

SUPERINTENDENT EMPLOYMENT AGREEMENT

BETWEEN

WARREN COUNTY SCHOOL DISTRICT

And

AMY STEWART (“EMPLOYEE”)

THIS AGREEMENT, is made the 11th day of May, 2020, by and between the Warren County School District (herein “District” or “Board”) and Amy Stewart (herein “Employee”).

WHEREAS, the Board has determined that Amy Stewart is capable and qualified to serve as District Superintendent; and

WHEREAS, the Board, at its meeting on the 11th day of May, 2020, re-elected the Superintendent to act in the capacity of Superintendent of the Warren County School District for a period of five (5) years commencing July 1, 2020, and extending until June 30, 2025; and

WHEREAS, the Superintendent and the Board desire to enter into this Contract setting forth the terms and conditions of said election.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Board and the Superintendent do hereby agree as follows:

1. EMPLOYMENT:

The District hereby employs Employee, and Employee hereby accepts employment, as Superintendent for the District for the term hereinafter set forth.

2. **TERM.**

The term of this Employment Agreement (“Agreement”) shall commence on July 1, 2020, and shall expire June 30, 2025.

The extension or renewal of the Superintendent's term and/or contract shall be governed by Section 1073 of the Public School Code of 1949 as amended; PROVIDED, HOWEVER, that unless a board meeting agenda item related to renewal or replacement has previously been placed on the agenda, it shall be the affirmative obligation of the Superintendent to include, in the material customarily supplied each month to each member of the Board of School Directors, a separate notice or reminder that such agenda item is required to be and will be included on the agenda for the regular meeting of the Board of School Directors of January, 2025, at least five (5) calendar days prior to said meeting.

3. RESPONSIBILITIES.

A. General Responsibility.

Employee, as Superintendent, shall carry out the duties in a manner consistent with the directives of the Pennsylvania School Code, the Pennsylvania Department of Education, the Board of School Directors, Board Policy, and other such laws or regulations as shall be applicable, all in accordance with the highest standards of the profession of the office of Superintendent of a public school in the Commonwealth of Pennsylvania.

B. Specific Duties.

The specific duties and responsibilities of Employee shall include, but not be limited to those contained in Section 1081 of the PA School Code and on the attached job description, which is subject to change from time to time and additional duties as assigned by the Board.

C. Qualifications.

Superintendent covenants that she possesses all of the qualifications that are required by law to serve as a Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credential as may be required by law and to present the same to the Board of School Directors. She further agrees to subscribe to and take proper oath of office before entering upon her duties.

4. SALARY.

Employee shall receive an annual salary of no less than \$147,283.16, minus the necessary lawful deductions, to be paid in accordance with the District's normal payroll practices. Upon satisfactory work performance each year, Employee shall be entitled to an annual increase in salary of no less than 1.33%, with the precise amount established by the Board each year.

5. BENEFITS.

Notwithstanding any provision below, Employee and District agree that Employee shall be afforded fringe benefits equal to or greater than those granted in the District's Act 93 Plan. (The

specific benefits contemplated by this provision would include Group Health Benefits; Dental Insurance; Parent Leave; Sabbatical Leave; Military Leave; Jury Leave; Other Leaves; and Funeral Leave.)

A. Health Insurance.

Employee will be eligible to participate in the health insurance plan available to administrators covered by the District's Act 93 plan, offered on the same terms and conditions as prevail from time to time. Any change in the Act 93 plan will be incorporated into the Employee's medical insurance benefits. Reference to the Act 93 plan in this Agreement will be to the District's plan for administrators/certificated, which is subject to change.

B. Dental Insurance.

Employee will be eligible to participate in the dental insurance plan available to administrators covered by the District's Act 93 plan, offered on the same terms and conditions as prevail from time to time. Any change in the Act 93 plan will be incorporated into the Employee's dental insurance benefits.

C. Life Insurance.

The District will provide at no cost to Employee, a term insurance policy of \$200,000.00 for the duration of this Agreement. Employee has the option of purchasing an additional \$200,000.00 of insurance at the School District's group rate. Coverage and benefits of the District plan are more fully explained in the Employee Group Benefits booklet.

D. Disability Insurance.

Employee shall be reimbursed in each contract year in an amount of up to \$2,500.00 toward the cost of a disability insurance policy purchased by the Employee.

E. Liability Insurance.

The District agrees that it will defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her official capacity as agent and employee of the district, provided the incident arose while Employee was acting, or reasonably believed she was acting, within the scope of her employment. If in the good-faith opinion of Employee a conflict exists regarding the defense to such claims between the legal position at the district and the legal position of Employee, then Employee may engage separate counsel and District will continue to indemnify Employee and pay the full cost of Employee's legal defense, unless the District insurance carrier assigns separate counsel to Employee in which case Employee must utilize counsel assigned by the District's insurance carrier.

F. Retirement Participation.

Employee will participate in the Pennsylvania State Employees Retirement System. She may be entitled to other post-retirement benefits as follows.

1. Employee shall upon retirement receive a salary payment equal to the product of \$50.00 (fifty dollars) times the number of unused accumulated sick days credited to the employee's record. Employee may choose to purchase medical coverage with this amount. In determining years of service for purposes of this section, all years of service in the District, in any professional and/or administrative capacity, shall be counted.

Unused personal days (up to a maximum of five) shall be treated as unused accumulated sick days.

2. NOTICE INCENTIVE

Employee shall receive \$3,000.00 to be paid upon retirement, if the Employee submits, in writing, his/her irrevocable retirement notice 180 calendar days prior to the retirement date or \$300 to be paid upon retirement, if the employee submits, in writing, his/her retirement notice within the first five days of the final semester of employment. If illness requires retirement, consideration shall be given to payment of the special increment on the basis of the facts in the particular case, as determined by the Board.

3. HEALTH INSURANCE BENEFITS UPON RETIREMENT

Definitions for use in this Section.

Total Monthly Premium = Board Share + Retiree Share

Board Share (The premium amount paid by the Board which was in effect on the date of the employee's retirement.) = Total Premium - Retiree Share

Retiree Share = Employee's Contribution to Premium at Retirement + Increases to the Cost of Premiums After Retirement

Years of Service = PSERS Credited Service

Premium Assistance = Subsidy provided by PSERS or other state agency currently capped at \$100.00

3.1. GENERAL RIGHT TO PARTICIPATE

Employee shall be entitled to continue to participate in group health and dental insurance plans of the District until Employee reaches the age of Medicare eligibility, by making specific arrangements to pay the total monthly premiums to the District one month in advance.

3.2. USE OF SICK DAYS FOR MONTHLY HEALTH INSURANCE PREMIUMS

If employee retires from the District with thirty (30) years of PSERS credited service, Employee may elect to use all or part of the payment for accumulated sick leave to cover health insurance until she attains the age of Medicare eligibility (currently age 65). The retiree will receive her sick day entitlement check from the District. The net amount from this entitlement check divided by the accumulated number of sick days represents the amount the employee owes for each sick day per month to the District. The retiree may use her sick days on the basis of the following formula:

1 day = one month differential for individual coverage

1.5 days = one month differential for husband/wife or parent/child

2 days = one month differential for family coverage or parent/children

In addition to the net amount paid to the District, the retiree will pay monthly, one month in advance, the difference between the monthly net amount paid for sick days and the Premium Assistance subsidy available to the employee until the age of Medicare eligibility.

If the Employee elects to use her sick days for health insurance and does not have enough days to attain the age of Medicare eligibility, the employee will be responsible to pay the total cost of the monthly premium (Total Monthly Premium) for the additional years if she chooses to remain covered by the Warren County School District insurance.

3.3. HEALTH INSURANCE PLAN

After retirement, Employee will have the same health insurance plan/coverage available as that which is provided to active administrative employees, as modified from time to time.

3.4. PREMIUM ASSISTANCE

The District's obligations shall, for any of the above benefits, be reduced by an amount equal to any subsidy for such benefits the retired Employee is eligible to receive from the PSERS (or other state agency), whether payable directly to the Employee or to an insurance provider. When the retiree is eligible for such a subsidy, that amount shall be due to the District from the Employee. The intent of this paragraph is to offset available PSERS subsidy

payments against the District's portion of the monthly cost of retiree health benefits.

G. Physical Examinations.

Employee will be reimbursed up to \$100.00 for the cost of a physical examination. In addition, the District may require Employee to undergo a physical examination by a doctor of its choice at any time if the examination is job related and a business necessity. The District will pay the full cost of any such examination. The District shall have the right to a full and complete disclosure of all of the results of an examination given because of an issue relating to the performance of job duties.

H. Expenses.

Employee shall be reimbursed for District-related expenses incurred in the performance of her duties in accordance with the District procedures.

I. Judicial Leave.

If Employee is required to serve on a jury or is subpoenaed as a witness, she shall receive time off with no loss of pay. This benefit shall not be available in any action initiated by Employee or in which she has an interest in the outcome.

J. Vacation.

Employee is entitled to 25 days of paid vacation, which may be taken from July 1st through June 30th.

In addition, two floating vacation days are also available to administrators. However, these days must be used the week of Christmas break or of July 4th. If not used, they may not be carried over. Dates will be determined when the calendar is developed.

Up to five (5) unused vacation days may be rolled over into a following year, but must be used within one (1) month (by August 1). Any other unused days will be paid at the per diem rate of the year they were to be used or may be converted into sick days. If the Employee does not notify the Payroll Department of the specific option chosen by June 15th, the per diem rate option will be used.

K. Holidays.

Employee is entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Monday After Thanksgiving
July 3	Day Before Christmas
July 4	Christmas Day
July 5	Day After Christmas

Labor Day

L. Personal Days.

Employee is entitled to three (3) paid personal days. Employee may accumulate up to a maximum of five (5) personal days.

M. Sick Leave.

Employee is entitled to thirteen (13) paid sick days per year.

N. Funeral Leave.

Employee is entitled to leave of absence due to death of a member of the immediate family or a near relative as described in Section 1154 of the School Code.

O. Leave Banks.

Employee is eligible to participate in any leave banks available to administrators covered by the District's Act 93 plan if she satisfies the conditions of membership.

P. 403(b).

On June 30, 2017, and on the last day of each full contract year thereafter, District shall make a non-elective employer contribution to the Employee's 403(b) account in an amount equal to 4% of the Employee's annual compensation for the year then ending. Employee shall have no cash option to this benefit. The contribution shall be made as of the first day of each contract year.

6. PERFORMANCE REVIEWS AND EVALUATIONS.

The Board shall conduct an annual evaluation of the Superintendent's performance based on progress towards Board-established goals; performance of duties as required by the Public School Code and the job description; and working relationships between the Superintendent and the Board, faculty, staff and community. This evaluation shall be conducted in September of each year, and the results of the evaluation and any established goals for the following year shall be reduced to writing. After the annual evaluation, the Board and Superintendent shall review progress towards any established goals, and make modifications deemed appropriate. Any discussions of this performance evaluation between the Board and Superintendent shall be conducted in Executive Session limited to members of the Board, along with their consultant(s) and/or counsel, and Superintendent.

The performance of the Superintendent also shall be assessed in part 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 which are attached hereto as Appendix B and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before June 30th of each year of this Contract unless another date is mutually agreed upon by the Board and Superintendent.

7. FUNCTIONAL REPORTING.

As a part of her duties Employee shall make such reports and supply information and assistance to the Board to enable the Board to carry out its duties, and shall make all such necessary reports to external persons or agencies as are necessary to comply with the law, to carry out Board Policy, and to carry on the efficient operation of the District.

8. TERMINATION.

All of the provisions hereof notwithstanding, the parties agree that Employee's employment and this Agreement may be terminated by:

- a. Mutual agreement of the parties;
- b. Death of Employee;
- c. Termination by the District for cause, pursuant to the provisions of Section 1080 of the School Code, or any successor provision.

In the event the parties terminate the agreement early by mutual consent, the parties agree that any severance payment will be made in an amount not to exceed the maximum amount allowable by law.

9. SEVERABILITY.

In the event that any provision of this Agreement is found to be unlawful, such provision shall be null and void. If appropriate, the parties shall attempt to reach agreement on a substitute provision. The remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

10. OUTSIDE EMPLOYMENT.

During the term hereof, Employee agrees that she will devote her full time, attention, skill and best efforts to her employment for the District. Employee shall be permitted to undertake speaking, writing, lecturing, or consulting activities of an appropriate nature so long as such activities do not impede or interfere with the discharge of her duties as described herein. However,

any honorarium paid to Employee in connection with these activities done on District time shall be transferred to the District. If Employee chooses to use vacation leave to perform outside activities, Employee may retain any honorarium paid. In no case will the District be responsible for any expense related to the performance of outside activities. The Board's determination that any such activity is inappropriate or impedes or interferes with Employee's duties or responsibilities is recognized to be a matter of its sole and exclusive discretion and shall be conclusive.

11. AUTHORITY OF DISTRICT.

The District on its own behalf and on behalf of the electors of the District hereby retains and reserves all powers, rights and authority conferred upon it by the Constitution and Laws of the Commonwealth of Pennsylvania and the United States of America except as limited by the express terms of this Agreement.

12. ENTIRE AND FINAL AGREEMENT.

This Agreement sets forth the entire understanding of the parties on all matters related to the employment of Employee. The District shall not be bound by claims, representations or agreements not set forth herein.

No amendments to this Agreement shall be effective unless reduced to writing and signed by the parties.

Intending to be legally bound, the parties hereby execute this agreement this ____ day of _____ 2020.

WARREN COUNTY SCHOOL DISTRICT

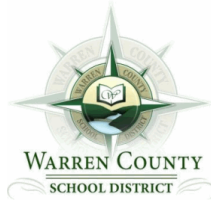
AMY STEWART

By _____
President

By _____

Secretary

EXHIBIT A
JOB DESCRIPTION



Book	Policy Manual
Section	03000 General School Administration
Title	Superintendent of Schools - Job Description
Code	3120
Status	Active
Adopted	September 13, 1999

General Responsibilities

The Superintendent is the educational leader and chief executive officer of the District. He/she is the primary advisor to the Board, is accountable directly to it and serves as an ex-officio member of the Board and its committees.

Specific Duties

The Superintendent's duties shall include (but are not necessarily limited to) the following:

- a. Oversee a program for the development, approval, implementation, coordination and evaluation of all instructional and non-instructional programs.
- b. Make assignments and transfers of school employees.
- c. Recommend the selection, employment, suspension, and dismissal of all school employees.
- d. Prepare and propose policies for adoption and interpret and implement same following adoption.
- e. Prepare and propose an annual school budget and implement it as adopted.
- f. Prepare such reports and conduct such planning as required by law for the efficient operation of the District.
- g. Oversee the implementation of the adopted curriculum of the District and recommend instructional programs and materials appropriate thereto.
- h. Oversee the maintenance, inspection, improvement and safety of District facilities and equipment.
- i. Provide growth and improvement opportunities for staff.
- j. Supervise the approved evaluation programs of District employees.
- k. Visit schools on a regular basis.
- l. Implement and support all agreements approved by the Board.

- m. Plan and attend all meetings in compliance with applicable statutes except at such times when his/her employment and/or salary may be under consideration.
- n. Recommend disciplinary procedures for students and staff as necessary.
- o. Develop channels of communication with the school community.
- p. Serve as the District's representative to local, state and national agencies and organizations.
- q. Promote and represent the best interests of students within the District.
- r. Oversee the process of and, when required by law, approve the ratings of temporary professional and professional employees.

Legal

[24 P.S. 1108](#)

[24 P.S. 1123](#)

EXHIBIT B
OBJECTIVE PERFORMANCE STANDARDS

The Superintendent will be assessed based on her performance with respect to the achievement of annual measurable objectives established by the school district; financial management standards; standards of operational excellence; and any additional criteria deemed relevant and mutually agreed to by the board of school directors and the district superintendent from time to time.