GREENSBURG SALEM SCHOOL DISTRICT SUPERINTENDENT'S CONTRACT

THIS CONTRACT, made and entered into this 5th day of August, 2026, by and between GREENSBURG SALEM SCHOOL DISTRICT, a school district created in accordance with the laws of the Commonwealth of Pennsylvania with its principal office situated at 1 Academy Hill Place, Greensburg, PA 15601 (hereinafter referred to as the "District"),

and

DR. ANDREW M. OBERG, an individual residing in the Commonwealth of Pennsylvania (hereinafter referred to as "Dr. Oberg" or "Superintendent").

PREAMBLE

WHEREAS, Dr. Oberg has been appointed by the Board of School Directors of Greensburg Salem School District (hereinafter referred to as the "Board") at a meeting of the Board on August 5, 2026, to be the District's Superintendent of Schools for a term commencing immediately and with his salary and benefits to commence upon his release from his current employment and terminating on June 30, 2031, in accordance with the provisions of Sections 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. § 1-101 et. seq.) (hereinafter referred to as the "School Code"); and

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

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

ARTICLE I. TERM

1.0 Term. The Board does hereby elect Dr. Oberg to the position of Superintendent of Schools of the District for a term commencing immediately, with salary and benefits pro-rated based upon his release from prior employment and terminating June 30, 2031(the "Term").

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

1.2 Renewal or Extension. At a public meeting of the Board occurring at least ninety (90) days prior to the expiration of the Term, the Board's agenda shall include an item requiring affirmative action by five or more members of the Board to notify the Superintendent that the Board intends to retain him for a further term of three (3) to five (5) years or that other candidates will be considered for the office. In the event that the Board fails to take such action in accordance with the preceding sentence, the Superintendent's term of office shall be extended one time for a one (1) year period, upon the conclusion of which the term of office shall terminate unless the Board has taken further action prior to the end of the one (1) year extension to retain the Superintendent for a further term as provided in this subsection.

1.3 Termination for Cause. Throughout the Term of this Contract the Superintendent shall be subject to discharge as provided by Section 1080 of the School Code (24 P.S. § 10-1080) and elsewhere in this Contract provided, however, that the Superintendent shall have the right to written charges at least ten (10) calendar days prior to a hearing. At any such hearing before the Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel at his expense and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the District shall be made available to the Superintendent upon request, at his expense.

1.4 Mutual Termination. This Contract may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this 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 Superintendent in accordance with Section 1073(e)(3).

1.5 Resignation. This Contract may be unilaterally terminated without penalty by the resignation of the Superintendent at any time; provided the Superintendent gives the Board at least sixty (60) 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 Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits.

1.6 Death. This Contract shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Superintendent's death.

ARTICLE II. DUTIES

2.0 Legal Qualifications. The Superintendent covenants that the Superintendent possesses all the qualifications that are required by law to serve as a District Superintendent. The Superintendent agrees to maintain throughout the term of this Contract a valid and current commission or other legal credentials as may be required by law and to present the same to the

Board. The Superintendent further agrees to subscribe to and take a proper oath of office for serving as the Superintendent of the Greensburg Salem School District.

2.1 Authority and Duties. During the term of this Contract, the Superintendent shall serve as the Chief Administrator of the District, and perform the duties of a District Superintendent in a competent and professional manner, and to accept all those responsibilities as are:

A. Set forth in the School Code.

B. Set forth in the District's policies as the same may be amended from time to time.

C. Normally associated with the position of Superintendent, including, but not limited to budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board, all in accordance with the applicable laws and regulations of the Commonwealth of Pennsylvania.

2.2 As Chief School Administrator. During the term of this Agreement, Superintendent shall serve as the Chief Administrator of the District, and will 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 District's administrative organization, Superintendent shall be the only administrator appointed or hired by the District having a direct line of responsibility and authority, or chain of command, from and to the Board. All other present or future administrative positions shall report directly to Superintendent, or by utilizing the chain of command. Nothing contained herein, however, shall preclude any administrator from communicating or having contact with the Board on non-official business, nor preclude the Board from appointing an acting or substitute Superintendent pursuant to § 1079 of the School Code.

B. 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. Superintendent shall have the right to attend all Board meetings. Superintendent must attend all regular and special meetings of the Board, and may attend all subcommittee meetings unless excused. Superintendent shall not have the right to attend executive sessions wherein any matter

concerning Superintendent's employment is discussed; if any such right exists, Superintendent hereby expressly and knowingly waives same.

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

ARTICLE III. PERFORMANCE EVALUATION

3.0 Performance-Based Evaluation. The Board shall evaluate the Superintendent annually, in accordance with Section 1073.1 of the School Code, 24 P.S. § 10-1073.1, and in accordance with all applicable statutes, regulations and Board policies relating to the Superintendent's evaluation. The evaluation of the Superintendent shall be based upon the Objective Performance Standards indicated in Paragraph 3.1 below and contained in the Superintendent Performance Evaluation Form, attached hereto as Exhibit A, or another evaluation form as the parties shall mutually agree. Each annual evaluation shall be in writing and will take place no later than August 1st following the end of each school year, using the Superintendent Performance Evaluation Form (Exhibit A), or another evaluation form as the parties shall mutually agree.

3.1. Objective Performance Standards. The performance of the Superintendent shall be assessed by the Board against the objective performance standards that have been mutually agreed upon by the Board and the 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 Superintendent's annual performance assessment and whether or not the Superintendent met the agreed upon objective performance standards. No other information regarding the Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and Superintendent hereby mutually agree to the objective performance standards for the 2024-2025 school year which are attached hereto as Appendix B and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and Superintendent.

3.2. Performance Standard Review. The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board. Modifications may be made in writing by the Board, as agreed upon by the Superintendent, to address the current nature of challenges, issues and needs facing the District.

3.3. Use of Performance Assessment. The performance assessment shall be used for the following purposes:

A. To strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Board the responsibilities the Board relies on the Superintendent to fulfill;

B. To discuss and establish goals for the ensuing year; and

C. To establish the basis for incremental adjustments in the annual salary rate for the Superintendent.

3.4. Annual Performance Review. The Board shall annually review the performance of the Superintendent using the evaluation instrument set forth in Paragraph 3.0 hereof. The Superintendent will also do a self-assessment as to the performance of his yearly goals.

3.5. Confidentiality. The parties agree that the Superintendent's annual performance review shall be considered privileged and confidential and not disclosed to the public except as required by law and provided herein, and both parties further agree that they shall respect the confidentiality of the evaluation discussions. Nothing herein, however, shall prevent the District from using such evaluations in a dismissal hearing properly brought under Section 1080 of the School Code, 24 P.S. § 10-1080.

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

ARTICLE IV. COMPENSATION

4.0 Salary. The Board of School Directors and the Superintendent agree to the following conditions as they relate to this Agreement or any amendment or extension of this Agreement:

(a) The base salary shall be $165,000 per annum commencing upon release from his current employment, pro rated. The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month administrative employees of the District.

(b) Upon a satisfactory rating on June 30 of each contract year, the Superintendent's base salary shall increase a minimum of two percent (2%);

(c) Nothing herein shall prevent the School District from awarding a higher base salary and/or a one-time bonus payment for exemplary service in any year of this Agreement.

(d) The established salary shall be paid in equal installments every two (2) weeks.

(e) The salary of the Superintendent shall not be decreased during the term of this Agreement without the written approval of the Superintendent.

(f) If the overall Annual Performance Review rating is "needs improvement" or "unsatisfactory," there shall be a no increase.

ARTICLE V. FRINGE BENEFITS

5.0 Sick Leave. The Superintendent shall be entitled to twelve (12) working days sick leave annually but in no event less than those provided to Management Employees if those days exceed twelve (12) working days during the term of their Agreement. For purposes of this Contract, "Management Employee" shall mean an employee of the district under contract to perform responsibilities as a district level professional supervisor, director of business affairs, or assistant superintendent. Unused sick leave days shall be cumulative. The Superintendent shall be eligible for a severance unused sick leave payment upon retirement or termination of employment in accordance with the Act 93 Agreement in effect as of the date of the signing of this Agreement:

A. In addition, the Superintendent was permitted to transfer up to ninety six (96) sick days (Transfer Days) from his prior employment. The Superintendent and the District agree that in the event the Superintendent utilizes any sick leave, his sick days accumulated with the District shall be used first, with his Transferred Days used only after all sick days earned with the District have been used. Further, any retirement or severance payment for unused sick days to which the Superintendent may be entitled under this Contract shall not include the Transfer Days in any calculation of unused days for payment.

B. Unless otherwise agreed to by the parties, if the Superintendent's employment is terminated for any reason prior to June 30 of any year of this contract, the twelve (12) sick leave days for that year shall be reduced on a pro-rated basis.

5.1 Personal/Emergency Leave. The Superintendent shall receive the same personal/emergency leave that is provided under the District's Act 93 Agreement in effect at that time. Unless otherwise agreed to by the parties, if the Superintendent's employment is terminated for any reason prior to June 30 of any year of this contract, the unused personal/emergency leave days shall be reduced for that year on a pro-rata basis.

5.2 Vacation and Holidays. The Superintendent shall receive the same number of annual vacation days, and legal holidays that are provided under the District's Act 93 Agreement

in effect at that time. The Superintendent may carry over unused vacation days in the same manner as is provided under the District's Act 93 Agreement in effect at that time.

In addition, at the Superintendent's discretion, he may exchange up to five (5) unused vacation days each year for an equal payment into his 403(b) account of the number of days multiplied by his current per diem salary.

5.3 Declaration of Leave. The Superintendent must designate any absence from his job as a sick leave day, vacation day or personal day. Attendance at meetings and conferences approved by the Board shall not be considered an absence. The parties shall agree on a mutually acceptable procedure for tracking sick leave, vacation days and personal days.

5.4 Course Reimbursement. The Superintendent may continue his professional development through attendance at recognized colleges or universities of his choice and shall be reimbursed for tuition in accordance with the same policies, procedures and regulations applicable as provided under the District's Act 93 Agreement in effect at that time. Payment shall be made after a reimbursement request is submitted through the District's Business Department.

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

A. Medical, Hospital, Dental, Vision Care and Life Insurance Benefits. The Superintendent shall be entitled to the protections and coverages for medical, hospital, dental care and vision care, as these are made available under the provisions of the School District's Group Insurance Plans, and the Superintendent shall be subject to the same contribution amounts required to be paid by Act 93 employees for benefits as set forth in the Act 93 Agreement in effect at the time governing health contributions.

B. Income Protection Plan: The District will provide at its expense, an income protection plan in an amount not to exceed two-thirds (2/3) of the Superintendent's then current annual salary.

C. Life Insurance: The District shall purchase Term Life Insurance in the amount of $150,000 for the Superintendent from the company of the

Board's choosing, without charge to the Superintendent up to the age of 65, provided that he is employed by the District, provided that the District can obtain underwriting for such a policy.

5.6 Tax Shelter Annuity. The District shall contribute to the Superintendent's Board approved tax shelter annuity in the amount of $2,000 per year. All deposits will be non-elective, employer contribution to a 403(b) with no cash option.

5.7 Professional Association Memberships, The District shall pay the Superintendent's membership charges for membership to one (1) State and one (1) National education related professional organizations of his choosing, with Board consent and approval, and upon approval of the Board, for such other education related professional group memberships as the Board deems necessary to maintain and improve the Superintendent's professional skills.

5.8 Mileage Reimbursement. Travel by the Superintendent in his private vehicle while performing duties attendant to his administrative position other than commuting shall be reimbursed at the maximum rate allowed by the Internal Revenue Service.

5.9. Executive Diagnostic Physical Examination. The District shall pay from the General Fund the unreimbursed portion of the cost of an annual Executive Diagnostic Physical Examination for the Superintendent in coordination with the applicable health care insurance policy.

5.10 Other Benefits. The Superintendent shall receive all and any other personal benefits, incentives and increments provided to any other Employee of the District covered by the District Act 93 Agreement in effect at that time, even though such benefits, incentives and increments are not otherwise enumerated in this Contract. Nothing contained herein shall preclude the District from providing additional benefits for the Superintendent as may be agreed between the parties and permitted by law.

5.11 Technology. With regard to technology resources, the Superintendent shall be provided the following to aid in carrying out his administrative duties: (1) a cellular phone with a data plan, (2) a District-provided computer, either desktop or laptop, (3) an iPad or Chromebook and (4) any technology deemed necessary by the Superintendent and the Board in accordance with District policy.

5.12 Post-Retirement Healthcare Stipend. Upon retirement, provided the Superintendent has attained a minimum of five (5) years of service with the Greensburg Salem School District and is eligible to receive retirement benefits (including but not limited to early retirement benefits, disability retirement benefits and/or normal retirement benefits) from the Public School Employees' Retirement system (PSERS), the District shall provide the District Superintendent no less than Eight Thousand ($8,000) dollars annually payable into a retiree premium only reimbursement Flexible Spending Account to help defray the cost of continuation on the District's healthcare plan which includes all health insurance (including hospitalization, vision and dental (Life Insurance is not included)) and as provided to District administrators under the District's Act 93 Administrator Compensation Plan until the District Superintendent becomes eligible for Medicare. This benefit will not extend beyond Medicare eligibility.

ARTICLE VI. CONSULTING AND OUTSIDE EMPLOYMENT

6.0 Consulting and Outside Employment. The Superintendent shall be permitted to perform consulting services and outside employment in a private capacity only in compliance with the following conditions and to the extent provided herein:

A. The Superintendent shall not undertake any consulting activities or outside employment without first receiving prior approval of the Board. Commencing with the term of this Contract, the Superintendent shall provide the District with a written summary of his consulting activities for the prior year on or before January 31st of the following year.

B. The Superintendent shall not utilize any of the District's resources, including but not limited to, secretary, telephone, supplies, etc., in connection with his consulting services and/or outside employment.

C. The Superintendent's consulting services and/or outside employment shall not be carried on during school time.

D. The Superintendent agrees that he shall conduct his consulting services and/or outside employment in such a manner so as not to interfere in any manner with his responsibilities and duties as Superintendent. If the Board in its sole discretion determines that the consulting and/or outside employment does interfere with the Superintendent's responsibilities and duties, it shall so notify the Superintendent, in writing, and the Superintendent shall take such action as is necessary to comply with the Board's directive. If the Superintendent fails to comply with the Board's directive, he shall be subject to termination in accordance with Paragraph 1.4 of this Contract.

E. The Superintendent agrees that he shall not engage in any activity that creates a conflict of interest with the District

6.1 Teaching. The Superintendent may teach or serve in some other capacity at the college or university level on a part-time basis, subject to prior approval of the District, which approval shall be within the sole discretion of the Board and the provisions of Paragraph 6.0 hereof.

6.2 Speaking. The Superintendent agrees that he shall not participate in any speaking engagements, seminars or any other similar activities where he will receive compensation in any form for such activities without first obtaining Board approval.

ARTICLE VII. DISABILITY

7.0 Disability. This Contract may be terminated by the District, after notice to the Superintendent, and right to a hearing under Section 1080 of the School Code (24 P.S. §10-1080), for physical or mental disability as documented by competent medical evidence, which after reasonable accommodation of such disability as required by law substantially interferes with the Superintendent's ability to perform the essential functions of his employment This shall not,

however, limit the Superintendent's eligibility for long-term disability benefits, as is provided from time to time by the District to the Superintendent.

ARTICLE VIII. PROFESSIONAL LIABILITY

8.0 Professional Liability. The Superintendent shall receive all of the benefits and protections of the Pennsylvania Local Government Tort Claims Act, 42, Pa.C.S.A. §8541 et seq., as are provided to all District officials and employees.

ARTICLE IX. MISCELLANEOUS

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

9.1. Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Contract shall not be modified except in a writing signed by the Superintendent and approved by the Board and executed by an authorized officer of said Board.

9.2 Statutory Reference. All references to the Public School Code of 1949 (24 P.S. 1-101 et. seq.), as amended, contained herein shall also refer to any amendment or recodification of such law.

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

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

9.5 Complete Agreement. This Contract contains the mutual and complete agreement of the parties with respect to the terms and conditions of the Superintendent's employment.

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

ATTEST

_____ _____

School Board Secretary Dr. Andrew M. Oberg, Superintendent

Dated: _____

ATTEST

_____ _____

School Board Secretary Robin Savage, School Board President

Dated: _____