

EMPLOYMENT AGREEMENT

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

Is between the CHAMBERSBURG AREA SCHOOL DISTRICT ("District") and Tina M. Clever ("Director").

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, appointed Tina M. Clever as Director of Human Resources, in accordance with and pursuant to Section 508 of the Public School Code of 1949, as amended ("Public School Code") for a term of three (3) years. Further, the Board, at the same regularly scheduled public meeting, approved this Agreement. The School District and the Director, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. **Term of Employment.** The School District hereby appoints and employs the Director for a term of three (3) years commencing on July 1, 2024 and shall continue until June 30, 2027. The Director's work-year shall consist of 248 scheduled work days each year. This Agreement shall terminate on June 30, 2027, unless the Agreement is renewed for an additional term pursuant to Section 1077 of the Public School Code. The Director 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, the Director agrees to serve as Director of Human Resources for the School District and to perform the duties of Director in a competent and professional manner in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the policies of the School District, and the policies and regulations of the Board.
 - b. The Director will work at the direction of the Board and the School District Superintendent. In addition to all other responsibilities, the Director 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. The Director covenants that she possesses all of the qualifications that are required by law to serve as Director. The Director 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 Director and to present the same to the Board.

3. Compensation.

- a. As compensation for the Director's services and performance of her obligations under this Agreement, the School District shall pay to the Director an annual salary of ONE HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$138,178.00) for the 2024-2025 school year ("Base Salary").
- b. In accordance with the Agreement, the Board, in consultation with the District Superintendent, shall evaluate the performance of the Director in accordance with Paragraph 9 of this Agreement. Effective July 1, 2025, and effective July 1 of each year thereafter, the Director, rated "Satisfactory" or above, 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 Director's salary shall be payable on the School District's customary salary payment dates.
- d. The District shall not reduce the Director's annual base salary to less than one hundred thirty-eight thousand one hundred seventy-eight dollars (\$138,178.00).

4. Benefits.

- a. Unless otherwise specified in this Agreement, the Director shall be entitled to all benefits provided to Administrators under the School District's Act 93 Compensation Plan in effect on July 1, 2021, and all subsequent agreements, with the following changes:
 - i. The Director waives Tuition Reimbursement.
 - ii. The Director waives additional Compensation for Educational Advancement.
 - iii. The Director waives annual Unused Vacation Day Buy-Back (but maintains unused vacation day reimbursement at retirement).

- iv. The Director will receive an annual employer contribution of \$2,000 into her Health Savings Account (HSA).
- b. Vacation. The Director shall be entitled to twenty (20) days of vacation annually with the right to carry over unused vacation days. A maximum of ten (10) vacation days may be carried over into the subsequent school year and must be used by July 1 of the following school year. In 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 the Director based upon the Director's per diem salary rate (1/248th) in effect at the time when this Agreement is terminated. If the Director has any accrued, but unused, vacation days as the result of a death in service or a retirement, as defined in Paragraph 12(b), up to twenty (20) days may be submitted for reimbursement at the Director's per diem salary rate. The Director also will have no obligation to reimburse the School District for any used vacation days during or upon termination of this Agreement.
- c. Holidays. The Director 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 Director shall receive an amount of sick leave as applied to the Act 93 Administrators, or thirteen (13) days, whichever is greater.
- e. Health, Dental, and Vision Insurance. The Director shall have the same health, dental, and vision insurance, including a co-pay or premium share, if any, as the Act 93 Administrators employed by the School District. The Director will have no spousal carveout.
- f. Personal Leave Days. Effective July 1 of each year during the term of this Agreement, the Director 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 School District shall have no obligation to buyout personal leave days at any point during or after completion of the term of employment set forth in this Agreement.
- g. Bereavement Leave. The Director 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. The Director 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. The Director agrees to devote during the term of this Agreement her full working time, attention, energies, skills, and labor to her employment as Director, 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 the Director'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. The School District encourages the continuing professional growth of the Director through her participation, as she might determine in light of her responsibilities as Director, in:
 - a. The operations, programs, and other activities conducted or sponsored by local, State, and national school administrators and school board associations;
 - b. Seminars and courses offered by public and private educational institutions;
 - c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Director to perform her professional responsibilities for the School District.
 - d. In its encouragement of professional development, the School District shall permit a reasonable amount of release time for the Director to attend to such matters and pay for the necessary membership, travel, and subsistence expenses within the line item provided for such expenses within the School District's budget.
7. Expenses. The School District shall pay or reimburse the Director for reasonable expenses approved by the Board and incurred by the Director in continuing performance of her duties under this Agreement. The School District shall provide the Director with a cellular phone, laptop computer, and/or iPad.
8. Formal Written Assessment of Performance.
 - a. No later than June 30th 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 the Director. Said evaluation shall utilize a mutually agreed upon method as the basis for said evaluation, provided that any performance assessment selected shall (i) include a self-assessment by the Director, (ii) include an assessment

by the 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 the Director 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 Director. The Director shall have the right to make a written response to the evaluation. The evaluation by the Superintendent and the Director'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 the Director shall not receive a failing or needs improvement evaluation in any year that a formal performance review is not completed.

- b. The formal written assessment shall be used for the following purposes:
 - 1. To strengthen the working relationship between the Board, the Superintendent, and the Director, and to clarify for the Director and individual members of the Board the responsibilities the Board relies on the Director 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 of the Director.

- 9. Goals and Objectives. The District Superintendent, in consultation with the Board, and the Director shall, during each school year, jointly establish goals and objectives which shall be included among the criteria for evaluation of the Director.

- 10. Professional Liability.

- a. The Board shall defend, hold harmless, and indemnify the Director from any and all demands, claims, suits, actions, and legal proceedings brought against the Director in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident arose while the Director reasonably believed she was acting within the scope of her employment, and provided that the Director 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, the Director 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 the Director and the legal position of the School District, the Director may engage private counsel upon

further written notice to the Board, in which event the Board, shall indemnify the Director.

- c. The provisions of this section shall not limit the rights and obligations of the Director pursuant to the provisions of the Political Subdivision Tort Claims Act.

11. Termination of Agreement. This Agreement may be terminated upon any of the following events:

- a. Mutual agreement of the Director and the Board.
- b. Retirement of the Director (i.e. the Director 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 the Director. The Director may resign from the School District by providing the Board and the Superintendent notice of such intention to resign no less than sixty (60) days prior to the effective date of such resignation.
- d. If either party chooses not to renew the Agreement prior to the end of the term, the party must provide sixty (60) days written notice.

12. Waiver of Breach. The waiver by the School District of due performance of or compliance with any provisions of this Agreement by the Director shall not operate or be construed as a waiver of due performance or compliance by the Director 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.

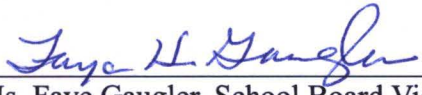
14. Headings. The headings in this Agreement are for convenience only and shall not be considered part of this Agreement.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

16. Modification. No waiver, change, or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the School District and the Director have signed this Agreement this
27th day of February, 2024.

CHAMBERSBURG AREA SCHOOL DISTRICT

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

ATTEST


Mrs. Tamera Stouffer, Board Secretary

BY: 
Mrs. Tina M. Clever, Director of HR