

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), entered into on February 27, 2024,

Is between the CHAMBERSBURG AREA SCHOOL DISTRICT ("District") and Tamera R. Stouffer ("CFO/COO").

BACKGROUND. The Board of School Directors ("Board") of the Chambersburg Area School District at a regularly scheduled public meeting, duly and properly held on February 27, 2024, reappointed Tamera R. Stouffer as Chief Financial and Operations Officer, in accordance with Sections 1089 and 433 of the Pennsylvania Public School Code of 1949, as amended ("Public School Code") for a term of four (4) years. Further, the Board, at the same regularly scheduled public meeting, approved this Agreement. The District and the CFO/COO, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. Term of Employment. The District hereby reappoints and employs CFO/COO for a term of four (4) years commencing on July 1, 2024, and shall continue until June 30, 2028. This Agreement shall terminate on June 30, 2028, unless the Agreement is renewed for an additional term prior to its termination date. CFO/COO's work-year shall consist of 248 scheduled work days each year. CFO/COO accepts such reappointment and employment under the terms and conditions of this Agreement.
2. Professional Certification and Duties.
 - a. During the term of this Agreement, CFO/COO agrees to serve as CFO/COO for the District and to perform the duties of CFO/COO in a competent and professional manner in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the policies of the District, and the policies and regulations of the Board.
 - b. CFO/COO will work at the direction of the Board and the District Superintendent. In addition to all other responsibilities, CFO/COO will attend all regular board meetings and special committee meetings as designated by the Board and the Superintendent and serve as an advisor to said committees and/or the Superintendent.
 - c. CFO/COO covenants that she possesses all of the qualifications that are required by law to serve as CFO/COO. CFO/COO agrees to maintain, throughout the term of

this Agreement, any credentials as may be required by applicable laws and regulations to serve in the position of CFO/COO and to present the same to the Board of School Directors.

3. Compensation.

- a. As compensation for CFO/COO's services and performance of her obligations under this Agreement, the District shall pay to CFO/COO an annual salary in the amount of ONE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED AND THIRTY-TWO DOLLARS (\$154,932) for the 2024-2025 school year (the "Base Salary").
- b. In accordance with this Agreement, the Superintendent shall evaluate the performance of the CFO/COO pursuant to Paragraph 8 of this Agreement Effective July 1, 2024, and effective on July 1 of each year thereafter, the CFO/COO shall be entitled to an increase in her salary calculated as follows:
 1. 2.75% for "satisfactory" evaluation;
 2. The Board, in an exercise of its sole discretion, shall determine the amount of the salary increase.
 3. The evaluation shall be related to meeting stated goals as established by the Board and/or the District Superintendent.
- c. The CFO/COO's salary shall be payable on the District's customary salary payment dates.
- d. The District shall not reduce CFO/COO's annual base salary to less than one hundred fifty-four thousand nine hundred thirty-two dollars (\$154,932).
- e. The District shall contribute annually \$3,000 to a 403B/457.

4. Benefits.

- a. Unless otherwise specified in this Agreement, CFO/COO shall be entitled to all benefits provided to Administrators under the District's Act 93 Compensation Plan in effect on July 1, 2021, and as may be amended from time to time.
- b. Vacation. The CFO/COO shall be entitled to Twenty-Five (25) days of vacation annually, with the right to carry over unused vacation days. A maximum of Twenty-Five (25) vacation days may be carried over into the subsequent school year. In the event that this Agreement is terminated, the number of vacation days for that school year shall be prorated on a monthly basis and paid to CFO/COO based upon the CFO/COO's per diem salary rate (1/248th) in effect at the time when this

Agreement is terminated. If the CFO/COO has any accrued, but unused, vacation days as the result of a death in service or a qualified retirement, as defined in Section 11(b) up to twenty-five (25) days may be submitted for reimbursement at the CFO/COO's daily rate of pay. The CFO/COO also will have no obligation to reimburse the District for any used vacation days during or upon termination of this Agreement. The CFO/COO waives the current Administrators benefit to buy back annually 10 vacation days.

- c. Holidays. The CFO/COO shall be entitled to holidays consistent with the holidays established by law or granted by the Board, as applied to the Act 93 Administrators.
 - d. Sick Leave. Effective July 1 of each year during the term of this Agreement, the CFO/COO shall receive an amount of sick leave as determined by the provisions set forth in the District's Act 93 Administrators Compensation Plan. Upon retirement, the CFO/COO shall be compensated at 25% per diem for unused sick days.
 - e. Health, Dental, and Vision Insurance. The CFO/COO shall have the same health and dental insurance, including a co-pay or premium share, if any, as the Act 93 Administrators employed by the District.
 - f. Personal Leave Days. Effective July 1 of each year during the term of this Agreement, CFO/COO shall be entitled to four (4) personal leave days. Unused personal leave days may be accumulated up to a maximum of eight (8) days. The District shall have no obligation to buy out personal leave days at any point during or after completion of the term of employment set forth in this Agreement.
 - g. Bereavement Leave. CFO/COO shall be entitled to four (4) days of bereavement leave for a death in the immediate family (husband, wife, child, step-child, step-parents, brother, sister, grandparents, grandchildren, parent or parent-in-law) whenever no other long-term work break is available. CFO/COO shall be entitled to two (2) days of bereavement leave for the death of a near relative (first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law and sister-in-law).
5. Outside Activities. CFO/COO agrees to devote during the term of this Contract her full working time, attention, energies, skills and labor to her employment as CFO/COO; provided, however, that she may undertake outside extra-curricular activities such as consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, so long as such activities do not interfere or conflict with the performance of CFO/COO's duties and responsibilities and by obtaining approval, in writing and in

advance, from both the Board and the District Superintendent.

6. Professional Growth and Improvement. District encourages the continuing professional growth of CFO/COO through her participation, as she might determine in light of her responsibilities as CFO/COO in:
 - a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
 - b. Seminars and courses offered by public and private educational institutions; and business management course or seminars;
 - c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of CFO/COO to perform her professional responsibilities for the District.
 - d. Participation in social clubs and organizations, such as Rotary, Chamber of Commerce.

In its encouragement of professional development, District shall permit a reasonable amount of release time for CFO/COO to attend to such matters and pay for the necessary membership, tuition, travel and subsistence expenses within the line item provided for such expenses within the District's budget. The CFO/COO waives the current Administrators ACT 93 college course tuition reimbursement, unless such course is required by the District Superintendent.

7. Expenses. The District shall pay or reimburse CFO/COO for reasonable expenses approved by the Board and incurred by the CFO/COO in the continuing performance of her duties under this Agreement. The District shall provide CFO/COO with a cellular phone, laptop computer and/or iPad.
8. Formal Written Assessment of Performance.
 - a. No later than June 30 of each year under this Agreement, or such other time as mutually agreed by the parties, the Superintendent shall evaluate, in writing, the performance of CFO/COO. Said performance assessment selected shall (i) include a self assessment by CFO/COO, (ii) an assessment by the District Superintendent, and (iii) consider input and feedback from the Board. In the event the Superintendent, in consultation with the Board, determines that the performance of CFO/COO 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 CFO/COO. CFO/COO shall have the right to make a written response to the evaluation. The evaluation by the Superintendent and CFO/COO's

response(s) shall be private and confidential. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement; provided, however, that CFO/COO shall not receive a failing or needs improvement evaluation in any year that a formal performance review is not completed.

- b. The formal written performance assessment shall be used for the following purposes:
 - 1. To strengthen the working relationship between the Board, the Superintendent, and the CFO/COO and to clarify for CFO/COO and individual members of the Board the responsibilities the Board relies on CFO/COO to fulfill;
 - 2. To discuss and establish goals for the ensuing year; and
 - 3. To establish the basis for possible incremental adjustments in the annual salary rate for CFO/COO.

9. Goals and Objectives. The District Superintendent and CFO/COO shall, during each school year, jointly establish goals and objectives which shall be included among the criteria for evaluation of CFO/COO.

10. Professional Liability.

- a. The Board shall defend, hold harmless, and indemnify CFO/COO from any and all demands, claims, suits, actions and legal proceedings brought against CFO/COO in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident arose while CFO/COO reasonably believed she was acting within the scope of her employment, and provided that CFO/COO has not committed an unauthorized, criminal, willful, or intentional act causing such incident.
- b. If, after first consulting with the Board, and/or its counsel, CFO/COO is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of CFO/COO and the legal position of the School District, CFO/COO may engage private counsel upon further written notice to the Board, in which event the Board, shall indemnify CFO/COO.
- c. The provisions of this section shall not limit the rights and obligations of CFO/COO pursuant to the provisions of the Political Subdivision Tort Claims Act.

11. Termination of Agreement. This Agreement may be terminated by CFO/COO upon any of the following events:

- a. Mutual agreement of CFO/COO and the Board.
- b. Retirement of CFO/COO (i.e. CFO/COO applies for and accepts effective as of the .

date of termination of her employment retirement benefits, under the Pennsylvania School Employees Retirement System).

c. Resignation of CFO/COO. CFO/COO may resign from the District by providing the Board and Superintendent notice of such intention to resign sixty (60) days prior to the effective date of such resignation.

d. Non-renewal of Employment Agreement on June 30, 2028.

12. Waiver of Breach. The waiver by the District of due performance of or compliance with any provisions of this Agreement by CFO/COO shall not operate or be construed as a waiver of due performance or compliance by CFO/COO thereafter.
13. Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.
14. Headings. The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.
15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
16. Modification waiver, change or modification of any of the terms of this in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, School District and CFO/COO have signed this Agreement this

27th day, February, 2024 year.

CHAMBERSBURG AREA SCHOOL DISTRICT

BY: Faye H. Gaugler
Ms. Faye Gaugler, School Board Vice-President

ATTEST:
Tina Clever
Tina Clever, Director of Human Resources

BY: Tamera R. Stouffer
Tamera R. Stouffer, CFO/COO