

**SHARPSVILLE AREA SCHOOL DISTRICT**  
**Regular Meeting - Reconvened**  
**May 24, 2021**

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The May 17, 2021 recessed meeting of the Sharpsville Area School Board was reconvened on Monday, May 24, 2021 at 7:00 p.m. in the Cafeteria at the Sharpsville Area Elementary School with President Jerry Trontel presiding. The following members were present: Ron Barnes, Darla Grandy, Nicholas Hanahan, Michael Lenzi, Janice Raykie, Tabitha Smith, Mary Sternthal, Joseph Toth, and Jerry Trontel.

Also present were Superintendent John Vannoy, and Business Manager/Board Secretary Jaime Roberts. Guests participated virtually.

**NEW BOARD MEMBER**

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Mr. Trontel announced that Mrs. Tabitha Smith was administered the oath of office on May 20, 2021 and that document will be attached to these minutes.

**EXECUTIVE SESSION**

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Mr. Trontel announced that the Board will recess to Executive Session for personnel reasons.

*The meeting recessed at 7:04 p.m.*

*The meeting reconvened at 7:18 p.m.*

**NEGOTIATIONS REPORT**

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Chairperson Ron Barnes recommended the following action:

**AFSCME TENTATIVE AGREEMENT**

There was a motion by Mr. Barnes, seconded by Mrs. Raykie, to approve the tentative agreement with AFSCME for a successor Collective Bargaining Agreement to run from July 1, 2020 through Jun 30, 2023, the same being attached to and a part of these minutes.

Roll Call Vote:	Barnes	Yes
	Grandy	Yes
	Hanahan	Yes
	Lenzi	Yes
	Raykie	Yes
	Smith	Yes
	Sternthal	No
	Toth	Yes
	Trontel	Yes

Motion Carried.

### **SUPERINTENDENT CONTRACT**

There was a motion by Mr. Barnes, seconded by Mr. Hanahan, to approve the Superintendent Contract from July 1, 2021 to June 30, 2024 with an optional term extension through June 30, 2026, the same being attached to and a part of these minutes.

Roll Call Vote:	Barnes	Yes
	Grandy	Yes
	Hanahan	Yes
	Lenzi	Yes
	Raykie	Yes
	Smith	Yes
	Sternthal	Yes
	Toth	Yes
	Trontel	Yes

Motion Carried.

### **ADJOURNMENT**

There was a motion by Mrs. Raykie, seconded by Mr. Lenzi, to adjourn the meeting.

Motion Carried.

The meeting adjourned at 7:22 p.m.

  
Jaime L. Roberts, Board Secretary

# BOARD OF SCHOOL DIRECTORS OF THE SHARPSVILLE AREA SCHOOL DISTRICT

## OATH OF OFFICE AS SCHOOL DIRECTOR

I, Tabitha Smith, do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity.

Date: 5/20/2021

Tabitha Smith  
Signature

### Certificate of Temporary President or other authorized official administering the oath (Revised Uniform Law on Notarial Acts, 57 Pa.C.S. § 315)

State of Pennsylvania }  
County of Mercer }

On this date, May 20, 2021, in accordance with Section 321 of the Public School Code of 1949, I administered the foregoing oath of office to the person whose name and signature appear above, who appeared before me in person, who was known to me (or satisfactorily proven) to be such person, and whose signature subscribing to this oath I witnessed, all immediately preceding the issuance of this certificate.

Name of Person Administering Oath (print): Darlene Cheney

Title: NOTARY PUBLIC

Signature of Person Administering Oath: Darlene Cheney

My commission expires: August 15, 2023

[Expiration date of commission is required only if the oath was administered by a notary public]

Commonwealth of Pennsylvania-Notary Seal  
Darlene Cheney, Notary Public  
Mercer County  
My Commission Expires August 15, 2023  
Commission Number 1200327

\* It is recommended that this form be appended to the minutes of the meeting at which the oath was administered, or at which the certificate was presented if the oath was taken at another time. An explanation of applicable provisions of law is provided on the reverse side of this certificate.

## ***Explanation of Applicable Provisions of Law***

*Section 321 of the School Code requires that a school director “shall take and subscribe to” the oath of office, the prescribed wording of which is set forth in Section 321. 24 P.S. § 3-321. “Subscribe” means to place a signature on a document. This certificate form was developed by PSBA for this purpose because no other specific official form has been designated.*

*Section 402 of the School Code empowers the Temporary President at the annual organization meeting of a school board to administer the oath of office to school directors who have not already been sworn. 24 P.S. § 4-402.*

*It is not necessary for a newly elected or re-elected school director to wait until the organization meeting to take the oath of office, and the oath can be administered at any time after the individual receives the certificate of election from the county by any official having the general power to administer oaths. Such officials include judges or other judicial officers, clerks of court, designated staff of the county prothonotary, and commissioned notaries public. 42 Pa.C.S. § 327; 42 Pa.C.S. § 2737; 57 P.S. § 162; 57 Pa.C.S. § 310.*

*If a newly elected or re-elected school director fails to take the oath of office within ten days after the beginning of the term of office (first Monday of December following the election), the school board can declare the seat vacant and appoint a replacement. 24 P.S. § 3-319.*

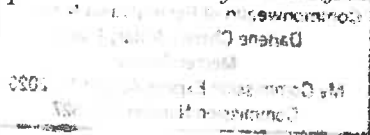
*Although the lower part of the form, to be completed by the Temporary President or other person administering the oath, is not required by any law in effect prior to January 1, 2017, it is recommended as good practice in order to document that the oath was administered by someone empowered to do so, and because completion of the lower part of the form will be required by law in the near future as explained below.*

*Act 73 of 2013 adopted the Revised Uniform Law on Notarial Acts (RULONA) for Pennsylvania, but specified that the new law would not go into effect until six months after the Pennsylvania Department of State publishes notice that certain training resources for notaries public have been made available. Such notice had not yet been published as of mid-December 2016.*

*Under RULONA, any person administering an oath will be acting as a “notarial officer” performing a “notarial act”, even if not a commissioned notary public. 57 Pa.C.S. § 302. RULONA requires notarial officers to sign and issue a certificate documenting each notarial act performed. 57 Pa.C.S. § 315.*

*Accordingly, RULONA eventually will require any person administering an oath of office to sign and issue a certificate of doing so for each person to whom the oath is administered, including when the Temporary President does so at a school board’s annual organization meeting. The lower portion of this oath certificate form is designed to satisfy the requirements of RULONA.*

*When the oath is administered at times other than the annual organization meeting in December, there is no authority for a Temporary President of a school board to administer the oath, and another official with such power is needed for that function.*



May 11, 2021  
Sharpville Area School District and AFSCME  
TENTATIVE AGREEMENT

1. **Term of the Agreement:** Three (3) year Agreement: July 1, 2020 to June 30, 2023.
2. **Article III - Union Activity:** The District agrees to the Union's language proposal (Attached), provided the language is modified to state that the access will occur outside scheduled orientation events.
3. **Article IV - Membership and Dues Deduction:** The District agrees to the Union's language proposal (Attached).
4. **Article XIX - Wages:** For all employees across the board, the District shall pay wage increases of 2% in the second and third years of the Agreement. For 2020-2021, the rates of pay from 2019-2020 shall remain in place for all employees.

Fiscal Year	2019-20	2020-21	2021-22	2022-23
Increases		0.0%	2.0%	2.0%
Aides	\$17.74	\$17.74	\$18.09	\$18.44
Assistant Cook	\$17.34	\$17.34	\$17.69	\$18.04
General Worker	\$16.00	\$16.00	\$16.32	\$16.64
Cleaning	\$17.58	\$17.58	\$17.93	\$18.28
Custodian	\$21.95	\$21.95	\$22.39	\$22.83
Nurse Technician	\$26.16	\$26.16	\$26.68	\$27.20
Secretarial - Level 1	\$20.46	\$20.46	\$20.87	\$21.28
Secretarial - Level 2	\$18.27	\$18.27	\$18.64	\$19.01

5. **Cafeteria Employees:** The cafeteria shall not be outsourced and there shall be no change in the status of the cafeteria employees.

6. **Article XVII - Insurance, Hospitalization:**

a. For the full-time employees who are entitled to receive health insurance, the parties agree that the plan to be offered as of January 1, 2022 will be a Qualified High Deductible Health Plan (QHDHP) with similar plan design as the plan presently in place for the District's confidential secretaries. (An overview of the QHDHP with services and benefits is attached.)

b. The District shall establish an IRS-compliant Health Savings Account (HSA) for each employee eligible to receive coverage under the QHDHP, with the HSA funded by the District in the following amounts:

60% of the applicable deductible in Year #2 (calendar year 2022)  
30% of the applicable deductible in Year #3 (calendar year 2023)

c. The parties agree that the premium contribution for employees for the QHDHP be set at 3.75% (.0375) of the applicable monthly premium over the life of the Agreement. For 2020-2021, this would result in the following monthly contributions to the QHDHP:



Individual	\$19.94 per month
Parent/child(ren)	\$49.53 per month
Husband/Wife	\$55.57 per month
Family	\$58.45 per month

7. **Article XVIII - Retirement Payment:** Section 4 shall remain unchanged.

Apart from the above-described changes the provisions of the 2015-2020 Agreement remain in place unchanged.

AFSCME, AFL-CIO, LOCAL 633

SHARPSVILLE AREA SCHOOL DISTRICT

By  *Renice* 13 MAY 2021 By 

**ARTICLE 3 - UNION ACTIVITY - New Proposed Language**

Add new section 3. NEW EMPLOYEE ORIENTATION. The Union shall be given the opportunity to access new Employees during the Sharpsville Area School District orientation process with approval of Management.

Delete and fair share/agency fee or traditional maintenance of membership language. Replace or modify existing dues deduction language to read as follows:

ARTICLE 4  
MEMBERSHIP AND DUES DEDUCTION

Section 1. The Employer shall inform new, transferred, promoted or demoted Employees in the bargaining unit that the Union is the exclusive representative. The Employer shall provide Employees with Union membership and dues deduction materials. The Union shall furnish the Employer with sufficient copies of membership and dues deduction materials.

Section 2. The Employer agrees to deduct an amount equal to the Union dues and assessments, if any, from the pay of those Employees who individually request in writing that such deductions be made. Such requests shall be made on a Union payroll deduction authorization card, which the employer will implement in a timely manner upon receipt. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deduction of Employees shall be remitted together with an itemized statement, to the American Federation of State, County and Municipal Employees council 13, 4031 Executive Park Drive, Harrisburg, PA 17111-1599 within seven days of the Employees' biweekly pay date.

Section 3. The Employee's dues deduction authorization shall remain in effect until expressly revoked in writing by the Employee in accordance with the terms of the Authorization. When it is determined by the Union that an Employee's payroll dues deductions should cease, the Union shall be responsible for notifying the Employer in writing. The Employer shall rely on the information provided by the Union to cancel or change authorizations.

Section 4. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.



# Sharpsville Area School District Active Support Staff Contracts

## Overview of Proposed PPOBlue Qualified High Deductible Health Plan

BENEFIT	Proposed PPOBlue Qualified HDHP Non-Grandfathered	
	In-Network Care <sup>3</sup>	Out-of-Network Care <sup>1,2</sup>
<b>Policy Provisions</b>		
Benefit Period	12 month period begins with plan implementation date	
Benefit Period Deductible <sup>4</sup> (Employee Only Plan / Family Plan)	\$1,500 / \$3,000 Applies to Medical and Prescription Drug Benefits	
Co-Insurance (The Plan Pays:)	100% after deductible	80% after deductible
Annual Out-of-Pocket Maximum (Employee Only Plan / Family Plan)	Not Applicable <i>Does not apply when the in-network co-insurance is 100% after deductible</i>	\$1,500 / \$3,000 <sup>4</sup> (not including deductibles) (not including balance billing)
Total Maximum Out-of-Pocket (Employee Only Plan / Family Plan) (Includes medical & prescription drug deductible, coinsurance, & copays) <sup>4</sup>	\$1,500 / \$3,000	Not Applicable
Lifetime Maximum Per Person	Unlimited	
Dependent Eligibility	Dependents To Age 26	
Precertification Requirements	Yes (provider responsibility)	Yes <sup>2</sup>
<b>Preventive Care Services</b>		
Routine Physical Exams (adult & pediatric)	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including PAP Test	100% (deductible does not apply)	80% (deductible does not apply)
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Childhood Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms - Routine	100% (deductible does not apply)	80% after deductible
Colorectal Cancer Screening - Routine	100% (deductible does not apply)	80% after deductible
<b>Hospital / Physician Services</b>		
Physician Office Visits	100% after deductible	80% after deductible
Specialist Office Visits	100% after deductible	80% after deductible
Maternity Care (facility & professional)	100% after deductible	80% after deductible
Inpatient Hospital Services	100% after deductible	80% after deductible
Outpatient Hospital Services	100% after deductible	80% after deductible
Medical/Surgical Services (except office visits)	100% after deductible	80% after deductible
Diagnostic Services Advanced Imaging (MRI, CAT Scan, PET Scan, etc)	100% after deductible	80% after deductible
Basic Diagnostic Services (Standard Imaging, Diagnostic Medical, Lab/Pathology, Allergy Testing)	100% after deductible	80% after deductible
Mammograms - Medically Necessary	100% after deductible	80% after deductible
Colorectal Cancer Screening - Medically Necessary	100% after deductible	80% after deductible
Allergy Extracts	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
<b>Emergency Services</b>		
Emergency Room Services <sup>7</sup>	100% after deductible	
Ambulance	100% after deductible	80% after deductible
<b>Therapy Services</b>		
Spinal Manipulation Services	100% after deductible	80% after deductible
Physical Therapy Services	100% after deductible	80% after deductible
Speech & Occupational Therapy Services	100% after deductible	80% after deductible
Cardiac Rehabilitation, Chemotherapy, & Dialysis Treatment	100% after deductible	80% after deductible
Infusion & Radiation Therapy Services	100% after deductible	80% after deductible
Respiratory Therapy Services	100% after deductible	80% after deductible

Confidential and Proprietary Information  
October 2020

# Sharpville Area School District Active Support Staff Contracts

## Overview of Proposed PPOBlue Qualified High Deductible Health Plan

BENEFIT	Proposed PPOBlue Qualified HDHP Non-Grandfathered	
	In-Network Care <sup>1</sup>	Out-of-Network Care <sup>1,2</sup>
<b>Behavioral Health Services</b>		
Mental Health - Inpatient	100% after deductible	80% after deductible
Mental Health - Outpatient	100% after deductible	80% after deductible
Substance Abuse - Inpatient Detoxification	100% after deductible	80% after deductible
Substance Abuse - Inpatient Rehabilitation	100% after deductible	80% after deductible
Substance Abuse - Outpatient Rehabilitation	100% after deductible	80% after deductible
<b>Other Services</b>		
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Durable Medical Equipment	100% after deductible	80% after deductible
Enteral Formulae	100% after deductible	80% after deductible
Home Infusion Therapy	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Hospice Care	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment <sup>3</sup>	100% after deductible	80% after deductible
Orthotics	100% after deductible	80% after deductible
Pediatric Extended Care Services	100% after deductible	80% after deductible
<i>Combined Limit: 100 days per benefit period</i>		
Private Duty Nursing	100% after deductible	80% after deductible
Prosthetics	100% after deductible	80% after deductible
Skilled Nursing Facility	100% after deductible	80% after deductible
<b>Prescription Drugs</b>		
Prescription Drug (retail)	100% after deductible <sup>4</sup>	
	Up to a 31 day supply	
	National Plus <sup>5</sup> Pharmacy Network	
Prescription Drug (mail)	Open Formulary with Soft Mandatory Generic Provision <sup>6,7</sup>	
	100% after deductible <sup>4</sup>	
	Up to a 90 day supply	
	Open Formulary with Soft Mandatory Generic Provision <sup>6,7</sup>	

<sup>1</sup> You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

<sup>2</sup> Precertification may be required for services rendered by out-of-network providers.

<sup>3</sup> Deductible levels are determined by the IRS and are subject to change.

<sup>4</sup> Non-participating providers or those who are not in the Highmark network can bill members for the difference between the amount that the non-participating provider bills and the payment Highmark will make for the covered services that are performed by the non-participating provider. This is referred to as balance billing and the member's liability is not limited by the health plan. Balance billing liabilities are above and beyond the out-of-pocket maximum listed on this benefit grid.

<sup>5</sup> The in-network total maximum out-of-pocket as mandated by the federal government must include medical and prescription drug deductible, coinsurance, & copays. If you are enrolled as an individual, the deductible, and Total Maximum Out-of-Pocket for the "Employee Only" plan apply. If you are enrolled in a "Family" plan, the entire family deductible and Total Maximum Out-of-Pocket apply.

<sup>6</sup> HMS must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs incurred.

<sup>7</sup> Emergency service is any health care service provided to a member after the sudden onset of a medical condition that manifests itself by acute symptoms of sufficient severity or severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: a) placing the health of the member, or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy; b) serious impairment to bodily functions; or c) serious dysfunction of any bodily organ or part.

<sup>8</sup> Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

<sup>9</sup> At a retail or mail order pharmacy, if your deductible has not been met, you pay the entire cost for your prescription drug at the discounted rate Highmark has negotiated. The eligible amount you paid for your prescription will be applied to your deductible.

<sup>10</sup> Under the Soft Mandatory Generic Provision, the member is responsible for the payment differential when a generic drug is available and the patient elects to purchase a brand name drug. The member payment is the price difference between the generic and the brand name, in addition to copayment or coinsurance amounts which apply.

**SHARPSVILLE AREA SCHOOL DISTRICT  
CONTRACT FOR DISTRICT SUPERINTENDENT**

**THIS AGREEMENT** is made and entered this 24th day of May, 2021, having an effective date of July 1, 2021, by and between the Board of School Directors of the Sharpsville Area School District with offices located at 1Blue Devil Way, Sharpsville, Pennsylvania, 16150 (hereinafter referred to as “**District**”)

And

John P. Vannoy, an adult individual (hereinafter referred to as “**John P. Vannoy**” or “**Superintendent**”).

**WHEREAS**, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly convened on the 24th day of May, 2021, in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania’s Public School Code of 1949, as amended (hereinafter referred to as “**Public School Code**”) did re-elect John P. Vannoy to the office of District Superintendent for the District in accordance with the provisions of the School Code.

**WHEREAS**, the Board, in the consideration of the promises herein contained, hereby employs John P. Vannoy as Superintendent of Schools of the Sharpsville Area School District and John P. Vannoy hereby accepts said employment.

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

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

**1. TERM**

A. This Agreement shall be for a term of three (3) years commencing on July 1, 2021 and ending June 30, 2024.

B. **Optional term extension:** The District gives and grants to the Superintendent, the sole, exclusive and irrevocable right and option to extend the term of this Agreement for an additional two (2) year period, commencing on July 1, 2024 and ending June 30, 2026. The Superintendent must exercise this option by giving written notice to the President of the District Board of Directors before January 1, 2024 (“**Option Period**”). The Option Period referred to shall commence on the effective date of this Agreement and expire at 12:01 a.m. on the 1<sup>st</sup> day of January, 2024. Upon the Superintendent’s written exercise of the Option, the term of this Agreement shall extend for an additional two (2) year period commencing on July 1, 2024 and ending June 30, 2026, and become a binding addendum to this Agreement, enforceable at law or in equity under the same terms and provisions with the exception of the base annual salary set forth in Paragraph 5(B) below.

- C. This Agreement shall terminate immediately upon the expiration of its term unless allowed to automatically renew as provided by Section 1073(b) of the Public School Code, as amended; provided, however, that the requirement of Board action at least ninety (90) days prior to the expiration date of the term of office as specified in Section 1073(b) is increased to one hundred eighty (180) days. Any renewal or extension of the Superintendent's term beyond the term of this Agreement shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended, either through the automatic renewal described above or the execution of a new contract.
- D. All references in this Agreement to "Contract Year" shall mean the period of time from July 1<sup>st</sup> to the following June 30<sup>th</sup>. The compensation and other terms and conditions of this contract will commence upon the actual assumption of duties by the Superintendent.

## **2. PROFESSIONAL CERTIFICATION**

The Superintendent covenants that the Superintendent possesses all of the qualifications that are required by law to serve as the District Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. The Superintendent further agrees to subscribe to and take a proper oath of office before entering upon the Superintendent's duties. In the event the District Superintendent does not possess all qualifications for or is not issued a commission because he does not possess all necessary qualifications for a Commission, this Agreement shall be void and of no effect.

## **3. DUTIES AND RESPONSIBILITIES OF EMPLOYMENT**

- A. The Superintendent is responsible for the administration of the schools under the direction of the Board of School Directors, and in compliance with all the requirements of Board policy and the School Code. Superintendent is also responsible for all duties specifically enumerated in the job description on **Schedule "A"** attached hereto and incorporated herein by reference. The Superintendent shall recommend, administer and enforce the policies and programs of the Board of School Directors. No duties will be performed that conflict with Board policy.
- 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 or his designee(s) shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting (at the option of the Board) those executive sessions relating to his own employment or his performance evaluation, and shall serve as advisor to the Board and its committees in all matters affecting the District, and he will keep the Board apprised of significant administrative actions taken on its behalf. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study, disposition, or recommendation as appropriate. Primarily, official contacts between Board members and the staff of the District shall be through the Superintendent as the initial point-of-contact. This is to ensure effective communication and governance within the organizational chain-of-

command. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board Members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board Policy or directed by the Board.

#### **4. SUPERINTENDENT EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS**

- A. The Board shall evaluate the Superintendent annually, in accordance with Pennsylvania law and in accordance with all applicable statutes, regulations and Board policy relating to the Superintendent evaluation. The evaluation instrument will be developed by the Board in consultation with the Superintendent (it is herein recommended that the PSBA evaluation tool be used in whole or substantial part). Each annual evaluation shall be in writing and will take place no later than August 1<sup>st</sup> following the conclusion of the Contract Year at issue, using a mutually agreed upon method as a basis for the evaluation, provided that any assessment system selected shall require the Board of School Directors to reach a consensus on the Superintendent's performance in every area of the evaluation rather than "averaging" the feedback of the individual members of the Board. Any adjustment in salary resulting from the annual evaluation as set forth in the "Salary" provision herein below, shall be retroactively implemented to July 1 of the then current Contract Year. In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The date of the assessment and whether or not the Superintendent has met the agreed upon objective performance standards will be posted on the District's website. The Superintendent's performance shall be deemed satisfactory and the Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.
- B. The performance of the District Superintendent shall be assessed by the Board against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards:

Student Growth and Achievement: Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to achievement and growth on PDE-required assessments including, but not limited to, PSSA, PVAAS, Keystone Exam and other locally determined measures.

Organizational Leadership: Superintendent works collaboratively with the Board to develop a vision of the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

District Operations and Financial Management: Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

Communication and Community Relations: Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

Human Resource Management: Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

Professionalism: Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the Sharpsville community. Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

- C. The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board of School Directors. Modifications may be made by the Board of School Directors, as agreed upon by the Superintendent, to address the current nature of challenges, issues and need facing the District.
- D. The performance assessment shall be used for the following purposes: To strengthen the working relationship between the Board and the Superintendent; to clarify for the Superintendent and individual members of the Board the responsibilities the Board relies on the Superintendent to fulfill; To discuss and establish goals and/or objective performance standards for the ensuing year; and to establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

## **5. BASE SALARY**

- A. For all services rendered by the Superintendent under this Agreement, the District shall compensate the Superintendent at an annual base salary in each Contract Year as follows:

\$ 130,000.00 – Salary – July 1, 2021 through June 30, 2022

\$ 132,600.00 – Salary – July 1, 2022 through June 30, 2023

\$ 135,252.00 – Salary – July 1, 2023 through June 30, 2024

- B. If the two (2) year term extension option is exercised by the Superintendent as provided in Paragraph 1(B) above:

\$ 137,957.00 – Salary – July 1, 2024 through June 30, 2025

\$ 140,716.00 – Salary – July 1, 2025 through June 30, 2026

- C. The annual salary shall be paid in equal installments in accordance with the policy of the District governing payment of professional staff members employed on a twelve (12) month basis. In the event the Superintendent receives an unsatisfactory annual performance evaluation, there shall be no increase in annual base salary the following school year (this provision does not waive any other possible actions available to the District).
- D. All payments specified above shall be subject to applicable federal, state, and local tax withholdings and other lawful and authorized deductions.

## **6. FRINGE BENEFITS**

The Superintendent shall also be entitled to all the fringe benefits detailed in **Exhibit “B”** attached hereto and incorporated herein by reference. All compensation and benefits are outlined exclusively in this Agreement.

## **7. OUTSIDE WORK**

The Superintendent agrees to devote his full time attention, energy, skills, and labor to his employment as District Superintendent during the term of this agreement. The Superintendent is permitted to engage in other consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board is informed beforehand, and approves the activity. These activities shall not interfere with the Superintendent’s duties under this agreement. The Superintendent may receive and retain appropriate remuneration associated with those activities so approved by the District.

## **8. NEGOTIATED EARLY SEVERANCE OPTIONS**

By mutual consent, the Board and Superintendent may negotiate a severance of the Superintendent’s employment prior to the expiration of the term of this Agreement. In such event, the Board shall pay to the Superintendent in accordance with the following;

- (i) if the negotiated agreement takes effect two (2) years or more prior to the end of the specified contract term, a severance equivalent to one (1) year’s compensation and benefits otherwise due under the contract on a prorated basis equal to the number of days’ service performed by the Superintendent in the service of the District during that fiscal year.
- (ii) if the negotiated agreement takes effect less than two (2) years prior to the end of the specified contract term, a severance equivalent to one-half of the total compensation and benefits due under the contract on a prorated basis equal to the

number of days' service performed by the Superintendent in the service of the District.

- (iii) in the event such a negotiated severance, any cash sums would be paid not later than 60 days after the date of execution of an appropriate mutual release of all claims by each party; provided, however, Superintendent's insurance coverage would continue in place for ninety (90) days thereafter.

## **9. TERMINATION**

Throughout the term of this contract, the Superintendent shall be subject to discharge for valid cause specified in Section 1080 of the Public School Code of the Commonwealth of Pennsylvania. In the event the Superintendent is discharged from employment, this contract shall be immediately terminated, with no additional benefits provided. However, the Board shall not arbitrarily or capriciously call for the Superintendent's dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, 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 Board, the Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available to the Superintendent. The Superintendent shall have the right to be represented by counsel at his/her sole cost and expense.

## **10. INVESTIGATION BY THE BOARD**

In the event that the Board directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall, prior to the commencement of any formal proceedings against him be (i) granted access to all non-privileged documents accumulated in the course of such an investigation and; (ii) granted the opportunity to respond, orally or in writing, to any evidentiary documents or findings derived from such an investigation. Any investigation undertaken by the Board shall be completed in private without public disclosure by the Board or Superintendent of the commencement or progress of the same, to the extent permitted by law.

## **11. EARLY RELEASE**

In the event the Superintendent desires to terminate this Agreement:

- (1) such termination shall occur only at the conclusion of the school year in which notice is received unless this provision is waived by the Board of School Directors in its sole and absolute discretion; and
- (2) written notice shall be given as soon as possible but in no event less than ninety (90) days prior to the conclusion of the school year.



## **12. PROFESSIONAL LIABILITY**

The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by third parties in his official capacity as an employee of the district, provided the incident arose while the Superintendent was acting within the scope of his employment.

The District shall provide liability and professional errors and omissions coverage for the District Superintendent for all third party claims arising from the lawful carrying out of his duties for the District. Such coverage shall be in amounts at least sufficient to fulfill the requirements of the Pennsylvania Political Subdivision Tort Claims Act.

In accordance with 42 Pa.C.S. § 8547, in any situation where the legal counsel provided by the local agency determines that the interests of the Superintendent and the Board conflict, the local agency shall obtain the express written consent of the employee for such interested representation or shall supply independent representation.

If the legal counsel provided by the local agency determines that the interests of the employee and the local agency do not conflict, or in the event the Superintendent declines such independent representation as is offered by the Board, and the Superintendent proceeds to secure independent counsel of his choosing, and it is then judicially determined that the interests did conflict or that the independent representation proposed by the Board was inadequate, the Board shall reimburse the employee for the expenses of his legal defense in such amounts as shall be determined to be reasonable by the court.

This obligation shall survive the termination of this Contract.

In no case will any individual member of the District Board of Directors be considered personally liable to indemnifying the Superintendent against any demands, claims, suits, actions and legal proceedings. Nothing in this paragraph shall require the District to indemnify the Superintendent for liability or legal defense arising out of criminal acts.

## **13. REAPPOINTMENT**

- A. The District and Superintendent hereby agree that the following provisions shall be applicable for the term of this Agreement, or any extension or renewal of this Agreement.
- B. The Superintendent shall, throughout the term of this Agreement, be subject to termination of contract for valid and just cause for reasons specified under Section 1080 of the Public School Code. However, the District shall not arbitrarily and capriciously call for his dismissal without first providing the Superintendent with written charges, adequate notice of a hearing, a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction.
- C. The District shall notify the Superintendent in writing by certified mail, no later than ninety

(90) days prior to the expiration of the contract, of the District's intent to consider other candidates for the office of District Superintendent

D. In the event the District Superintendent desires to terminate this Agreement:

- (1) such termination shall occur only at the conclusion of the school year in which said written notice is received by the District unless this provision is waived by the Board of School Directors in its sole and absolute discretion; and
- (2) the Superintendent shall provide written notice to the District as soon as possible but in no event less than ninety (90) days prior to the conclusion of the school year.

#### **14. DEATH OR PERMANENT DISABILITY**

Should the District Superintendent die before the expiration of this Agreement, the School District shall immediately terminate this Agreement, whereupon the respective duties, rights and obligations herein shall terminate and be of no effect whatsoever. Should the Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his control, and said disability continues for a period of more than three (3) calendar months beyond all sick or other usable leave to which the Superintendent is entitled under this Agreement or otherwise, including leaves of absence, the District may at its discretion request a health examination in accordance with the terms of this contract. If the consulting physician or the school physician determines the Superintendent is unable to perform the essential functions of his position with or without reasonable accommodation and that the disability is likely to continue for at least another three (3) calendar months, the School District may terminate this Agreement, whereupon the respective duties, rights and obligations herein shall terminate and be of no effect whatsoever. Notwithstanding any other provision of this Contract, the District and Superintendent agree that is the express intention of the parties that the Superintendent has not waived or in any way impaired his rights, nor will the District unlawfully discriminate against the Superintendent or violate his rights, under the Americans with Disabilities Act, the Family Medical Leave Act, the Pennsylvania Human Relations Act, or any other applicable state or federal law.

#### **15. MODIFICATION AND INTEGRATION**

This Agreement shall be binding upon the parties, their successors or assigns. Further, this Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written communications, proposals, representations, warranties, covenants, understandings or agreements between the parties relating to the subject matter of the Agreement. Notwithstanding any term of provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by Superintendent and approved by the Board and executed by an authorized officer of the Board.

## **16. AUTHORITY OF SCHOOL BOARD**

The School Board for itself and on behalf of the electors of the District hereby retains all powers, rights, authorities and responsibilities conferred upon and invested in it by the laws of this Commonwealth and the Constitutions of Commonwealth of Pennsylvania and the United States of America, save only for any powers or rights lawfully limited by the express terms of this Agreement.

## **17. INTERPRETATION OF TERMS AND CONDITIONS OF AGREEMENT**

In the event there is a conflict between the Agreement and the state and federal laws, the state and federal laws shall prevail. In the event there is a conflict between this Agreement and District policies in effect at the time this Agreement is signed by the parties, then the District policies shall prevail. The Superintendent acknowledges that he is entering this Agreement of his own accord and not in reliance on any representations of the District, nor its employees agents or members of the District Board of Directors and that he has had the opportunity to have his own independent legal counsel review this Agreement and has either exercised that right or waived the right to do so, and that by way of example and not of limitation, the District and its employees agents and members of the District Board of Directors have made no representations concerning the impact of the provisions of this Agreement upon Superintendent's benefits, or expectations from the Public School Employees' Retirement System ("PSERS").

## **18. UNLAWFUL PROVISION**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause shall no longer conflict with the law then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

## **19. STATUTORY REFERENCE**

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or re-codification of such Code.

## **20. APPLICABLE LAW**

This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

**21. DRAFTSMAN - CONTRACT INTERPRETATION**

For purposes of contract interpretation and for the purpose of resolving any ambiguity herein, the parties hereto expressly agree that the fact that this Agreement stating the understandings of the parties has been drafted by counsel for either of the parties shall in no way be considered in the construction, interpretation or enforcement of the terms hereof. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against either party be made as a consequence of the identity of the draftsman hereof.

**22. HEADINGS NOT PART OF AGREEMENT**

Any headings preceding the text of the several Paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

**23. COUNTERPARTS**

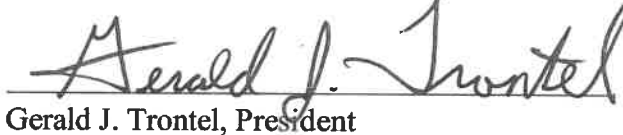
This Agreement, and any amendment or supplement hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

**ATTEST:**

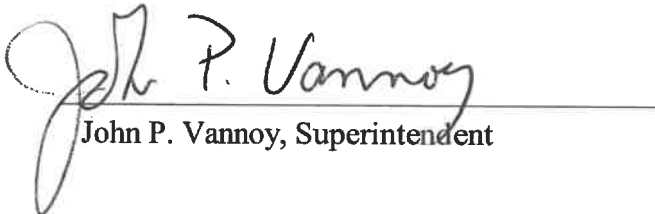
  
Jaime L. Roberts, Board Secretary

**SHARPSVILLE AREA SCHOOL DISTRICT**

  
Gerald J. Trontel, President  
Board of School Directors

**WITNESS:**



  
John P. Vannoy, Superintendent

**EXHIBIT A:**        **SUPERINTENDENT RESPONSIBILITIES**  
**SHARPSVILLE AREA SCHOOL DISTRICT**

**Position Description**

**Title:**                      **Superintendent**

**Department:**        **Administration**

**Reports To:**        **Board of School Directors**

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**SUMMARY:**

The Superintendent serves as Chief Executive Officer of the District, and is responsible for overseeing, directing and administering all operations and activities of the District, including without limitation the planning, development and implementation of all curricular, co-curricular and extra-curricular programs and activities and all day-to-day business and personnel operations of the school district.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE SUPERINTENDENT:**

1.     Oversee, direct and supervise all operations, activities and programs of the school district, including without limitation its business affairs, personnel practices and regular education, special education, gifted education and pupil services programs, in accordance with strategic goals and objectives established by the Board of School Directors and in compliance with the requirements of Pennsylvania Public School Code, local, state and federal law and regulations, and board policy.
2.     Direct and supervise the implementation of all curricular programs of the school district, including special programs, new courses, budgeting, staffing requirements and curriculum impact.
3.     Recommend the adoption of all textbooks and other instructional materials.
4.     Recommend suitable courses of study for all grade levels, and ensure the courses of study required by state and federal law, board policy and the district's strategic and operational plans are being taught.
5.     Ensure that all members of teaching staff are properly certified and otherwise capable of delivering instruction in compliance with state and federal law, board policy and the goals and objectives of the district's strategic and operation plans, including submission of applications for and/or issuance of emergency certifications, as necessary.
6.     Prepare and submit all required state and federal and other information to the Pennsylvania Department of Education and other state and federal government agencies.

7. Regularly visit all school district facilities, as well as the Mercer County Career Center and other vocational and/or alternative educational facilities affiliated with the District to observe instructional programs and methods of instruction and develop guidance and recommendations on improving programs and instructional methods.
8. Direct and supervise a process for the prompt, thorough and appropriate evaluation of all administrative, professional and non-professional staff, in accordance with applicable law and board policy.
9. Rate or oversee the rating of teacher performance, and approve unsatisfactory ratings of such personnel, as provided by Pennsylvania Public School Code.
10. Issue emergency certificates for substitute teachers, as necessary.
11. Supervise the grading, classification and promotion of pupils, and ensure proper records and reports of pupil progress are maintained in accordance with applicable state and federal law and board policy.
12. Direct and supervise the development and implementation of appropriate emergency plans and security plans for the district.
13. Serve as member of intermediate unit councils and on other professional boards and committees.
14. Make recommendations to Board of School Directors relative to hiring, promotion, retention and dismissal of school personnel.
15. Coordinate the development of and make recommendations regarding the Board's capital projects plan.
16. Oversee and coordinate all construction projects in the school district, including development of recommendations to the Board for construction or renovation of new or current school buildings and facilities.
17. Oversee the development and implementation of a comprehensive program for staff development and continuing professional education.
18. Conduct and/or oversee annual performance evaluations of district administrative personnel in accordance with the Board-approved organization chart, as then in effect.
19. Develop and oversee the implementation and continuous progress monitoring of all standardized testing and school improvement processes.
20. Develop and recommend to the Board for approval the school district's annual budget.
21. Oversee and supervise the activities and budgets of federal programs.

22. Develop and recommend to the Board the annual operational plan for the school district.
23. Coordinate the development of the district's strategic plan and recommend a strategic plan to the Board for approval.
24. Communicate and work effectively and cooperatively with Board of School Directors, the Mercer County Career Center and its Joint Operating Committee, administrative, professional and non-professional staff, local, state and federal officials, and parents, residents and members of the community.
25. Ensure appropriate management of all district contracts and agreements, including without limitation all contracts or agreements for the use of contracted services. Develop and make recommendations to the Board regarding the use of such services, as necessary and appropriate.
26. Possess and maintain all necessary licenses, commissions, and qualifications and meet all other requirements for the position of Superintendent as provided under the Pennsylvania Public School Code and the Pennsylvania Department of Education regulations, as are now or may be in effect
27. Ensure adequate and effective communications between the Board and school district staff, students and the public; facilitate communications and manage exchange of information between Board and administrative staff.
28. Prepare the agenda for Board meetings, in consultation with the Board President.
29. Direct and supervise the district's public relations program, including all press releases, media statements, and other items of public interest emanating from district employee that pertain to education matters or other events, incidents or activities related to the school district, its students and/or employees.
30. Maintains regular attendance, including without limitation attendance at all scheduled and advertised meetings of the Board and committees of the Board.
31. Other duties as assigned or directed by the Board of School Directors.

#### **SUPERVISORY RESPONSIBILITIES OF THE SUPERINTENDENT:**

Overall responsibility for the direction and supervision of all administrative, professional and support staff employed by the district, as well as all attendant services provided by third-party contractors. Carry out responsibilities in accordance with the school district policies and applicable laws. Ensure required, necessary and appropriate training, supervision and evaluation of all employees.

## **QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

## **EDUCATION AND EXPERIENCE:**

Master's Degree or Doctorate Degree in Education. Superintendent Letter of Eligibility issued by the Pennsylvania Department of Education. Prior experience as a building administrator and/or central office administrator. Demonstrated competencies in staff development, program planning, curriculum, supervision and leadership of staff, leadership, conflict resolution and communications. Must maintain appropriate commission and meet all other statutory and regulatory requirements for the position of Superintendent as specified under Pennsylvania law.

## **CERTIFICATES, LICENSES, CLEARANCES:**

Valid PA Superintendent Letter of Eligibility; Act 34, 114 and 151 clearances.

## **CONFIDENTIALITY:**

Due to the highly sensitive nature of this position and access to personnel, academic and financial records, the highest degree of confidentiality and ethical behavior is required at all times.

## **LANGUAGE SKILLS:**

Ability to read, analyze, and interpret professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from teachers, administrators, staff, students, parents and residents.

## **COMPUTER SKILLS:**

Proficient with personal computer programs, such as Windows, and Microsoft Office Suite; some working knowledge of student information and scheduling software, and payroll, budget and personnel databases is helpful.

## **MATHEMATICAL SKILLS:**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.



**REASONING ABILITY:**

Ability to solve problems and deal with a variety of variables in often stressful situations.

**OTHER SKILLS AND ABILITIES:**

Ability to apply knowledge of current research and theory in the area of curriculum and educational administration. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to communicate clearly and concisely both in oral and written form. Ability to perform duties with awareness of all legal requirements and Board of Education policies. Ability to effectively manage multiple demands, priorities and projects on short deadlines.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly will sit, walk and stand. Specific vision abilities required by this job include close vision.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is occasionally quiet to moderate. The employee is frequently required to interact with the public and other staff. The employee is directly responsible for the safety, well-being of students.

The information contained in this job description is for compliance with the American with Disabilities Act ("A.D.A.") and is not an exhaustive list of the duties performed for this position. Additional duties may be assigned.

**EXHIBIT B: SUPERINTENDENT FRINGE BENEFITS**  
**SHARPSVILLE AREA SCHOOL DISTRICT**

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The following fringe benefits shall be provided to the Superintendent effective July 1, 2021.

**LIFE INSURANCE**

The District shall provide the Superintendent with group term life insurance under its group policy in the amount of \$150,000.00 payable in the event of Superintendent's death during the term of this agreement.

**HEALTH/DENTAL/VISION/LONG-TERM DISABILITY INSURANCES**

The Superintendent shall be included in the medical, dental, vision, and long-term disability insurance plans and benefits to the same extent and on the same terms as such plans and benefits are made available to other administrators employed by the District, subject to the terms, conditions, and administration of such plans.

**MILEAGE EXPENSES**

District shall reimburse Superintendent for use of his personal automobile in connection with the performance of his official duties in accordance with the mileage reimbursement policies then in effect in the District.

**PROFESSIONAL MEMBERSHIPS**

District shall incur the costs of the Superintendent's annual membership fees in not more than three joint professional educational associations, provided that such memberships are approved in advance by the Board of School Directors (e.g., AASA/PASA, ASCD/PASCD, and NAEESP/PAESSP). Additionally, the District will cover the cost of the Superintendent's membership in the Shenango Valley Chamber of Commerce.

**CONFERENCES**

With prior Board approval, the Superintendent may be authorized to attend one (1) in-state educational conference and one (1) national education conference of his choice during each Contract Year of this Agreement. Full expense reimbursement for attendance at such conferences shall be provided in accordance with the School District's policies for expense reimbursement, as then in effect. Upon mutual agreement of the Board, additional conferences and/or training programs may be pursued and reimbursed if the content of that training has the potential to make substantive contributions to the Superintendent's ability to promote organizational improvement.

## **PHYSICAL EXAMINATIONS**

Upon the request of the Board of Education, the Superintendent shall submit to a comprehensive physical examination performed by a licensed physician. A statement from the licensed physician certifying to the Superintendent's physical fitness shall be provided to the President of the Board of School Directors, filed in the Superintendent's personnel file and treated as confidential information by the District, which will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) by protecting the sensitive patient health information from being disclosed without the Superintendent's consent or knowledge. Costs not borne by the Superintendent's medical insurance carrier shall be borne by the School District.

## **SICK LEAVE**

The Superintendent shall be entitled to twelve (12) days paid sick leave during each Contract Year of this Agreement. Unused sick leave days shall not be converted to cash upon termination of this Agreement by either party.

## **VACATION**

The Superintendent shall receive the same vacation provided to other administrators employed by the District, to the same extent and on the same terms as provided in the Act 93 Plan then in effect. In the event that the contract is terminated prior to its date of expiration stated herein, any paid vacation days due the Superintendent shall be pro-rated at the rate of 1.67 days per month during the final contract year in which the Superintendent has provided services to the District in his capacity as the Superintendent.

## **PAID HOLIDAYS**

The Superintendent shall be entitled to those paid holidays that are provided to other administrators employed by the District.

## **COMMUNICATIONS**

The Superintendent shall be entitled to a payment of \$50.00 per month to cover the cost of business use of his personal cell phone.

## **403(b) RETIREMENT PLAN EMPLOYER CONTRIBUTION**

The District shall deposit \$475.00 monthly as an employer contribution into a 403(b) account in the Superintendent's name in the District's 403(b) Retirement Plan.

## **RETIREMENT**

At the expiration of the contract, upon retirement from the District and the Pennsylvania Public School Employees' Retirement System, the Superintendent will receive the following retirement benefits:

1. Severance Payment – The Superintendent shall receive a severance payment of \$400.00 for each year of service in the School District, pro-rated for partial years at the rate of \$33.33 per month for those months the Superintendent actually rendered professional services for the District in his capacity as Superintendent.
2. Accrued Vacation Pay – The Superintendent shall receive payment at his per diem rate for unused vacation days accrued through his retirement date.

### **HEALTH CARE:**

The District shall provide a comprehensive individual and full family medical/health plan for hospitalization, prescription drugs, vision care, dental, including orthodontia, and medical/surgical benefits which shall provide for benefits equal to the benefits provided to the District's administrators under the District's Administrators Compensation Plan ("Act 93 Plan") adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The District Superintendent recognizes and agrees that the School District may change insurers and the benefits provided under the Administrators' Compensation Plan from time to time. In no event shall the benefits provided to the District Superintendent be less than those provided by the School District to other District Administrators unless agreed to by the District Superintendent in writing or by way of a designation under any applicable flexible spending account plan that may be in effect.

District Superintendent shall be responsible for the same copayments, deductibles and premium contributions toward his health insurance coverage, prescription drug plan, dental insurance and vision insurance as required to be made by District administrators during the term of this Agreement.

### **OTHER FRINGE BENEFITS**

The Superintendent shall receive all other fringe benefits provided to other administrators employed by the District, to the same extent and on the same terms as provided in the Act 93 Plan then in effect or as otherwise required by law; provided, however, that in no event shall the Superintendent be entitled to any benefit set forth in the Act 93 Plan that is duplicative of any benefit, compensation or incentive expressly set forth in this Agreement.

### **MISCELLANEOUS**

The District recognizes that the Superintendent may be subpoenaed to testify in a pending legal action related to his role as an Administrator at his current employer. The District agrees that the Superintendent may return to testify in this matter, if subpoenaed, for a period not to exceed five (5) days without that time being charged against his vacation entitlement.

### **DECLARATION OF LEAVE**

The Superintendent must declare any absence from his job as a sick leave day, vacation day, or personal day. Attendance at meetings and conferences provided by this Contract or otherwise 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.