

**CRAWFORD CENTRAL SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered this ____ day of November 2018 by and between the Board of School Directors of the Crawford Central School District with offices located in Pennsylvania (hereinafter referred to as “District” or “Board” or “Board of School Directors”) and Thomas K. Washington, (hereinafter referred to as “District Superintendent”).

WHEREAS, the Board of School Directors at a regularly scheduled meeting, duly and properly called on the ____ day of November 2018, did reappoint Thomas K. Washington to the office of District Superintendent 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”); and

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

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

1. Term.

The Board has employed Thomas K. Washington and Thomas K. Washington hereby accepts said employment as District Superintendent of the Crawford Central School District for a five-year term commencing on July 1, 2019 and ending on June 30, 2024 (“Term”).

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or renewed automatically in accordance with Section 1073(b) of the Public School Code or this Contract.

2. Professional Qualifications.

The District Superintendent represents that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

3. Duties and Responsibilities.

- A. The District Superintendent shall be charged with the administration of the District under the direction of the Board of School Directors. The District Superintendent shall be the Chief Executive Officer of the District, and perform to the best of his abilities the customary duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of District Superintendent (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract.
- B. The District 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. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, except those relating to the District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as is appropriate.
- C. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies, directions and resolutions of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. Subject to the Board's legal responsibility to set compensation and to hire and terminate employees, the District Superintendent shall have the right and responsibility to select his administrative staff. 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 authorized by the Board.
- D. The District Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as District Superintendent during the Term of this Contract; provided, however, that he may undertake and be compensated for outside work including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's responsibilities to the District pursuant to this Contract and provided the Board grants prior approval of such outside activities.
- E. The duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The District Superintendent's attendance at seminars, workshops, in-service programs, professional development, school activities, and/or graduate education

programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities, including membership in professional associations to be directly related to the District Superintendent's duties and shall be paid for or reimbursed by the District in accordance with this Contract and District policy and procedures.

4. Compensation – Salary and Benefits.

A. Salary. In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, the Board of School Directors and the District Superintendent agree to the following:

(1) Effective July 1, 2019 the annual salary of the District Superintendent shall be the amount of One Hundred Fifty-Six Thousand Nine Hundred Fifty-Three Dollars (\$156,953.00).

(2) On July 1, 2020 and on July 1st of every subsequent year of this Contract, the District Superintendent shall receive:

- July 1, 2020-June 30, 2021 One percent (1%) increase
- July 1, 2021-June 30, 2022 One and one-half percent (1.5%) increase
- July 1, 2022-June 30, 2023 One and one-half percent (1.5%) increase
- July 1, 2023-June 30, 2024 Two percent (2%) increase

Each increase shall be added to and become part of his annual salary. Such salary increases shall be applied unless the District Superintendent's performance is rated as "Failing" on his annual performance assessment for the prior school year, in accordance with the provisions of this Contract.

(3) The established annual salary shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month administrators in the District, unless otherwise agreed to in writing by the Board and District Superintendent.

(4) The Board hereby retains the right to increase the salary of the District Superintendent at any time during the Term of this Contract. However, the Board shall not decrease the District Superintendent's salary at any time during the term of this Contract, or through any extension of this Contract, unless agreed to in writing by the District Superintendent.

(5) The District in so annually adjusting the District Superintendent's salary shall not be considered to have entered into a new contract with the District Superintendent or to have extended the termination date of this Contract.

B. Benefits. The District shall provide the District Superintendent with the following benefits:

(1) Vacation Leave and Holidays.

The District Superintendent shall carry forward in this Contract and be credited on July 1, 2019 with all of his days of unused vacation leave accrued during his employment with the District. In addition, 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 July 1, 2019 and on July 1st of each subsequent year of this Contract. Unused days of vacation leave may accumulate from year to year to a maximum of forty (40) days of vacation leave.

On June 30th of each year of this Contract, the District Superintendent's unused vacation leave, if any, shall be adjusted as follows:

- a) The District shall make a lump sum cash payment to the District Superintendent in the amount of his then-current per diem rate of pay for each of the first ten (10) days of unused vacation leave above the maximum accumulation (i.e., above 40 days), which shall then be treated as used; and
- b) Any additional unused vacation leave other than the accumulated days shall be converted and credited to the District Superintendent as sick leave.

"Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's gross annual salary divided by two hundred forty-nine (249).

The District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated due to retirement, resignation, termination, mutual consent, death, or non-renewal of this Contract at which time the District shall pay District Superintendent his then-current per diem rate of pay for each day of unused vacation leave. It is understood, however, that if the District Superintendent is terminated for cause for reasons specified in Section 1080 of the Public School Code or if the District Superintendent resigns without giving the Board at least sixty (60) days' written notice prior to the effective date of the resignation, he will not be paid for any unused vacation days. In the event of the District Superintendent's death, payment

shall be made to the District Superintendent's spouse or to his estate if no surviving spouse.

In addition, the District Superintendent shall receive, with full pay, all holidays available to District administrators covered under the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) (hereinafter "Act 93 Plan"). If the District Superintendent is required to work during any such District holiday, he shall be entitled to another day of paid leave at his discretion.

(2) Sick Leave.

The District Superintendent shall carry forward in this Contract and be credited on July 1, 2019 with all of his days of unused sick leave accrued during his employment with the District, including such leave transferred from previous employment. In addition, the District Superintendent shall receive twelve (12) days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2019 and on July 1st of each subsequent year of this Contract, and which shall accumulate from year to year without limit.

Upon the District Superintendent's retirement from the District into the Public School Employees' Retirement System ("PSERS"), the District shall pay the District Superintendent for unused days of sick leave at the rate of ninety dollars (\$90.00) per day for each day of unused sick leave accrued in the District. Such payment for unused sick leave shall be made in the form of a non-elective employer contribution into a 403(b) account for the District Superintendent provided such contribution would not exceed the contribution limits under section 415(c) of the Internal Revenue Code for the year. If the payment exceeds the applicable contribution limits, the excess shall be contributed into the District Superintendent's 403(b) account in subsequent years until such payment is fully made, subject to the limitations of the Internal Revenue Code. There is no cash option for such payment.

The District Superintendent may use his days of sick leave to care for his family, including his spouse, son, daughter, and/or parent. Sick days used for members of his family will be deducted from his allocated sick leave in the same manner as those used for his own illness.

(3) Personal Leave

The District Superintendent shall receive four (4) days of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2019 and on July 1st of each subsequent year of this Contract. On June 30 of each year of this Contract, any unused personal days shall be converted and

credited to the District Superintendent as sick leave. In addition, if the District Superintendent's retirement from the District into PSERS occurs prior to June 30th, any unused personal days shall be converted and credited to the District Superintendent as sick leave.

(4) Bereavement Leave

The District Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of death of the District Superintendent's spouse, father, mother, child, step-child, or step-parent. The District Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of death of the District Superintendent's brother, sister, parent-in-law, grandchild, near relative residing in the same household, or any person with whom the District Superintendent lives. The District Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as the District Superintendent's grandparent, aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

(5) Life Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a term life and accidental death and dismemberment insurance policy with a benefit amount equal to two times the District Superintendent's annual salary, rounded to the next highest thousand dollar amount. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

(6) Health Benefits

The District shall provide the District Superintendent, his spouse, and eligible dependents the same health benefits and medical insurance, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental benefits, provided to District administrators under the District's Act 93 Plan or to any other District employee. The District Superintendent shall have the right, at his sole discretion, to select his health benefits and medical insurance from the plans offered by the District to any District employee. The District Superintendent is obligated to pay a share of the premiums for such insurance consistent with the requirements for District administrators pursuant to the District's Act 93 Plan.

Upon the District Superintendent's retirement from the District, the District shall continue to provide the District Superintendent and his spouse the same health benefits and medical insurance including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental benefits, as provided to then-current District administrators, until he is

eligible for Medicare. The insurance carrier(s) and benefits to be provided to the District Superintendent shall be the same carrier(s) and benefits provided to the active District administrative employees. In the alternative, and in his sole discretion, the District Superintendent may choose the carrier(s) and benefits provided to administrators who have individual employment agreements. In either case, the District Superintendent understands that these benefits may be revised from time to time. Any change in active employee benefits (and carriers) shall also apply to the District Superintendent in his retirement. The obligations of this provision shall survive the termination of this Contract.

(7) Graduate Coursework, Professional Development and Continuing Education

The District shall pay the full cost of tuition for all graduate courses, including on-line courses, taken by District Superintendent at an accredited institution, provided such courses are approved in advance by the Board. The District shall make such payment to District Superintendent upon his registration for each graduate course, when he submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by District Superintendent for any course in which the District Superintendent fails to receive a final grade equivalent to a 3.0 GPA or better or a final passing grade in a pass/fail course.

In addition, the District shall pay the full cost for all professional development courses and continuing education courses taken by District Superintendent during this Contract; provided that such courses are approved in advance by the Board and subject to repayment by District Superintendent for any course in which the District Superintendent fails to receive a final passing grade or otherwise successfully complete.

(8) Disability Insurance

The District shall provide the District Superintendent at no cost to the District Superintendent a policy of long term disability insurance, selected by the District.

(9) Liability Insurance

The District shall include the District Superintendent as an insured party under its liability and errors and omissions insurance coverage.

(10) Professional Associations

The District shall pay the full cost of the District Superintendent's annual membership and participation in three professional associations selected by the District Superintendent. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively.

(11) Meetings, Conventions and Conferences

The duties of the District Superintendent require his presence at meetings, conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The District Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences related to the duties and responsibilities of the District Superintendent with the prior approval of the Board. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The District Superintendent shall be reimbursed for all costs associated such meetings, conventions and conferences including registration, travel, food and lodging in accordance with District policies and procedures.

(12) Jury Duty and Court Appearances

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which he is subpoenaed to appear. This benefit shall not be available in any action initiated by the District Superintendent.

(13) Other Leaves

The District Superintendent shall be entitled to other leaves as provided by the School Code, District Policy, and provided to District administrators under the District's Act 93 Plan even though such leave benefits are not enumerated in this Contract.

(14) Travel and Expenses

The District Superintendent shall be reimbursed at the approved Internal Revenue Service rate for automobile expenses incurred in performance of his duties, and he shall be reimbursed for all reasonable expenses incurred in the performance of his duties.

(15) Computer and Cell Phone

The District shall provide the District Superintendent with a laptop computer and cellular smart phone and related internet service at the District's expense. The District Superintendent agrees to return any equipment provided by the District at the conclusion of his employment. Due to the nature of the District Superintendent's work responsibilities and schedule with the District, it will not be a violation of any District Policy or this Contract for the District Superintendent to reasonably use, for personal use, District issued equipment, technology and electronic resources such as computers, email, phone, internet service, and the like.

(16) Other Benefits

During the term of this Contract, the District Superintendent shall be entitled to any and all benefits and incentives that are provided to the District's administrators pursuant to its Act 93 Plan and to any other District administrator pursuant to an individual employment contract, whichever is more advantageous to the District Superintendent. This includes benefits and incentives currently in effect and as may be modified from time to time during the term of this Contract.

Notwithstanding any other provision of this Contract, the District Superintendent's benefits and incentives under this Contract shall not be decreased during the Term of this Contract and any decrease or reduction in benefits and incentives to other District employees during the Term of this Contract shall not reduce the benefits and incentives provided to the Superintendent during the Term of this Contract.

Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

5. Assessment of Performance.

- A. The Board shall evaluate, in writing, the performance of District Superintendent once a year during the term of this Contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the District Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. The Board and District Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix "B" unless the Board and District Superintendent mutually agree in writing to use a different evaluation instrument and method. Provided, however, that any evaluation instrument and method selected will follow a process which involves "averaging" the feedback of each member regarding each aspect of the evaluation. Where a Board member rates the District Superintendent as either "Needs Improvement" or "Failing" in any domain, the Board member must submit evidence upon which the rating is based or his/her rating under that domain shall not be considered or made part of the average. In the event the Board determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written and/or oral response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise

expressly required by state or federal law. The District Superintendent's performance shall be deemed satisfactory and the District 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, unless the basis for taking such action can be substantiated.

- B. The performance assessment shall be used for the following purposes:
 - 1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
 - 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 - 3. To establish the basis for possible increases in the District Superintendent's annual salary.

- C. Performance Expectations, Including Objective Performance Standards.

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

- D. The provisions of this Contract shall apply to and control the performance evaluation of the District Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board.

6. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District Superintendent shall be granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the Board shall

be completed in private without any public disclosure by the Board or the District Superintendent of the commencement or progress of the same.

7. Professional Liability.

The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings in law or in equity brought against the District Superintendent in his individual capacity or in his official capacity for actions taken or not taken while in the employ of the District or while acting as its agent. This obligation shall survive the termination of this Contract.

8. Reappointment.

Pursuant to Section 1073(b) of the Public School Code, the agenda for a public meeting of the Board of School Directors held at least ninety (90) days prior to the expiration date of the Term of this Contract shall include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the Board's intent to retain the District Superintendent for another three (3) to five (5) year term or that another or other candidates will be considered for the office. In the event the Board fails to take such action, the District Superintendent shall continue in office for a further term of one (1) year and the terms and conditions of this Contract will be incorporated in a successor employment contract, unless mutually agreed otherwise by the Board and the District Superintendent.

9. Termination.

This Contract may be terminated prior to the end of the Term of this Contract as follows:

A. The District Superintendent shall be subject to discharge and termination of this Contract for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District 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 District 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 without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense.

B. This Contract may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District Superintendent gives the Board at least sixty (60) days' written notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the

District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract.

C. This Contract may be terminated by the mutual consent, in writing, of the District Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent a negotiated severance agreement in strict compliance with Section 1073(e)(3) of the Public School Code:

1. If two (2) years or more prior to the end of the term of this Agreement, his total severance compensation shall not exceed the equivalent of one year's compensation and benefits due under this Agreement.
2. If less than two (2) years prior to the end of the term of this Agreement, his total severance compensation shall not exceed the equivalent of one-half of the total compensation and benefits due under this Agreement.

The compensation due under this paragraph shall be payable within thirty (30) days of the termination and mutual execution of a written separation agreement and general release.

D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's surviving spouse or estate if no surviving spouse, all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death and any applicable post-employment and retirement benefits provided for in this Contract.

10. Modification.

This Contract shall not be amended, changed or modified, except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

11. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision 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.

12. Obligations.

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his personal representatives and heirs.

13. Statutory Reference.

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

14. Applicable Law.

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

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

CRAWFORD CENTRAL SCHOOL DISTRICT:

By: _____
President, Board of School Directors Date

ATTEST: _____
Secretary, Board of School Directors Date

THOMAS K. WASHINGTON:

By: _____
Thomas K. Washington, District Superintendent Date