

**LAUREL SCHOOL DISTRICT  
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

I. Employment Agreement

This AGREEMENT is made the 14 day of January, 2020 by and between The Laurel School District (“SCHOOL DISTRICT”) and Leonard A. Rich (“RICH” or “SUPERINTENDENT”).

II. Purpose/Recitals

Pursuant to Sections 1071 and 1073 of the Pennsylvania Public School Code (as amended, 24 P.S. (10-7073)), the **LAUREL SCHOOL DISTRICT** has elected **LEONARD A. RICH** as District Superintendent.

A. The parties desire and intend by this agreement to define in writing their respective rights and obligations under such a relationship.

B. Professional Certification

As a condition precedent to this contract, the superintendent shall continue to hold a valid letter of eligibility and certification issued by the Department of Education, Commonwealth of Pennsylvania.

III. Term of Employment

A. Duration

The appointment of the SUPERINTENDENT shall become effective January 15, 2020 and unless sooner terminated in the manner provided below, shall remain in force until June 30, 2023.

B. Services

1. During the existence of this AGREEMENT, the SUPERINTENDENT shall serve the Laurel School District as its Superintendent. In such capacity he shall have general authority and responsibility to take such actions as he deems necessary or desirable for the efficient and economical administration of the affairs of the LAUREL SCHOOL DISTRICT. He shall perform the duties in a competent and professional manner, and in accordance with the laws of the Commonwealth of Pennsylvania and the policies and regulations of the LAUREL SCHOOL DISTRICT.

2. Administration of the instructional program and business affairs of the LAUREL SCHOOL DISTRICT shall be managed by the Superintendent, and all related functions shall be performed by him personally or by his staff under his supervision and direction.

IV. Duties of Superintendent

- A. Attending regular and special meetings of the Board of School Directors of the LAUREL SCHOOL DISTRICT. He shall have a seat on the Board and the right to speak on all matters before the Board, except those meetings and/or those matters pertaining to his own employment, but shall not have the right to vote.
- B. Performing all of the duties imposed upon a District Superintendent by the Public School Code.
- C. Furnishing information and recommendations to the Board on all matters of school finances; school grounds and buildings, equipment, furniture, books and supplies; district personnel and professional employee relations, student discipline; and any other subject within the Board's jurisdiction.
- D. Supervising all other employees of the LAUREL SCHOOL DISTRICT.
- E. Investigating all complaints, criticism, or suggestions made to the Board, and making such disposition or recommendation as may be appropriate.
- F. Other Employment.
  1. The SUPERINTENDENT shall devote his full business time, energy and skill to performance of his duties under this AGREEMENT and to the promotion of the SCHOOL DISTRICT'S interest, notwithstanding the provisions of Section IV (F) (3).
  2. It is the SCHOOL DISTRICT'S intent that the SUPERINTENDENT devotes all of their SUPERINTENDENT'S work effort towards the fulfillment of the SUPERINTENDENT'S obligations under this AGREEMENT.
  3. Notwithstanding the foregoing, the SCHOOL DISTRICT may give consent to the SUPERINTENDENT to be concurrently employed by another LEA.
  4. If the SCHOOL DISTRICT, in its sole and absolute discretion, determines that any of the SUPERINTENDENT'S outside work is

interfering with the performance of his duties as SUPERINTENDENT, then the SCHOOL DISTRICT may direct the SUPERINTENDENT to cease such outside work regardless of any negotiated notice or termination requirements of such outside work.

5. He shall do so as soon as practicably and reasonably able to discontinue the concurrent work no more than 90 days following action by the DISTRICT at a public school board meeting.
  
6. If the SUPERINTENDENT is concurrently employed in an additional full-time position by another LOCAL EDUCATIONAL AGENCY heretofore known as the LEA, then the SUPERINTENDENT agrees to the following:
  - A. The SUPERINTENDENT will receive 75% pro-rated annual salary derived solely from the salary schedule Article VII in this AGREEMENT and not to include any other schedule or salary that may be related to a separate agreement entered into between SUPERINTENDENT and such LEA.
  - B. The SUPERINTENDENT will receive all standard benefits set forth in this AGREEMENT including: sick leave, personal leave, vacation, reimbursement for expenses related to performance of duties as SUPERINTENDENT, life insurance, professional liability insurance, professional dues, tuition reimbursement.
  
7. Notwithstanding action by the District, Section IV (F) (3) regarding concurrent employment shall cease as of the end of business on June 30, 2023.

V. Confidentiality.

The SUPERINTENDENT acknowledges that during the course of his employment he will come into possession of and have access to certain Confidential information of the SCHOOL DISTRICT, including but not limited to: student records, employee records, health records, financial records and other information not otherwise available to the public. The SUPERINTENDENT agrees that he shall not disclose such Confidential Information except as is necessary in the performance of his duties under this Agreement or as required by law. Upon leaving the employment of the SCHOOL DISTRICT, the SUPERINTENDENT shall not retain any Confidential

Information, except that he shall be permitted to retain copies of any material which he created during the course of his employment.

**VI. Reservation of Management Rights**

Nothing contained herein shall be interpreted or construed as a waiver by the SCHOOL DISTRICT of any of its powers, rights, authorities and privileges conferred upon it by law, including without limitation, under the Pennsylvania Public School Code of 1949, as amended (the "SCHOOL CODE") and the SCHOOL DISTRICT hereby reserves and retains all such powers, rights, authorities and privileges.

**VII. Compensation**

**A. Salary**

1. In consideration of the Superintendent's services, the LAUREL SCHOOL DISTRICT shall pay to him an annual salary of:

a. 2019-2020	\$123,000.00 (pro-rated)
b. 2020-2021	\$126,075.00
c. 2021-2022	\$129,227.00
d. 2022-2023	\$132,458.00

2. The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Professional Employees in the School District.

3. During the last two months in each fiscal year of this agreement, the LAUREL SCHOOL DISTRICT shall review and may adjust the Superintendent's annual salary for the next year, provided, however, that such salary shall not be reduced below that which is specified above. Any such adjustment shall be embodied in a duly passed resolution by the Board of School Directors and in a written amendment or addendum to this agreement. It is understood and agreed that in making any such salary adjustment, the LAUREL SCHOOL DISTRICT shall not be deemed to have extended either the term of the Superintendent's election or the expiration date of this agreement.

**B. Bonus**

The giving of a bonus, and the applicable amount thereof, shall be at the sole discretion of the SCHOOL BOARD. Any discretionary bonus given under this section shall be non-PSERS eligible and paid into a 403(b) chosen by the SUPERINTENDENT.

**C. Benefits**

1. Sick Leave

- The DISTRICT will honor any and all accumulated sick leave from the previous contract
- The District Superintendent shall be entitled to 12 sick days annually, including awarding the full allotment for the 2019-2020 school year . Any additional days transferred from the previous employer will be eligible for sick leave but these additional days transferred will not be eligible for severance pay. The Superintendent shall be entitled to transfer those unused sick days which have been accumulated as an administrator in the LAUREL SCHOOL DISTRICT.

2. Personal Leave

The SUPERINTENDENT will be provided 4 personal days per year, including awarding the full allotment for the 2019-2020 school year. Any personal days not used by June 30<sup>th</sup> will be transferred into accrued sick days.

3. Bereavement Leave

The SUPERINTENDENT shall be entitled to a paid leave not to exceed five (5) calendar days within an eight (8) consecutive calendar day period commencing with the date of death for the death of a spouse, child, parent, parent-in-law, sibling, grandparent, grandchild, son-in-law, daughter-in-law, or any person who permanently resided within the SUPERINTENDENT'S household.

4. Jury Duty

If the SUPERINTENDENT is required to serve on jury duty, he shall receive on a daily basis for the period of time of such service, the difference between the per diem salary and his wage as a juror, if the SUPERINTENDENT'S per diem salary exceeds the wage of a juror.

5. Vacation and Holiday

The District Superintendent shall be entitled to 20 vacation days each year, including awarding the full allotment for the 2019-2020 school year. The Superintendent may elect \$500 per each unused vacation day. The Superintendent will receive 9 paid holidays.

- New Year's Day (January 1).
- Good Friday
- Memorial Day (Last Monday in May).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Thanksgiving Day (Fourth Thursday in November).

- Christmas Eve (December 24)
- Christmas Day (December 25).
- New Year's Eve (December 31)

The unused portion of vacation leave shall accumulate from year to year with a maximum of five (5) days of vacation leave available to be carried over into a new school fiscal year and no more than twenty-five (25) days of vacation leave may be accumulated in any year of this Contract. On June 30<sup>th</sup> of each year of this Contract, the District shall pay the District Superintendent the rate of Five Hundred Dollars (\$500.00) per day for each day of unused vacation leave not including the vacation days carried forward into the new school fiscal year

The District Superintendent shall receive twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited in full on January \_\_, 2020 and on July 1, 2020 and on July 1st of each subsequent year of this Contract.

#### 6. Automobile Mileage Reimbursement

The SCHOOL DISTRICT shall reimburse the SUPERINTENDENT for all reasonable expenses incurred by the SUPERINTENDENT in the discharge of his duties, upon proper documentation, in accordance with DISTRICT policy and procedures. The reimbursement for SCHOOL DISTRICT travel shall be at the current reimbursement rate established from time-to-time by the Internal Revenue Service.

#### 7. Expenses related to performance of duties

- a. The LAUREL SCHOOL DISTRICT shall either pay directly on the SUPERINTENDENT'S behalf or reimburse the SUPERINTENDENT for payments made by him for all expenses involved in attending professional conventions, meetings, seminars, and other expenses related to carrying out his responsibilities.
- b. The SUPERINTENDENT shall obtain or keep, and submit to the LAUREL SCHOOL DISTRICT written receipts, vouchers, or accounts of his expenses.

#### 8. Insurance

- a. Life Insurance  
The SUPERINTENDENT will be provided with Term Life Insurance equal to two (2) times his annual salary during the term of this agreement.
- b. Health Insurance

Unless specifically included in this contract, the SUPERINTENDENT shall participate in the fringe benefit program included in the current Administrator Compensation Plan for which the LAUREL SCHOOL DISTRICT may establish for other professional employees while this agreement is in effect. The fringe benefits in effect as of July 1, 2018 shall remain in effect throughout the duration of the SUPERINTENDENT'S contract.

- The DISTRICT will provide an Individual or Family Plan (as applicable) which shall be the same or equivalent to the current Professional Employees' Contract.
- Vision and Dental Plan. The DISTRICT will provide an Individual or Family Plan (as applicable) which shall be the same or equivalent to the current Professional Employees' Contract.

c. Disability Insurance (Income Protection)

The District shall provide for the benefit of the District Superintendent and pay one hundred percent (100%) of the premium costs of a long-term disability insurance plan (income protection). The long-term disability insurance plan will have a ninety day (90) day elimination period, and the plan shall pay a monthly benefit equal to sixty-six and seven-tenths percent (66.7%) of the District Superintendent's gross monthly salary. The benefit period under the long-term disability plan shall be until the District Superintendent reaches the age of Medicare eligibility.

d. Professional/Legal Liability

- To the extent insurance coverage is not available, the DISTRICT agrees that it shall defend, hold harmless and indemnify the SUPERINTENDENT from any and all demands, claims, suits, actions, and legal proceedings brought against the SUPERINTENDENT while in the performance of his duties of the SCHOOL DISTRICT in accordance with the terms, conditions, limitations and exclusions of the Political Subdivision Tort Claims Act. If in the opinion of legal counsel the SCHOOL DISTRICT or counsel to the insurance carrier for the SCHOOL DISTRICT, a conflict exists with regard to providing a defense to the SUPERINTENDENT under the SCHOOL DISTRICT'S insurance policy and the insurance carrier does not provide and assign separate counsel to represent the SUPERINTENDENT, then the SUPERINTENDENT may engage in legal counsel for which the SCHOOL DISTRICT will provide for costs and legal fees .

- The SCHOOL DISTRICT shall purchase legal liability insurance policy which will be subject to the approval of the SUPERINTENDENT, which approval shall not be unreasonably withheld, and which shall define the insured's as including the SUPERINTENDENT. The SUPERINTENDENT'S coverage under such policy shall be subject to the terms, conditions, limitations and exclusions of the policy.

9. Professional Dues

The LAUREL SCHOOL DISTRICT will pay for the local, state, and national dues of professional organizations that the Superintendent joins (limited to four).

10. Tuition Reimbursement

The SUPERINTENDENT shall be entitled to receive tuition reimbursement for all credits earned in seeking an advanced degree or graduate studies in education. Tuition reimbursement shall be paid by the LAUREL SCHOOL DISTRICT upon submission of the grade(s) received for the class(es). The Superintendent must earn an A or B in the class in order to be eligible for reimbursement. In the event the SUPERINTENDENT voluntarily leaves the employment of the LAUREL SCHOOL DISTRICT within 1 year of receiving such tuition reimbursement, the Superintendent will repay all tuition reimbursement received within six (6) months of his termination of employment.

11. Attendance at Professional Conferences

The SCHOOL DISTRICT shall reimburse the SUPERINTENDENT for all costs and expenses actually incurred for membership in Professional Associations and/or attendance at Professional Conferences provided that the SUPERINTENDENT receives the prior approval of the SCHOOL BOARD for such membership and/or attendance, except that conferences sponsored by the Pennsylvania Department of Education or other Commonwealth agencies do not require prior approval and provided further that such reimbursement is in accordance with the SCHOOL DISTRICT'S policies and procedures.

VIII. Performance Assessment/Evaluation

A. The SCHOOL BOARD shall use the evaluation tool entitled PSBA

Superintendent Performance Evaluation Form. The performance indicators in this evaluation tool shall be deemed to be objective performance standards upon which the assessment shall be based in accordance with section 1073.1 of the School Code, 24 P.S. 10-1073.1



- B. The performance indicators will be as follows:
1. Student Growth and Achievement
  2. Organizational Leadership
  3. District Operations and Financial Management
  4. Communication and Community Relations
  5. Human Resource Management
  6. Professionalism
- C. Each performance indicator will be evaluated on a 4 point scale.
1. Each indicator rated distinguished shall be given a 4.
  2. Each indicator rated proficient shall be given a 3.
  3. Each indicator rated needs improvement shall be given a 2.
  4. Each indicator rated failing shall be given a 1.
- D. The SCHOOL DISTRICT President shall distribute the evaluation tool to each member of the SCHOOL BOARD no later than April 30 each school year of this AGREEMENT and any extension hereof.
- E. The SCHOOL BOARD shall evaluate the SUPERINTENDENT'S performance in writing no later than June 30<sup>th</sup> of each school year of this AGREEMENT.
1. The SCHOOL BOARD shall meet in executive session to discuss the SUPERINTENDENT'S performance evaluation tool and shall reach a decision as to the SCHOOL BOARD'S evaluation and rating of the SUPERINTENDENT'S performance under each standard set forth in the evaluation tool.
  2. The SCHOOL BOARD shall adhere to the following scale when evaluating each performance standard as well as the cumulative evaluation. These calculations parallel standards from PDE 82-1 and 82-2.
    - a. Distinguished            3.32-4.0
    - b. Proficient                2.0-3.31
    - c. Needs Improvement    0.64-1.99
    - d. Failing                    0-0.63
  3. The SCHOOL DISTRICT President will tally individual results and create a composite score for each performance standard.
  4. The SCHOOL BOARD shall set forth in writing its final performance evaluation reached by the SCHOOL BOARD.
  5. The SUPERINTENDENT shall be permitted to review individual reviews of each SCHOOL BOARD DIRECTOR as well as the cumulative rating and summary. Review does not necessarily mean agreement.

6. The SCHOOL BOARD shall approve the performance evaluation summary at a public meeting following the conclusion of each school year preferably in July during the term hereof. This form shall be posted on the SCHOOL DISTRICT'S website.

IX. Post-Employment Benefits.

Provided that the SUPERINTENDENT'S separation from employment is by death, mutual consent or retirement as set herein the SCHOOL DISTRICT shall provide the following post-employment benefits to the SUPERINTENDENT. Retirement shall be acknowledged wherein SUPERINTENDENT (a) provides an irrevocable written notification of retirement by (i) May 1<sup>st</sup> of the school year of retirement or (ii) 60 days prior to the date of the intended retirement, whichever notice period is greater; (b) retires from the Pennsylvania School Employees Retirement System and (c) is not otherwise in breach of this AGREEMENT.

A. Accrued Vacation Days.

1. Vacation days earned and accrued, but not used as of the last day of employment, shall be paid at the per diem rate up to a maximum of 25 days said payment shall be made upon termination of this agreement.
2. The per diem rate shall be calculated by dividing the retirement fiscal year salary by 240.
3. The payment will be made into a 403(b) chosen by the SUPERINTENDENT.

B. Accrued Sick Days

1. Sick days earned and accrued prior to July 1, 2016, but not used as of the last day of employment, shall be paid at the rate of \$50.00 per day, not to exceed \$5,000.00, said payment shall be made upon termination of this agreement.
2. Upon either retirement or the death of the SUPERINTENDENT, the SUPERINTENDENT or the Decedent's estate, as the case may be, will be paid three hundred dollars (\$300.00) for each unused sick day earned and accrued but not used from July 1, 2016 said payment shall be made upon termination of this agreement.
3. For the purposes of calculation, all days accrued prior to July 1, 2016 will be used before any days accrued on or after July 1, 2016.
4. The payment will be made into a 403(b) chosen by the SUPERINTENDENT.

C. Medical Insurance Coverage

Upon retirement, the Superintendent shall receive health care benefits equal to or the same as the plan Professional Employees' Contract. This shall be paid by the LAUREL SCHOOL DISTRICT until the Superintendent reaches eligibility for another governmental health care program.

**X. Re-appointment**

- A. 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.
- B. The SCHOOL BOARD shall provide the SUPERINTENDENT with periodic opportunities to discuss SUPERINTENDENT/BOARD relationships and shall inform him at least annually of any inadequacies perceived by the SCHOOL BOARD. If, at any time, the SCHOOL BOARD decides that it does not desire to renew the contract of the SUPERINTENDENT for another term, the SCHOOL DISTRICT shall notify the SUPERINTENDENT in writing by certified mail, at least one hundred twenty (120) days prior to the expiration date of his term of office. Should the SUPERINTENDENT not be so notified, he shall be reappointed at the next regular business SCHOOL BOARD meeting following the first day of the final year of this AGREEMENT for a new term equal to the term herein provided. The terms and conditions of this AGREEMENT shall be incorporated into a successor AGREEMENT unless mutually agreed otherwise by the SCHOOL DISTRICT and the SUPERINTENDENT.

**XI. Termination of Employment**

**A. End of Term**

This AGREEMENT shall terminate at the end of the term or, (a) upon the death of the SUPERINTENDENT; (b) in the event the SUPERINTENDENT becomes permanently disabled, physically or mentally, from performing the services expected of him, such disability to be medically determined; (c) upon the removal of the SUPERINTENDENT from office, according to Board Policy 302; or (d) upon the resignation of the Superintendent; whichever first occurs.

**B. Discharge**

Throughout the term of this AGREEMENT, the SUPERINTENDENT shall be subject to discharge for valid and just cause for the reasons specified in Section 1080 of the Public School Code of the Commonwealth of Pennsylvania. The SCHOOL BOARD shall not arbitrarily or capriciously call for his dismissal and the SUPERINTENDENT shall in any event have the right to written charges, notice of hearing and fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the SCHOOL BOARD, the SUPERINTENDENT shall have the right to be present and to be heard, to be represented by counsel, and to present witnesses and testimony relevant to the

issue. A transcript of the record of proceedings before the Board shall be made available without charge to the SUPERINTENDENT in the event an appeal is taken by the SUPERINTENDENT, who shall have the right to be represented by counsel at his sole cost and expenses. Provided, however, should the SUPERINTENDENT prevail in any hearing or appeal, he may be reimbursed for all reasonable legal fees incurred in any action as directed by a competent court of law.

**C. Resignation or Mutual Separation**

The SUPERINTENDENT may resign at any time provided he gives the SCHOOL BOARD at least one-hundred and twenty (120) days written notice prior to the effective date of the resignation. The SUPERINTENDENT and SCHOOL BOARD may agree to mutually terminate this AGREEMENT at any time by a writing signed by the SUPERINTENDENT and approved of by the SCHOOL BOARD and executed by an authorized officer of the said SCHOOL BOARD.

**XII. Modification**

Notwithstanding any term or provision herein or elsewhere, oral or in writing, this AGREEMENT shall not be modified except in a writing signed by the SUPERINTENDENT and approved of by the SCHOOL BOARD and executed by an authorized officer of the said SCHOOL BOARD.

**XIII. Savings Clause**

If during the term of this contract it is found that a specific clause of the contract is illegal in Federal or State Law, the remainder of the contract not affected by such a ruling shall remain in force.

**XIV. Obligations by Operation of Law**

This AGREEMENT shall be binding upon and shall inure to the benefit of the parties, their successors or assigns.

**XV. Law**

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**XVI. Miscellaneous Provisions**

**A. Covenants**

The Superintendent covenants to the LAUREL SCHOOL DISTRICT that:

1. He shall devote his full working time to, and exercise his best efforts in the performance of, his duties as District Superintendent, notwithstanding the provisions of Section IV (F) (3).
2. He shall neither solicit nor accept any compensation for services rendered in connection with the public schools under his jurisdiction, except the

compensation provided for in this agreement and any written amendments or addenda hereto.

3. He is not now and shall not become an agent for or in any way financially interested in the sale or adoption of any book(s) or supplies in the LAUREL SCHOOL DISTRICT.
4. His conduct in office shall conform to the codes of Ethics adopted by the American Association of School Administrators and the Pennsylvania Association of School Administrators. In addition, the SCHOOL DISTRICT intends to establish a Code of Conduct and a district-wide Social Media Policy, once established the SUPERINTENDENT shall be bound by the same.

IN WITNESS WHEREOF and intended to be legally bound thereby, the parties have caused this AGREEMENT to be duly executed the day and year below written.

Approved this 14 day of January, 2020.

WITNESS:

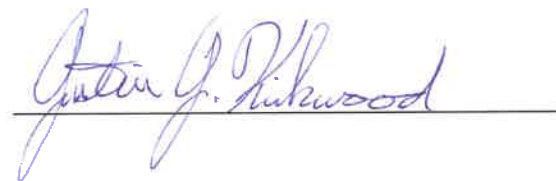


Laurel Business Manager



President  
Laurel Board of School Directors

WITNESS:



Superintendent  
Laurel School District

An Equal Rights and Opportunities School District