

**DIRECTOR OF BUILDINGS AND GROUNDS  
EMPLOYMENT AGREEMENT**

**BETWEEN**

**WARREN COUNTY SCHOOL DISTRICT**

**And**

**NORBERT KENNERKNECHT (“EMPLOYEE”)**

**THIS AGREEMENT**, is made the 26th day of June, 2017, by and between the Warren County School District (herein “District” or “Board”) and Norbert Kennerknecht (herein “Employee”).

**WHEREAS:**

- A. Employee currently serves as the District’s Director of Buildings and Grounds; and
- B. The parties believe it is in their mutual interest to enter into a written contract to outline the scope of duties and terms of employment; and
- C. The parties desire that the terms of this new employment agreement replaces any prior agreement or other arrangement, for the purpose of enhancing their understanding of their relationship and adding stability and continuity to the operation of the District.

**NOW THEREFORE**, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree:

**1. EMPLOYMENT:**

The District hereby employs Employee, and Employee hereby accepts employment, as Director of Buildings and Grounds for the District for the term hereinafter set forth.

**2. TERM.**

The term of this Employment Agreement (“Agreement”) shall commence on July 1, 2017, and shall expire June 30, 2018. This Agreement replaces any prior agreement or arrangement.

This Agreement shall renew automatically for terms of one (1) year subject to such increases in Employee’s compensation as the District determines, unless terminated by either party

upon ninety (90) days written notice prior to the expiration of the initial or successive terms, or as otherwise provided for in this Agreement. Failure to give such notice shall cause this Agreement to renew for a term of one (1) year.

### **3.     RESPONSIBILITIES.**

#### **A.     General Responsibility.**

Employee, as Director of Buildings and Grounds, 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, the Superintendent, Board Policy, and other such laws or regulations as shall be applicable.

#### **B.     Specific Duties.**

The specific duties and responsibilities of Employee shall include, but not be limited to those contained on the attached “Director of Buildings and Grounds Responsibilities” which is subject to change from time to time and additional duties as assigned by the Superintendent.

#### **C.     Work Schedule.**

The position will be a 260-day per year position, with the employee’s precise schedule to be determined by mutual agreement of the Employee and Superintendent.

### **4.     SALARY.**

Employee shall receive an annual salary of \$112,402, minus the necessary lawful deductions, to be paid in accordance with the District’s normal payroll practices. Recommendations for annual increases in salary will be made by the Superintendent to the Board. The amount of any increase will be in the discretion of the Board.

### **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 Director of Buildings and Grounds 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 Director of Buildings and Grounds dental insurance benefits.

**C. Life Insurance.**

The District will provide at no cost to Employee, a term insurance policy of \$100,000.00 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. 403(b) Plan.**

The Parties agree that regardless of any language in his prior employment agreement to the contrary, Employee no longer shall be entitled to reimbursement for the purchase of a disability insurance policy covering any portion of the 2016-2017 fiscal year. Instead, District shall make a non-elective employer contribution in the same amount of \$2,500, into the Employee's Section 403(b) tax-sheltered annuity account for the 2016-2017 year. There shall be no cash option for this benefit. In addition, at the conclusion of the 2017-2018 year and at the conclusion of each renewal term, if any, District shall make a non-elective employer contribution in the amount of \$2,500, into the Employee's Section 403(b) tax-sheltered annuity account for the year then ending. Again, there shall be no cash option for such benefit.

**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 his official capacity as agent and employee of the district, provided the incident arose while Employee was acting, or reasonably believed he was acting, within the scope of his 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. He may be entitled to other retirement benefits described in the District's Act 93 Plan, if he is eligible. Eligibility is defined by the terms of the Act 93 plan, which includes service in PSERS.

**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 his 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, he shall receive time off with no loss of pay. This benefit shall not be available in any action initiated by Employee or in which he has an interest in the outcome.

**J. Vacation.**

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

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 4<sup>th</sup>. If not used, they may not be carried over. Dates will be determined when the calendar is developed.

In the event this Agreement is renewed after its initial or successive terms, up to five (5) vacation days may be rolled over into the next 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 Director of Buildings and Grounds does not notify the Payroll Department of the specific option chosen by June 15<sup>th</sup>, the per diem rate option will be used.

**K. Holidays.**

Employee is entitled to the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	First day of Antlered Deer Season
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. In the event this Agreement is renewed after its initial or successive terms, 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 he satisfies the conditions of membership.

**6. PERFORMANCE REVIEWS AND EVALUATIONS.**

The Superintendent and Employee shall meet to conduct an informal review of Employee's job performance as often as deemed necessary by the Superintendent. At each informal review the Superintendent shall discuss with Employee his various duties and the parties shall endeavor to identify areas of good job performance and areas requiring improvement.

On a semi-annual basis the Superintendent and Employee shall meet to conduct a formal evaluation of Employee's job performance. It shall be the responsibility of Employee to schedule such evaluation with the Superintendent. At each evaluation the parties shall again identify areas of good job performance and areas requiring improvement. A written record of the evaluation shall be maintained in Employee's personnel file. As a result of the evaluation, and as part of that written record, the parties shall also create a continuous improvement plan. Said plan shall identify goals and/or specific items of improvement and, as appropriate, shall establish benchmarks by which to measure such improvement. Subsequent evaluations shall also note progress as to items set forth on the improvement plan. As a part of these written evaluations the parties may also modify or set forth new duties to be addressed by Employee.

At either of the reviews or evaluations, Employee is encouraged to identify areas of improvement, including but not limited to, redundancy elimination, cost cutting, planning goals the like, from which the District might benefit.

**7. FUNCTIONAL REPORTING.**

As a part of his duties Employee shall make such reports and supply information and assistance to the Superintendent or his/her designee, as shall be necessary to comply with the law, to carry out Board Policy, and to carry on the efficient operation of the District. The parties anticipate that there will be mutual understanding between the Director of Buildings and Grounds and the Superintendent (or his/her designee) as to what tasks, reports and information will be necessary in order to accomplish this goal. However, in the event there shall not be a mutual understanding on any matter, the parties agree that it shall be the responsibility of Employee to address the matter to the Board for clarification.

**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. Physical or mental impairment of Employee that extends beyond the period of sick leave provided in paragraph 5 of this Agreement, which makes him unable to perform any essential function of his position despite any reasonable accommodation of the condition; and
- d. Discharge for cause

**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 he will devote his full time, attention, skill and best efforts to his 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 his 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 \_\_\_\_\_ 2017.

WARREN COUNTY SCHOOL DISTRICT

NORBERT KENNERKNECHT

By \_\_\_\_\_  
President

By \_\_\_\_\_

\_\_\_\_\_  
Secretary