

**CARLYNTON SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT**

THIS CONTRACT is made and entered this 21st day of May, 2024 by and between the Board of School Directors of the Carlynton School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Dr. Jeffrey M. Taylor (hereinafter referred to as "Assistant Superintendent" or "Dr. Taylor"). The Board and Assistant Superintendent may be separately referred to as a "party" and may be collectively referred to as the "parties."

WHEREAS, the Board of School Directors at a meeting duly and properly called on the 21st day of May, 2024, upon the nomination of the District Superintendent, did appoint and elect Dr. Taylor to the office of Assistant Superintendent for the Carlynton School District in accordance with the provisions of Sections 508, 1071, 1073, 1073.1, 1076, and 1077 of the Commonwealth of Pennsylvania's Public School Code of 1949 (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed upon certain terms and conditions of employment in accordance with the Public School Code 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 District has employed Dr. Taylor and Dr. Taylor hereby accepts said employment as Assistant Superintendent of the Carlynton School District for a term of five years commencing on July 1, 2024 and ending on June 30, 2029 ("Term").

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 renewed automatically in accordance with Section 1077(b) of the Public School Code or this Contract.

2. Professional Qualifications.

The Assistant Superintendent represents that he possesses all of the qualifications that are required by law to serve as Assistant Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. Assistant Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

3. Duties and Responsibilities.

- A. The Assistant Superintendent agrees to serve as the Assistant Superintendent for the Board of School Directors, and to perform to the best of his ability the duties of the Assistant Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of Assistant Superintendent, and the provisions of this Contract.
- B. The Assistant Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the Assistant Superintendent's own employment, and shall serve as advisor to the Board and its committees in related matters affecting the District.
- C. The Assistant Superintendent is responsible for providing strategic direction and oversight of the district's educational programs in conjunction with the District Superintendent. The Assistant Superintendent will lead the development, implementation, and evaluation of curriculum, instructional practices, and assessment strategies to ensure high-quality and equitable education for all students. The Assistant Superintendent supervises Principals, the Director of Special Education and Pupil Services and the District Psychologist. Additionally, the Assistant Superintendent will be responsible for overseeing the reporting of all PIMS reports and ensuring compliance with managing District and state assessments.
- D. The Assistant Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as Assistant Superintendent during the Term of this Contract provided, however, that he may undertake and be compensated for outside work including consultative work, speaking engagements, writing, lecturing, adjunct teaching, and other professional services which do not interfere with the performance of his duties as the Assistant Superintendent under this Contract, provided that the Board approves of such outside work and it is allowable by law. In the event the Assistant Superintendent is engaged in outside work during the normal school workday, the Assistant Superintendent shall use his personal or vacation leave for such activities. The Assistant Superintendent shall not use any District resources, including but not limited to secretarial support, technology, supplies, etc., in connection with such outside work.
- E. The District recognizes the need for the Assistant Superintendent to flex his office hours to accommodate evening, daytime, and weekend meetings and District activities as necessary.

- F. The duties of the Assistant Superintendent 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 Assistant Superintendent's attendance at such meetings, conferences, seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. For events requiring the absence from work, or compensation for travel, meals or lodging, the Assistant Superintendent must follow the established procedures for requesting attendance at such events.
- G. The District shall make no agreement with any other employee group or individual that would interfere with the Assistant Superintendent's carrying out his duties and responsibilities under this Contract and general duties as defined in the job description for the position of Assistant Superintendent.

4. Compensation – Salary and Benefits

- A. **Salary.** In recognition of the complexity of the position of Assistant Superintendent and the Board's desire to compensate its Assistant Superintendent fairly, the Board of School Directors and the Assistant Superintendent agree to the following:

(1) Effective on July 1, 2024, the District shall pay the Assistant Superintendent an annual salary in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

(2) On July 1, 2025 and on July 1st of every subsequent year of this Contract, the Assistant Superintendent shall receive a minimum increase added to his annual salary in an amount equal to at least three percent (3.0%) of his then-current annual salary, with the precise amount of the increase established by the Board each year, in its sole discretion. Each increase shall be added to and become part of his annual salary. These salary increases shall be applied unless the Assistant Superintendent's performance is rated as "needs improvement" or "unsatisfactory" on his annual performance assessment for the prior school year, in accordance with the provisions of this Contract. For a rating of "needs improvement", the annual increase may be up to one (1%) percent of his then current annual salary, with the precise amount of the increase established by the Board each year, at its sole discretion. In the case of an "unsatisfactory" in any year, the Assistant Superintendent shall receive no increase.

(3) In addition, effective July 1, 2024 and July 1st of every subsequent year of this Contract, the Assistant Superintendent may receive an additional merit bonus, at the sole discretion of the Board.

(4) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and Assistant Superintendent.

(5) The Board hereby retains the right to increase the salary of the Assistant Superintendent at any time during the Term of this Contract. However, the Board shall not decrease the Assistant Superintendent's salary at any time during the Term of this Contract, or through any amendment, renewal, or extension of this Contract, unless agreed to in writing by the Assistant Superintendent.

(6) The District in so annually adjusting the Assistant Superintendent's salary shall not be considered to have entered into a new Contract with the Assistant Superintendent or to have extended the termination date of this Contract.

- B. **Benefits.** In addition to the annual salary set forth herein, the Assistant Superintendent shall receive and the District shall provide and pay for the following benefits:

(1) VACATION LEAVE AND HOLIDAYS

The Assistant Superintendent shall receive twenty-five (25) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2024 and on July 1st of each subsequent year of this Contract.

On June 30th of each year of this Contract, the Assistant Superintendent's vacation leave shall be adjusted as follows:

- (a) The District shall pay the Assistant Superintendent his then-current per diem rate for each day of unused vacation leave up to a maximum of ten (10) days ("per diem rate" as the term is used throughout this Contract shall be calculated by dividing the Assistant Superintendent's then-current gross annual salary by 260);
- (b) The Assistant Superintendent shall carryover additional days of unused vacation leave, if any, provided that the carried over days are used by September 1. Upon request to the School District, the Assistant 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; and

- (c) Additional days of unused vacation leave, if any, in excess of that paid out to the Assistant Superintendent or carried over into the new fiscal year and not used by September 1 in accordance with this provision shall be converted to and credited to the Assistant Superintendent's accumulated sick leave.

The District shall pay the Assistant Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, at which time the District shall pay the Assistant Superintendent (or his spouse or estate in the event of his death) his then-current per diem rate for each day of unused vacation leave.

In addition, the Assistant Superintendent shall receive, with full pay, all holidays available to twelve-month administrative employees covered under the District's Act 93 Evaluation and Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) and all holidays available to administrators through individual employment contracts.

(2) SICK LEAVE

The Assistant Superintendent shall carry forward in this Contract and be credited on July 1, 2024 for twenty-five (25) days of unused sick leave accrued during his employment with the Norwin School District.

In addition, the Assistant Superintendent shall receive twelve (12) working days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2024 and on July 1st of each subsequent year of this Contract. Unused sick leave shall accumulate from year to year without limit.

If the Assistant Superintendent retires through superannuation either during or upon the termination of this Contract, the District shall pay the Assistant Superintendent for his unused days of sick leave accrued during his employment with the District (including but not limited to any remaining days of sick leave transferred from his previous employment, and such unused vacation leave and unused personal leave, if any, converted to and credited to the Assistant Superintendent as sick leave), at which time the District shall pay the Assistant Superintendent twenty percent (20%) of his then-current per diem rate for each day of unused sick leave.

The Assistant Superintendent may use his days of sick leave to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" paragraph of this Contract. Sick leave used for members of the Assistant Superintendent's "immediate family" will be

deducted from his allocated sick leave in the same manner as those used for the Assistant Superintendent's own illness.

(3) PERSONAL/EMERGENCY LEAVE

The Assistant Superintendent shall receive four (4) days of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2024 and on July 1st of each subsequent year of this Contract.

Unused days of personal leave shall accrue from year to year, subject to the following:

- (a) The maximum number of personal days that may accrue and be carried over year to year shall not exceed a total of six (6) days; and
- (b) Any additional unused personal leave accrued as of June 30th of each year of this Contract in excess of the six (6) days referenced above shall be converted to and credited to the Assistant Superintendent's days of sick leave.

In addition, at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, any unused personal days shall be converted and credited to the Assistant Superintendent as sick leave.

(4) BEREAVEMENT LEAVE

The Assistant Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of a death in Assistant Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, stepparent, grandchild, near relative residing in the same household or any person with whom the Assistant Superintendent lives at the time of said death. The Assistant Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as grandparent, aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The Board in its discretion may extend the periods of bereavement leave as exigencies of the situation may warrant. The Assistant Superintendent may use additional days of sick leave or personal leave for bereavement, in his sole discretion.

(5) JURY DUTY AND COURT APPEARANCES

The Assistant Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty, court and other judicial and administrative appearances for any proceeding in which he is subpoenaed to appear.

(6) MEDICAL INSURANCE BENEFITS

- A. The District shall provide the Assistant Superintendent with medical insurance benefits (including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental benefits) for himself, his spouse and eligible dependents, the same as those medical insurance benefits provided to District administrators under the Act 93 Evaluation and Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) or to any District employee, including contributions to a Health Savings Account (HSA) or Health Reimbursement Arrangement (HRA), if applicable. The Assistant Superintendent shall have the right, at his sole discretion, to select his medical insurance benefits from the plans offered by the District to any District administrator.
- B. Retirement and Termination Health and Medical Insurance. Upon the Assistant Superintendent's superannuation retirement, the District shall provide medical insurance benefits (including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental benefits) to the Assistant Superintendent, his spouse, and eligible dependents until the Assistant Superintendent is eligible for Medicare. Such medical insurance benefits shall be the same as those provided by the District to its then-current administrators under the District's Act 93 Evaluation and Compensation Plan. The District's obligations under this provision shall survive the termination of this Contract and Dr. Taylor's employment. The Assistant Superintendent will be responsible for the co-sharing of premium payment in effect at the time of retirement/termination.

(7) LIFE INSURANCE

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy in an amount equal to the Assistant Superintendent's annual salary. The Assistant Superintendent shall have the sole right to determine the beneficiary of such policy.

(8) LIABILITY INSURANCE

The District shall provide the Assistant Superintendent with Comprehensive Catastrophic Liability Insurance and Errors and Omissions Liability Insurance in an amount no less than the District

coverage for Board members and other administrators in existence at the time of approval of this Contract and as may be increased through the Term of this Contract.

(9) DISABILITY INSURANCE (INCOME PROTECTION)

Upon employment, the District shall provide for the benefit of the Assistant Superintendent and pay one hundred percent (100%) of the premium costs of a long-term disability insurance plan (income protection) consistent with the Carlynton School District Act 93 Administrative Compensation Plan.

(10) CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT

The District shall pay the full cost for all professional development courses and continuing education courses taken by the Assistant Superintendent during this Contract provided that such courses are approved in advance by the Board.

(11) EXPENSE AND MILEAGE REIMBURSEMENT

The District shall fully reimburse the Assistant Superintendent for all reasonable expenses incurred by the Assistant Superintendent in the discharge of his duties, upon proper documentation. The District shall also reimburse the Assistant Superintendent for mileage associated with use of his private vehicle in the performance of Assistant Superintendent's duties, which said reimbursement shall be based on the then-current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Such mileage reimbursement costs shall be approved by the Board in accordance with Board policy and procedures and shall not include travel between the Assistant Superintendent's home and place of work.

(12) TECHNOLOGY, COMPUTER AND CELL PHONE

The District shall pay for and provide the Assistant Superintendent with a laptop and/or desktop computer; cellular smart phone with related data, unlimited talking/texting; iPad or Chromebook. The Assistant Superintendent agrees to use such technologies primarily for District purposes. However, due to the nature of the Assistant Superintendent's responsibilities and schedule with the District, it will not be a violation of any District Policy or this Contract for the Assistant Superintendent to reasonably use, for personal use, District-issued equipment, technology and electronic resources such as computers, email, phone, copiers, internet service, and the like.

(13) PROFESSIONAL ASSOCIATIONS

The District shall pay the full cost of the Assistant Superintendent's annual membership and participation in at least three (3) professional

associations, which professional association memberships shall include the American Association of School Administrators (AASA); the Pennsylvania Association of School Administrators (PASA); and other professional associations as selected by the Assistant Superintendent.

The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Assistant Superintendent to participate actively in the leadership of these organizations by holding office and serving on committees. The Board and Assistant Superintendent may mutually agree to change, add to or delete the professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board and Assistant Superintendent.

(14) MEETINGS, CONVENTIONS, AND SEMINARS

The duties of Assistant Superintendent require his participation and presence at meetings, conventions, and seminars in order that the Assistant Superintendent can maintain an awareness of current issues, programs, and information. The Assistant Superintendent's attendance at meetings, conventions, seminars, workshops, in-service programs, school activities and graduate education, continuing education, and professional development programs is deemed necessary by the Board in order to maintain knowledge and skills required of the Assistant Superintendent's position. The Board considers such activities and the expenses involved in such activities to be directly related to the Assistant Superintendent's duties and appropriate for reimbursement. Specifically, the Assistant Superintendent shall be permitted to attend regional and statewide conferences as well as one (1) annual professional conference outside of the Commonwealth of Pennsylvania, with notice to the Board of School Directors and other conferences as mutually agreed upon by the Assistant Superintendent and the Board. The payment of expenses for such activities shall be provided to the Assistant Superintendent in accordance with District policies and procedures.

(15) OTHER BENEFITS

The Assistant Superintendent shall be entitled to any and all benefits and incentives outlined in the District's Act 93 Evaluation and Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), and through individual administrator's employment contracts (except the District Superintendent) even though such benefits are not enumerated in this Contract. To the extent there is any inconsistency or conflict between the benefits in this Contract and the benefits provided to any other District employee (except the District Superintendent) the Assistant Superintendent shall receive the benefit most advantageous to the Assistant Superintendent. Any increase or improvement in benefits and incentives extended to members of the Act 93 Group during the Term

of this Contract will also be extended to Assistant Superintendent and become part of this Contract. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Assistant Superintendent as may be agreed to by the parties.

5. Assessment of Performance.

- A. The Board, through the District Superintendent, shall evaluate, in writing, the performance of Assistant Superintendent once a year during the term of this Contract, no later than June 30th of each year, unless the District Superintendent and Assistant Superintendent mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors, District Superintendent, and the Assistant Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the Assistant Superintendent shall be utilized for the annual performance assessment. The Board and Assistant Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix A unless the Board and Assistant Superintendent mutually agree in writing to use a different evaluation instrument and method. Each judgment by the Board shall be supported by rational and objective evidence. In the event the Board consensus determines that the performance of the Assistant 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 Assistant Superintendent. The Assistant Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the Assistant Superintendent's response(s) shall be confidential, totally private and in no manner become public knowledge, except as otherwise expressly required by state or federal law or as mutually agreed upon by the Board and Assistant Superintendent. The Assistant Superintendent's performance shall be deemed "proficient" (or other comparable rating) and the Assistant 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 Contract.
- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the Board and the Assistant Superintendent and to clarify for the Assistant Superintendent, District Superintendent, and individual members of the Board of School Directors the responsibilities the Board relies on the Assistant Superintendent to fulfill;
 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 3. To establish the basis for possible increases in the annual salary for the Assistant Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

The performance of the Assistant Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the Assistant Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant 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 Assistant Superintendent hereby mutually agree to the following objective performance standards set forth below:

1. Student Growth and Achievement: The Assistant 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 through the District Superintendent. These data sources include but are not limited to PDE-required assessments such as PSSA, PVAAS, Keystone Exams and other locally determined measures.
2. Organizational Leadership: The Assistant Superintendent works collaboratively with the Superintendent 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.
3. District Operations and Financial Management: The Assistant Superintendent manages effectively, working with business manager to ensure the completion of the annual budget components under the responsibility of the Assistant Superintendent, overseeing distribution of resources in support of District priorities, and directing overall operational activities within the District.
4. Communication and Community Relations: The Assistant 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.
5. Human Resource Management: The Assistant Superintendent incorporates best practices for human resource management and oversight, staffing, and recruitment.
6. Professionalism: The Assistant 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. The Assistant Superintendent participates in professional development activities to improve his effectiveness within the role.
7. Any other additional criteria deemed relevant and mutually agreed to by the Board of School Directors and the Assistant Superintendent.

8. In the event that the State Board of Education promulgates regulations pursuant to the Act of June 25, 2082 (P.L. 633, No. 181) known as the "Regulatory Review Act", to implement the objective standards to evaluate the performance of an Assistant Superintendent, then those future regulations shall automatically be included in this contract as if fully set forth from the date the regulations become effective.

The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant 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 or as mutually agreed upon by the Board and Assistant Superintendent. The Board and Assistant Superintendent hereby mutually agree to the objective performance standards which are attached hereto as an Appendix and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 30th of each year of this Contract unless another date is mutually agreed upon by the Board and Assistant Superintendent.

- D. The provisions of this Contract shall apply to and control the performance assessment of the Assistant Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board regarding the Assistant Superintendent's performance evaluation.

6. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the Assistant Superintendent's conduct or performance be undertaken, the Assistant 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 the Assistant Superintendent of the commencement or progress of the same.

7. Professional Liability.

The District shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while

Assistant Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. The obligations of this provision shall survive the termination of this Contract.

8. Internal Revenue Code Section 409A Compliance.

This Contract and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such Internal Revenue Code section applies to any non-qualified deferred compensation paid hereunder. The District and Assistant Superintendent intend that this Contract shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the Assistant Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Contract shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Contract shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Contract, it is intended that any payment or benefit which is provided pursuant to or in connection with this Contract which is considered to be nonqualified deferred compensation subject to Section 409A shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The District and the Assistant Superintendent shall cooperate in good faith to modify this Contract as necessary to comply with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to the Assistant Superintendent under this Contract. This obligation shall survive the termination of this Contract.

9. Reappointment.

Pursuant to Section 1073(b) of the Public School Code, the agenda for a public meeting of the Board of School Directors held at least ninety (90) days prior to the expiration date of the Term of this Contract shall include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the Board's intent to retain the Assistant Superintendent for another three (3) to five (5) year term or that another or other candidates will be considered for the office. In the event the Board fails to take such action, the Assistant Superintendent shall continue in office for a further term of one (1) year and the terms and conditions of this Contract will be incorporated in a successor employment contract, unless mutually agreed otherwise by the Board and the Assistant Superintendent.

10. Termination.

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

A. The Assistant Superintendent shall be subject to discharge and termination of this Contract 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 Assistant Superintendent's dismissal and the Assistant 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 Assistant 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 Assistant Superintendent. The Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense.

B. This Contract may be unilaterally terminated without penalty by the resignation of the Assistant Superintendent at any time; provided the Assistant Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract. Upon the request of the Assistant Superintendent and at the discretion of the Board, the 90-day notice period can be waived or reduced by the Board.

C. This Contract may be terminated by the mutual consent, in writing, of the Assistant Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and Assistant Superintendent. It is understood that any additional amounts mutually agreed upon by the Board and the Superintendent would be subject to the provisions set forth in Section 1073(e)(3) of the Public School Code (24 P.S. §10-1073(e)(3)).

D. This Contract shall be terminated upon the death of the Assistant Superintendent, at which time, the District shall pay to the Assistant Superintendent's spouse or, if no surviving spouse, to his estate, all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to under this Contract through the day on which the Assistant Superintendent's death occurs.

The provisions hereof shall not be deemed to affect any other benefits which may be available to the Assistant Superintendent, his spouse or estate including but not limited to those available under the applicable retirement program, health insurance, workers' compensation, or otherwise.

11. Modification.

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

12. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract 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 been in conflict with the law.

13. Obligations.

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Assistant Superintendent and, to the extent applicable, his personal representatives and heirs.

14. Statutory Reference.

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

15. Governing Law and Construction.

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Each and every provision of this Contract has been mutually negotiated, prepared, and drafted by the parties and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, or negotiated any provision of this Contract or its deletion.

16. Headings.

The section and/or subsection headings of this Contract are for convenience of reference only, do not modify the substantive content of the sections and subsections of

this Contract and shall be disregarded in construing the substantive provisions of this Contract.

17. Execution and Counterparts.

This Contract may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one instrument.

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 written above.

CARLYNTON SCHOOL DISTRICT

By: 
President, Board of School Directors

6/18/24
Date

ATTEST: 
Secretary, Board of School Directors

6/18/24
Date

DR. JEFFREY M. TAYLOR

By: 
Dr. Jeffrey M. Taylor, Assistant Superintendent

6/25/24
Date