indicators under each performance objective will be reviewed and may be modified annually by a mutual agreement between the Superintendent and the Board to address changing needs and challenges of the District.

D. The performance assessment shall be used for the following purposes: To strengthen the working relationship between the Board and the Superintendent, to clarify the expectations of the Superintendent, to establish performance goals, and to establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

ARTICLE IV. COMPENSATION

4.0 Salary. The Superintendent's salary shall be $190,000 per annum commencing July 1, 2024 through June 30, 2025.

4.1 Salary Adjustments.

A. Beginning July 1, 2025, the Superintendent shall be entitled to annual increases to his salary of 3% per annum provided that the Superintendent receives a minimum rating of satisfactory on his annual performance assessment. The School District may not reduce the Superintendent's annual salary during the term of this Agreement.

B. The School District reserves the right to make any additional compensation in the form

of a performance bonus that does not add to the Superintendent's salary calculation.

C. Any salary increase will be determined independent of previous increases and will be based on the Superintendent's performance and other factors deemed relevant by the School District.

4.2 Resignation and Early Severance Options. The Superintendent may resign during the term of this Agreement, only if the Superintendent submits his request in writing ninety (90) days prior to said resignation. In the event that the Superintendent resigns his employment with the School District prior to the expiration of his term for any reason and the Board's acceptance of the resignation includes a negotiated severance that is mutually arrived at, such severance shall not exceed the following:

A. If two years or more remain prior to the end of the contract term, the severance package would be equal to twelve months' compensation and benefits.

B. If less than two years remains prior to the end of the Agreement, Superintendent will be paid one half of the total compensation and benefits due under the remaining term of the contract.

ARTICLE V. FRINGE BENEFITS

5.0 General Provision. Unless otherwise specified herein, the Superintendent shall be entitled to those benefits set forth in the Fringe Benefits section of the Carlynton School District Act 93 Administrative Compensation Plan that is current and in effect during the term of this Agreement.

5.1 Vacation. The Superintendent shall be provided twenty-five (25) vacation days each contract year to be used during that contract year.

A. There shall be no accumulation or carryover of vacation days.

B. Upon request to the School District, the Superintendent may allocate up to five (5) vacation days at his per diem rate to offset his contributions to healthcare. This request must be made prior to July 2 of each school year.

C. Upon a request made to the School District, the Superintendent shall be paid his per diem rate for up to ten (10) vacation days for that contract year.

D. All other unused vacation days at the end of the contract year will be converted to sick leave days.

5.2 Professional Association Memberships. The School District shall pay the annual dues for the Superintendent's membership in the Pennsylvania School Boards Association (PSBA); the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA); and Phi Delta Kappa (The Professional Educators Association).

5.3 Sick Leave.

A. The Superintendent shall be entitled to twelve (12) days of sick leave for each contract year. Sick leave days may be accumulated and carried over to be used in subsequent contract years. In addition, the Superintendent may carry over up to thirty (30) additional sick days earned and accumulated from his previous employment.

B. The Superintendent shall be paid twenty percent (20%) of his current per diem rate, unless otherwise provided for in the School Code, for each unused sick leave day earned in the School District, including up to thirty (30) unused sick days accumulated and carried over from his previous employment. The Superintendent shall not be paid for any unused sick days if he does not retire from the School District as superannuated

under the Pennsylvania Public School Employee's Retirement System (PSERS).

5.4 **Medical, Dental, Vision and Disability Insurance.** During the term of this Agreement, the Superintendent shall receive the standard insurance benefits as provided through the Allegheny County School Health Insurance Consortium, including health/ major medical and prescription insurance. Dental, vision and disability will also be provided consistent with the Carlynton School District Act 93 Administrative Compensation Plan. The Superintendent shall be subject to any provisions of the health insurance coverage, including contributions to premiums and withdrawal from the insurance program, as set forth in the Collective Bargaining Agreement with the Carlynton Federation of Teachers Professional Employees Bargaining Unit.

5.5 5.4 A: If the Superintendent retires from the District as superannuated, the District shall provide individual and spouse health insurance coverage until the superintendent reaches the age of sixty-five (65) following the contribution plan outlined in 5.4.

5.5 **Term Life Insurance.** The School District will provide the Superintendent with Term Life insurance coverage up to a maximum of one (1) times his base salary. Optional life insurance may be purchased and paid for by the Superintendent consistent with the insurance carrier's regulations provided such additional insurance is at no cost to the School District.

5.6 **Mileage Reimbursement.** The Superintendent shall be reimbursed for the use of his private vehicle for school purposes at the rate then applicable under the regulations of the Internal Revenue Service of the United States. He shall not be reimbursed for the mileage incurred going to work from his place of residence or going to his residence from work.

5.7 **Professional Liability.** The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless and indemnify Superintendent from any and all

demands, claims, suits, actions and legal proceedings brought against the Superintendent by third parties in his official capacity as an employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment.

The District shall provide liability and professional errors and omissions coverage for the District Superintendent for all third-party claims arising from the lawful carrying out of his duties for the District. Such coverage shall be in amounts at least sufficient to fulfill the requirements of the Pennsylvania Political Subdivision Tort Claims Act in accordance with 42 Pa. C.S. 8547, in any situation where legal counsel provided by the local agency determines that the interests of the Board and the Superintendent conflict, the local agency shall obtain the express written consent of the employee for such interested representation or shall supply independent representation.

In no case will individual Board members be considered personally liable for indemnifying the Superintendent against any demands, claims, suits, actions and legal proceedings. Nothing in this paragraph shall require the District to indemnify the Superintendent for liability or legal defense arising out of criminal acts.

5.8 Attendance at Conferences.

A. The Superintendent shall be permitted, with Board approval, to attend one (1) annual conference outside of the Commonwealth of Pennsylvania. The Superintendent may attend either the annual meeting of the American Association of School Administrators (AASA) or the annual meeting of the National School Boards Association (NSBA). The payment of expenses for the trip shall be in accordance with policies in the School District. The Superintendent shall also be permitted to attend meetings of benefit to the School District including meetings of the Allegheny Intermediate Unit (AIU), the Pennsylvania School Boards Association (PSBA) and

the Pennsylvania Association of School Administrators (PASA). Reimbursement for said meetings shall be in accordance with the policies of the School District.

B. The Superintendent may attend additional conferences, seminars, or classes if approved by the School District.

ARTICLE VI. MISCELLANEOUS

6.0 Severability Clause. Should any term, condition, clause or provision of this Agreement 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 Agreement and in all other respects this Agreement 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 agreement if not affected by the deleted term, condition, clause or provision.

6.1 Statutory Reference. All references to the Pennsylvania Public School Code of 1949 contained herein shall also refer to any amendment or recodification of such Law.

6.2 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

6.3 Inurement. This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

6.4 Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. Failure to follow any provision of this Agreement shall not constitute a waiver of that

provision in the future.

6.5 Modification. Any modification to this Agreement must be by mutual Agreement of the parties and evidenced in writing.

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

ATTEST:

CARLYNTON SCHOOL DISTRICT

Board Secretary

By _____
President of the Board

WITNESS:

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Dr. John W. Kreider