

EMPLOYMENT AGREEMENT BETWEEN

DR. KEVIN J. O'DONNELL, JR.

and the

BOARD OF SCHOOL DIRECTORS

of the

SOUTH MIDDLETON SCHOOL DISTRICT

THIS AGREEMENT is made and entered this 6th day of September, 2022, by and between the Board of School Directors of the South Middleton School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Dr. Kevin J. O'Donnell, Jr., an individual (hereinafter referred to as "Superintendent" or "Dr. O'Donnell").

WHEREAS, the Board of School Directors of the District, at a meeting duly and properly called on the 6th day of September, 2022 did appoint Dr. O'Donnell to the office of Superintendent for the District in accordance with the provisions of Sections 508 and 1071, 1073 and 1073.1 the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §1-101 et seq., (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 Dr. O'Donnell and Dr. O'Donnell hereby accepts said employment as Superintendent of the South Middleton School District a term commencing on January 3, 2023 and ending on June 30, 2027 ("Term").

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

2. **Professional Certification**

As a condition precedent to this Agreement, the Superintendent shall continue to hold a valid certificate (i.e., Letter of Eligibility), as necessary for the position, issued by the Department of Education, Commonwealth of Pennsylvania.

3. **Duties, Full-Time Employment and Work Requirements**

- A. The Superintendent shall furnish recommendations to the Board of School Directors on all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District.
- B. The administration of policy, the operation and management of the schools, and the direction of employees of the District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or his staff under his direction. All official contacts between Board Members and the staff of the District shall be through the Superintendent exclusively. 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.
- C. The Superintendent shall have a seat on the Board and the right to speak on all issues before the Board of School Directors in accordance with applicable law. The Superintendent (or his designee) shall have the right to attend all regular and special meetings of the Board of School Directors and all committee meetings thereof, and shall serve as advisor to said committees on all matters affecting the District, except executive sessions related to performance or compensation of the Superintendent.
- D. The South Middleton School District Board of School Directors, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Superintendent for study, recommendation and handling, as appropriate, through the District Chain of Communication. The individual members of the Board of School Directors shall refrain from individual interference with the administration of school policies, except through Board action.
- E. The District shall make no agreement with any other employee group or individual that would interfere with the Superintendent's carrying out managerial, administrative or supervisory Performance Responsibilities and General Duties as defined in the job description for the position of Superintendent.
- F. The basic work requirement for the Superintendent is 251 days. The parties recognize the position of Superintendent is by nature a 24/7 position and will

include flexible arrival and departure times from the District Office. Basic work requirement means the number of days during each year from January 1 through December 31 the Superintendent is required to work or to account for by charging sick, personal, bereavement or vacation leave days. Holidays shall also be counted as workdays for the Superintendent. The Superintendent shall be granted the same holidays, with full pay, as those holidays provided to District administrators through the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164).

G. The Superintendent agrees to devote his full-time attention, energies, skills and labor to his employment as Superintendent during the term of this Agreement 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 as must be approved in advance by the Board of School Directors.

H. The duties of the Superintendent require his participation in professional associations, community organizations, and presence at certain meetings and conferences in order to maintain awareness of current issues, programs, and information. The Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skill required of his position. The District considers the expenses involved in such activities to be related to the Superintendent's duties and appropriate for reimbursement upon prior approval of the Board.

4. **Performance Standards and Assessment of Performance**

A. The Board of School Directors shall evaluate, in writing, the performance of the Superintendent at least once a year during the term of this Agreement, no later than June 30th of each year, using the instrument detailed on Appendix "A", which is attached hereto and incorporated herein by reference unless the Board and Superintendent mutually agree in writing to use a different evaluation instrument and method. The first performance assessment shall be completed on or before June 30, 2023. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the Superintendent. Any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of the 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 Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's

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

5. **Salary**

- A. The District retains the right to adjust the Superintendent's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the Superintendent's annual salary in effect at any given time. Any adjustment in salary made during the life of this Agreement or any extension thereof shall be in the form of an amendment which shall become a part hereof. In making any such amendment, it shall not be considered that the District has entered into a new agreement with the Superintendent, nor that the termination date of this Agreement has been extended.
- B. The Board shall compensate the Superintendent with an annual salary in the amount of One Hundred Fifty-Five Thousand Dollars (\$155,000.00), effective January 3, 2023.
- C. On July 1, 2023, the Superintendent shall receive a salary increase at the Board's discretion. On July 1 of each year thereafter, the Superintendent shall receive an increase in the amount of three and one-half percent (3.5%). All increases will be provided if the Superintendent's performance is deemed or rated satisfactory or higher in accordance with the terms of this Agreement. Such increases shall be added to and become part of the Superintendent's annual salary.

- D. Salary shall be paid in accordance with the District's payroll procedure and Schedule, unless otherwise specified in this Agreement.
- E. In addition to the annual salary, the Board shall contribute an amount equal to four and one-half percent (4.5%) of the Superintendent's current annual base salary to his 403(b) account on or before December 31 of each year of this Agreement.

6. **Benefits**

The Superintendent shall also be entitled to all the following fringe benefits:

- A. **Sick Leave.** The Superintendent shall be credited with all of his unused sick days accrued during his employment with the District which shall be credited in full on January 3, 2023. The Superintendent shall be entitled to twelve (12) days of sick leave, with full pay, per school year, which may be accumulated without limitation. The Superintendent may transfer all of his days of unused sick leave from his previous employment, to be credited in full upon the effective date of this contract.

Superintendent shall notify the Board of School Directors of any sick leave lasting more than two (2) consecutive days through his normal communications with the Board.

Upon resignation or retirement, the District shall pay the Superintendent for up to thirty (30) unused sick days accumulated while employed at the District, which shall be paid to the Superintendent at his per diem rate at the time of his resignation or retirement, provided the Superintendent does not request to transfer such sick leave to another employer. All remaining sick days above thirty (30) days will be forfeited at the time of the Superintendent's resignation or retirement. Per diem rate of pay shall equal Superintendent's gross annual salary divided by two hundred fifty-one (251). There shall be no cash option for payment of unused sick days. The payment for unused sick days shall be paid in the form of a non-elective employer contribution into the Superintendent's 403(b) account, up to the applicable IRS limits.

The Superintendent may use five (5) days of his sick leave per year to care for his spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, niece, nephew and any other member of his immediate household in the event of sickness.

- B. **Vacation Leave and Holidays.** The Superintendent shall be credited with all of his unused vacation days accrued during his employment with the District, which shall be credited in full on January 3, 2023. The Superintendent shall

receive twenty-two (22) days of vacation leave, with full pay, per school year, which shall be credited in full on January 3, 2023 and on July 1st of each subsequent year of this Agreement.

Upon resignation or retirement, for reasons other than discharge or termination for cause, payment of unused vacation days shall be made to the Superintendent at his per diem rate at the time of such separation, up to a maximum of thirty (30) days of unused vacation leave. The District shall make such payment to the District Superintendent for unused vacation leave as a non-elective employer contribution to the District Superintendent's Section 403(b) account. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts.

Superintendent shall notify the Board of School Directors in advance of his scheduled vacation days through his normal communications with the Board. Additionally, the Superintendent shall report all absences using the District's absence-reporting system in the same manner as other employees.

- C. Personal Leave. The Superintendent shall receive three (3) days of personal leave, with full pay, per school year, which shall be credited in full on January 3, 2023 and July 1st of each year of this Agreement.

Superintendent shall notify the Board of School Directors of any personal leave lasting more than two (2) consecutive days through his normal communications with the Board.

Upon resignation or retirement, the Superintendent shall not be eligible for any payment for his unused days of personal leave. The Superintendent shall receive no payment for unused personal leave upon the termination of this Agreement.

- D. Bereavement Leave. In case of death in the immediate family, the Superintendent shall be granted up to five (5) days of bereavement leave without loss of salary. "Immediate Family" is defined as including mother, father, sister, brother, wife, husband, daughter, son, grandmother, grandfather, grandchild, niece, nephew, any in-law of the aforementioned, a near relative who resides in same household, and any person with whom the employee resides. The five days must be used within 60 days of the death for the purposes of mourning, burial and conducting business associated directly with the death. In case of the death of a near relative, the Superintendent may take up to a maximum of three (3) days of bereavement leave without loss of salary. The Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

Superintendent shall notify the Board of School Directors of any bereavement leave lasting more than two (2) consecutive days through his normal communications with the Board.

- E. **Group Life Insurance.** The District shall provide to the Superintendent and pay the full cost of group life insurance in an amount equal to two (2) times the Superintendent's salary, rounded to the next higher thousand dollar. The Superintendent shall have the sole right to determine the beneficiary of such policy.
- F. **Disability Insurance.** The District shall provide to the Superintendent and pay the full cost of long-term disability income insurance in a monthly benefit in an amount equal to 60% of the Superintendent's gross annual salary as prorated into monthly payments. Premiums necessary for this coverage, as selected by the District, shall be paid entirely by District.
- G. **Liability Insurance shall be no less than the coverage provided by the District's Comprehensive General Liability Insurance.**
- H. **Insurance Protection:**

Medical Insurance. The District shall provide the Superintendent, his spouse, and eligible dependents with medical insurance coverage including but not limited to major medical, physician, hospitalization, and prescription coverage, which shall be no less than the medical insurance coverage provided under the most recent District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11 1164). Any employee contributions shall be the same as those required under the most recent applicable medical insurance plan. The District shall contribute to the Superintendent's Health Savings Account (HSA) the same amount provided to other Administrators and on the same schedule as provided in the administrator compensation plan. The Superintendent's spouse and eligible dependents shall be eligible for such medical insurance coverage as set forth in this Agreement notwithstanding any other provision, limitation or exclusion of spousal and/or dependent coverage in the District's administrator compensation plan and/or any collective bargaining agreement throughout the Term of this Agreement.

Provided the Superintendent serves the full term of this Agreement and is appointed for a second term, the parties will as part of the negotiations of his renewal Agreement include a discussion of post-retirement health care for the Superintendent and his spouse as a term of that Agreement.

Dental Insurance. The District shall provide the Superintendent, his spouse, and eligible dependents with dental insurance coverage which shall be no less than the dental insurance coverage provided under the most recent District's administrator compensation plan. Any employee contributions shall be the same as those required under the most recent applicable dental insurance plan.

Vision Insurance. The District shall provide the Superintendent his spouse, and eligible dependents with vision insurance coverage which shall be no less than the vision insurance coverage provided under the most recent District's administrator compensation plan. Any employee contributions shall be the same as those required under the most recent applicable vision insurance plan.

- I. **FMLA.** The Superintendent shall be eligible for leave under the Family and Medical Leave Act, which the District shall administer according to federal law and Board Policy 335.
- J. **Expense and Mileage Reimbursement.** The District shall pay directly or shall reimburse the Superintendent for all reasonable expenses incurred in the performance of his duties in accordance with District policy. If the Superintendent is required to use his personal vehicle during the course of employment, not including his daily commute to/from his home, he shall be reimbursed a mileage allowance at the highest rate per actual mile allowed by the Internal Revenue Service.
- K. **Professional Associations.** The District shall pay the full cost of the Superintendent's annual membership and participation in up to three (3) professional associations. The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the Superintendent to participate actively. All costs under this section are subject to prior Board approval and the current budget.
- L. **Meetings, Conventions and Conferences.** The duties of the Superintendent require his presence at meetings, conventions, and conferences in order that he can maintain awareness of current education-related issues and information. The Superintendent shall have the right to attend regional, state and national meetings, conventions and conferences. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. The 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 and upon approval by the Board. The Superintendent shall provide a summary conference report to the Board after all attended conferences, unless otherwise waived by the Board.
- M. **Other Benefits.** The Superintendent shall be entitled to any and all benefits and incentives provided to any other District administrator as specified in the District's administrator compensation plan without regard to the Superintendent's years employed by the District and even though such benefits and incentives are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to District administrators during the Term of this Agreement will also be extended to the Superintendent and become part of this Agreement. Any decrease or reduction in benefits or incentives to District administrators that affect this Agreement will not reduce the benefits and incentives provided to the Superintendent during the term of

this Agreement but may be discussed upon any Agreement renewal. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent as may be agreed to by the parties.

7. **Discharge or Termination.** This Agreement may be terminated prior to the end of the Term of this Agreement as follows:
 - A. Throughout the term of this Agreement, the Superintendent shall be subject to discharge for valid and just cause for the reasons specified in Section 1080 of the Public School Code. The Board shall not arbitrarily or capriciously call for his dismissal and the Superintendent shall in any event have the right to written charges, notice of hearing, 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, documentation, and testimony, relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent. The Superintendent shall have the right to be represented by counsel at his sole cost and expense; provided, however, if the charges against the Superintendent are not sustained and/or should the Superintendent prevail in any hearing or appeal regarding his termination, the Board shall reimburse the Superintendent for all legal fees and expenses incurred by the Superintendent in the proceedings.
 - B. This Agreement may be unilaterally terminated without penalty by the resignation of the Superintendent at any time; provided the Superintendent gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverage, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement.
 - C. This Agreement may be terminated by the mutual consent, in writing, of the Superintendent and the Board. If this Agreement is terminated in this manner, the District shall pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement and any additional amount mutually agreed upon by the Board and Superintendent provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. §10-1073(e)(3).

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

8. **Professional Liability**

The Board agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting, or reasonably believed he was acting, within the scope of his employment and as such liability coverage is within the authority of the Board to provide under state law. This obligation shall survive the termination of this Agreement.

9. **Reappointment**

The District shall notify the Superintendent in writing by certified mail, no later than 150 days prior to the expiration of this Agreement, of the Board of School Directors' intent not to reappoint him. Should the Superintendent not be so notified, he shall be reappointed for a term of one (1) year and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the District and Superintendent. Should the Board fail to take action to reappoint the Superintendent during the one year extension his Agreement shall terminate at the end of that year.

10. **Modification**

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

11. **Savings**

If during the Term of this Agreement, it is found that a specific clause of the Agreement is unlawful in Federal or State Law, the remainder of the Agreement not affected by such ruling shall remain in force. This Agreement contains the entire agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.

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

13. All references to the Public School Code contained herein shall also refer to and

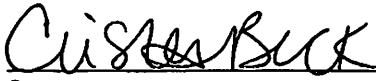
incorporate any amendment or recodification of such Code.

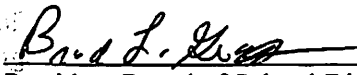
14. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

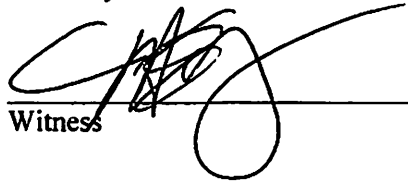
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.


ATTEST:

SOUTH MIDDLETON
SCHOOL DISTRICT


Secretary


President Board of School Directors


Witness


Dr. Kevin J. O'Donnell, Jr.



SOUTH MIDDLETON SCHOOL DISTRICT

Superintendent Evaluation Tool

Dr. Kevin J. O'Donnell, Jr.

2023-2024

Goal Area 1- A Welcoming Safe Learning Environment

The superintendent will review and plan for the implementation of additional security measures. This includes transitioning the new Supervisor of Safety and Security position onto the administrative team and working collaboratively to continue improving safety and security across our district's campuses. Ongoing safety and security improvements will be reported to the board of directors through various updates and ongoing committee meetings.

Meets or exceeds goal
Rationale: _____

Making progress towards goal

Did not meet expected outcome
Rationale: _____

Goal Area 2- A Systemic Approach to Student Learning

The superintendent will work collaboratively with staff to develop additional learning opportunities for students at the secondary level. The focus on career pathways will continue at the high school level and progress updates will be provided to the board of directors. A training plan for the implementation of our new K-2 and 3-5 elementary literacy series will be implemented to support our staff as they navigate this first year of their respective programs. The superintendent will develop recommendations for ensuring continued training for literacy and phonics instruction in the future.

Meets or exceeds goal
Rationale: _____

Making progress towards goal

Did not meet expected outcome
Rationale: _____



Goal Area 3- Grow, Attract, and Retain Talented, Committed Staff

The superintendent will develop a plan to address communication from the district to all stakeholder groups. This plan will consider policy implications, staffing implications, and leverage social media, as well as traditional means, to keep the school community informed of current and future initiatives including enrollment growth projections.

Meets or exceeds goal
Rationale: _____

Making progress towards goal

Did not meet expected outcome
Rationale: _____

Comments/Concerns: _____

