

**HUNTINGDON AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered this 13 day of September, 2021, by and between the Board of School Directors of the HUNTINGDON AREA SCHOOL DISTRICT, a municipal corporation and political subdivision of the Commonwealth of Pennsylvania with offices located in Pennsylvania (hereinafter sometimes referred to as "District" or "Board" or "Board of School Directors") and Jennifer Mitchell, an individual, (hereinafter sometimes referred to as "Mrs. Mitchell" "District Superintendent" or "Superintendent").

WHEREAS, the Board of School Directors of the District at a meeting duly and properly called on September 13, 2021 did appoint Jennifer Mitchell to the office of District Superintendent for the Huntingdon Area School District 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 in accordance with the Public School Code 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.

In consideration of the promises herein contained, the Board has employed Jennifer Mitchell and Jennifer Mitchell hereby accepts said employment as District Superintendent of the Huntingdon Area School District for a term commencing on or before the 15th day of November, 2021 and ending on June 30, 2026. ("Term"). The definite start date of the Term of this Contract shall be determined by mutual agreement in writing of the Board President and Jennifer Mitchell based upon her release from her current School District employer.

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 allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Contract.

2. Authority of District and District Superintendent.

The District, on its own behalf and on behalf of the electors of the District, and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in her, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power, rights, authority, duties and responsibilities limited by the express terms of this Contract.

3. Professional Qualifications.

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

4. Duties and Responsibilities.

A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator and Executive Officer of the District, and to perform to the best of her abilities the 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), the policies of the District 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 her designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting 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 of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent. 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.

D. The District Superintendent agrees to devote her time, attention, energies, skills and labor to her employment as District Superintendent during the Term of this Contract provided, however, that she may undertake with Board approval, 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 obligations pursuant to this Contract.

E. The duties of the District Superintendent require her 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, School activities, and graduate education programs is necessary to maintain the knowledge and skills required of her position.

F. Written Updates. The Superintendent shall update the Board of School Directors on issues in a written format and timeframe acceptable to the Board of School Directors.

G. Annual Report. Each year, the Superintendent shall submit to the Board of School Directors a concise report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year. The organization and content of this document shall be as mutually agreed upon between the parties. The report shall be due on or before June 15 of each school year, unless another date is mutually agreed upon by the Board and Superintendent. However, the Board of School Directors reserves the right unto itself to request semi-annual reports or other reports as determined necessary for the efficient and effective operation of the schools.

5. 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:

A. Effective on the first day of the Term of this Contract, the annual base salary of the District Superintendent shall be the amount of One Hundred Twenty Thousand Dollars (120,000.00).

B. On July 1, 2022 and on July 1st of every subsequent year of this Contract, the District Superintendent shall receive a minimum increase added to her base salary as

follows:

- If found to be satisfactory/proficient (or comparable rating) in her end of year evaluation in accordance with this Contract she shall receive a salary increase in an amount equal to two percent (2.0%) of her then-current annual salary; and
- If found to be distinguished (or comparable rating) in her end of year evaluation in accordance with this Contract she shall receive a salary increase in an amount equal to two and one half percent (2.5%) of her then-current annual salary.

Each increase shall be added to and become part of her annual base salary. The salary increases shall be applied unless the District Superintendent's performance is rated as "needs improvement" or "unsatisfactory" on her annual performance assessment for the prior school year, in accordance with the provisions of this Contract.

C. 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.

D. 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 amendment or extension of this Contract, unless agreed to in writing by the District Superintendent.

E. 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.

6. Benefits.

In addition to the annual salary set forth herein, the District shall provide the District Superintendent with the following benefits:

(1) VACATION LEAVE AND HOLIDAYS

The District Superintendent shall receive twenty-four (24) days of vacation leave with full pay each year of this Contract, which shall be prorated (i.e., seventeen (17) days of vacation leave) on the first day of the Term of this Contract during the first partial year of this Contract and credited in full (i.e., twenty-four (24) days of vacation leave) on July 1, 2022 and July 1st of each subsequent year of this Contract. The unused portion of such allowance of vacation leave shall accrue from year to year provided that the District Superintendent shall not carry over more than ten (10) unused days of vacation leave into a subsequent school year. On June 30th of each year of this Contract, the District

shall pay the District Superintendent her then-current per diem rate of pay for unused vacation not carried over into the new year, up to a maximum payment for ten (10) 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. There is no cash option for such payments. The District Superintendent shall make the board president aware of the dates she shall be taking vacation prior to taking said vacation unless such notice is waived or otherwise excused by the Board.

In addition, the District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, at which time the School District shall pay the District Superintendent her then-current per diem rate of pay for each day of her unused vacation leave up to a maximum of thirty-four (34) days. ("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 sixty).

Such payment for unused vacation leave shall be made in the form of a non-elective employer contribution to the District Superintendent's 403(b) account provided such contributions would not exceed the contribution limits under section 415(c) of the Internal Revenue Code for the year. If, upon termination of this Contract, the payment for unused vacation leave 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 payments.

In addition, the District Superintendent shall receive, with full pay, all holidays available to twelve-month administrative employees covered under the School District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("Act 93 Plan").

(2) SICK LEAVE

The District Superintendent shall be credited on the first day of the Term of this Contract with all of her unused days of sick leave carried over from her previous employer, not to exceed thirty (30) days of unused sick leave.

In addition, the District Superintendent shall receive thirteen (13) days of sick leave with full pay each year of this Contract, which shall be prorated (i.e., nine (9) days of sick

leave) on the first day of the Term of this Contract for the first partial Contract year and credited in full (i.e., thirteen (13) days of sick leave) on July 1, 2022 and July 1st of each subsequent year of this Contract. The unused portion of sick leave shall accrue from year to year without limit. Upon the District Superintendent's retirement, the District shall pay the District Superintendent for unused days of sick leave at the rate of one hundred seventy-five dollars (\$175) per day for each day of her unused sick leave up to a maximum of two hundred (200) days.

The District shall make such payment to the District Superintendent for unused sick leave as a non-elective contribution to the District Superintendent's 403(b) account provided such contributions would not exceed the contribution limits under section 415(c) of the Internal Revenue Code for the year. If, upon retirement, the payment for unused sick leave 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 payments.

The District Superintendent may use her days of sick leave to care for members of her "immediate family" as that term is defined in the "Bereavement leave" subparagraph of this Contract. Sick days used for members of her "immediate family" will be deducted from her allocated sick leave in the same manner as those used for her own illness. Should sick days be taken for more than three (3) consecutive days the board may request a physician's excuse for said days.

(3) PERSONAL LEAVE AND EMERGENCY LEAVE

In addition, the District Superintendent shall receive five (5) days of personal leave with full pay each year of this Contract, which shall be prorated (i.e., three (3) days of personal leave) on the first day of the Term of this Contract for the first partial year of this Contract and credited in full (i.e., five (5) days of personal leave) on July 1, 2022 and July 1st of each subsequent year of this Contract. Any unused personal leave accumulated on June 30th of each year of this Contract shall be converted to days of sick leave. In addition, when this Contract is terminated for any reason, whether voluntarily or involuntarily, all unused days of personal leave shall be converted to days of sick leave.

The Board President may approve emergency leave for the District Superintendent.

(4) BEREAVEMENT LEAVE

The District Superintendent shall receive three (3) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-

law, stepparent, grandparent, grandchild, someone residing in the same household or any person with whom the District Superintendent lives. District Superintendent shall receive one (1) day of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law

Extended Travel: in the event that the Superintendent is entitled to bereavement leave under Sections 4 above, and providing that this leave is because of the death an "immediate family" member of the Superintendent as described in Sections 4 above, and providing that extended travel of 200 miles or more is necessary, and providing such leave shall be requested in advance and approved by the Board; the Superintendent shall receive five (5) total days of absence for such bereavement leave, with pay. The District Superintendent may use her days of sick leave for additional bereavement in her sole discretion.

(5) JURY DUTY AND COURT APPEARANCES

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty, court and other judicial and administrative appearances for any proceeding in which she is subpoenaed to appear.

(6) HEALTH-RELATED INSURANCE BENEFITS

(a) The District shall provide Medical coverage (including but not limited to physician coverage, hospitalization, surgical, prescription drug, vision and dental benefits) for the District Superintendent, her spouse and eligible dependents which medical coverage shall be consistent with the coverage outlined in the Act 93 Agreement, or any successor plan during the Term of this Agreement, and subject to the operating guidelines and procedures of the insurance provider.

Should the spouse of the Superintendent be hired as a professional employee outside of Huntingdon Area School District, said spouse will not be eligible to enroll under the District's health plan while the spouse is also eligible for coverage through any of the following employers:

- Commonwealth of Pennsylvania;
- Federal Government, to include Federal Court System or any branch of the U.S. Military;
- Any public school, intermediate unit, cyber or charter school;
- State System of Higher Education Universities or state owned Universities funded by the State of Pennsylvania; or
- State-related Universities of Pennsylvania [Pennsylvania State Universities, University of Pennsylvania, Lincoln University, and Temple University].

(b) Should the spouse of the Superintendent be hired as a professional employee outside of Huntingdon Area School District, the Superintendent may select an option to refuse her medical benefits offered under this plan in exchange for a payment of \$3,000 annually. Should a higher amount be paid to any other employee or employee group, the District will provide the Superintendent with a payment of an equal amount. This "opt-out" of medical benefits does not apply to the superintendent if her spouse is on the District's plan.

(c) Upon the District Superintendent's retirement from the District and acceptance of retirement benefits from the Pennsylvania Public School Employees Retirement System ("PSERS"), the District shall continue to provide medical benefits (including but not limited to physician coverage, hospitalization, surgical, prescription drug, vision, and dental benefits) to the District Superintendent, her spouse and eligible dependents for a period of five (5) years or until she is eligible for Medicare, whichever takes effect sooner. Such medical insurance benefits shall be the same as those provided by the District to its administrators under the District's Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164). The District's obligations under this provision shall survive the termination of this Contract.

If the Superintendent elects not to continue her health coverage with the District at retirement for any reason, the District shall pay the District Superintendent the amount of eight thousand five hundred dollars (\$8,500) per year for a period of five (5) years or until she is eligible for Medicare, whichever takes effect sooner. This provision shall survive the termination of this Contract.

(d) If the Superintendent retires from the Huntingdon Area School District under the provisions for PSERS early or normal retirement or disability retirement from the Pennsylvania Public School Employees' Retirement System, then shall the Superintendent be eligible for the Retirement Provisions according to Section 6 of this Contract.

(7) LIFE INSURANCE

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy in an amount equal to two (2) times the District Superintendent's annual salary. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

(8) LIABILITY INSURANCE

The District shall pay the full cost of and provide the District Superintendent with

Comprehensive Catastrophic Liability insurance and Errors and Omissions Liability insurance in an amount no less than the District coverage for Board members in existence during the Term of this Contract.

(9) LONG TERM DISABILITY

The Superintendent will be provided a disability insurance plan in accordance with the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164).

(10) GRADUATE COURSEWORK, PROFESSIONAL DEVELOPMENT AND CONTINUING EDUCATION

The District shall pay the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, provided the courses are approved in advance by the Board. The District shall make such payment to the District Superintendent upon her registration for each graduate course, when she submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by the District Superintendent for any course in which the District Superintendent fails to receive a final passing grade. The District Superintendent shall adhere to all other requirements in accordance with District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) which do not conflict with the provisions above, including, but not limited to the maximum number of credits and "loyalty" provisions regarding two full years of service following completion of credits. Provided, however, notwithstanding any other provision of this Contract or of the District's administrator compensation plan, no repayment of any kind shall be required from the District Superintendent if the District Superintendent's departure from the District is due to death or a serious health issue of hers or a member of her immediate family, as defined herein; if her Contract is not renewed for another term by the Board; or otherwise by mutual written agreement of the Board and District Superintendent.

The District shall pay the full enrollment cost and/or tuition and fees 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 successfully complete. Such reimbursement shall be in accordance with District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164).

(11) MILEAGE REIMBURSEMENT

The District shall fully reimburse the District Superintendent for mileage associated with

use of her private vehicle in the performance of Superintendent's duties, which reimbursement shall be based on the then-current mileage allowance as established by the internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Such expense and mileage reimbursement costs shall be approved by the Board on a monthly basis in accordance with Board policy and procedures. Such mileage will be based upon the IRS rate, be from terminal to terminal and may not be used for travel from the Superintendent's personal residence.

(12) PROFESSIONAL AND COMMUNITY ASSOCIATIONS

The District shall pay the full cost of the District Superintendent's annual membership and participation in at least three professional associations as selected in the sole discretion of 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 in the leadership of these organizations by holding office and serving on committees. In addition, with prior board approval, the District shall pay or reimburse the District Superintendent for her annual membership and participation in community service organizations, if any (e.g., the Rotary and Chamber of Commerce).

(13) MEETINGS, CONVENTIONS, AND SEMINARS

The duties of District Superintendent require her participation and presence at meetings, conventions, and seminars in order that the District Superintendent can maintain an awareness of current issues, programs, and information. The District Superintendent's attendance at meetings, conventions, Seminars, workshops, in-service programs, school activities and graduate education, continuing education, and professional development programs is deemed necessary by the Board in order to maintain knowledge and skills required of the District Superintendent's position. The Board considers such activities and the expenses involved in such activities, including annual attendance at conferences at the national, state (PASA and/or PSBA) or regional levels each year, to be directly related to the District Superintendent's duties and appropriate for reimbursement. However, the District Superintendent will not attend any national conference or other state conferences without approval from the Board. Reasonable expense reimbursement for such activities shall be provided to the District Superintendent in accordance with District policies and procedures.

(14) TECHNOLOGY

The District shall reimburse the District Superintendent at the rate of fifty dollars (\$50) per month for the use of her personal Cellphone, including data usage, and wireless internet connection for District-related purposes. This amount shall be paid annually at the end of each fiscal year (June) and subject to all applicable taxes. Additionally, the

District shall provide the District Superintendent a laptop computer, for effective modern communication and work productivity. In the event that the District Superintendent is conducting business away from the District, a mobile hotspot or other similar device will be provided to ensure access to the Internet; however, the District Superintendent will endeavor to use her own Wireless internet connection when applicable and as possible. The Parties acknowledge and agree that the above-mentioned communications devices are to be used primarily for District business and may also be used by the District Superintendent for incidental personal use. All maintenance and other monthly or recurring charges for the electronic equipment provided pursuant to this paragraph shall be at the expense of the District, shall remain the property of the District, and shall be returned to the District upon termination of this Contract.

(15) OTHER BENEFITS

The District Superintendent shall be entitled to any and all benefits and incentives provided and specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) and the benefits and incentives provided to District teachers through the collective bargaining agreement. Any increase or improvement in benefits and incentives extended to District employees through the District's administrator compensation plan and/or the teachers' collective bargaining agreement during the Term of this Contract will also be extended to the District Superintendent and become part of this Contract. To the extent there is any inconsistency or conflict between the benefits in this Contract and the benefits provided to any other District employee, the District Superintendent shall receive the benefit most advantageous to the District Superintendent. In addition, the District and District Superintendent agree that on the first day of the Term of this Contract, the District Superintendent shall be credited with her twelve years of prior experience in the District and she is eligible for the severance payment at retirement as set forth in the District's administrator compensation plan.

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 and contained within this contract.

7. 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 evaluation instrument and method attached hereto and incorporated into this Contract as Appendix B shall be used for the District Superintendent's annual performance assessment unless another evaluation instrument and method is agreed upon in writing by the Board and District Superintendent. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice 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 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 by the Board President. The District Superintendent shall have the right to make a written 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 either through written or verbal communication, except as otherwise expressly required by state or federal law. Six months after the annual performance assessment as set forth herein, the Board and District Superintendent shall review progress toward the then-existing District goals and objective performance standards. The results of this informal progress review shall be mutually agreed upon by the Board and District Superintendent, shall include any revisions to the District's goals and/or District Superintendent's objective performance standards, and shall be reduced to writing. 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.

- 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 annual salary rate for the District Superintendent.
- 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 on an annual basis. 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.

8. 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 an investigation prior to the investigation being concluded. The Superintendent shall be notified in advance of any such meeting. 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.

9. Professional Liability.

The Board shall defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in her individual capacity or in her official capacity as agent and employee of the Board, provided the incident arose while District Superintendent was acting, or reasonably believed she was acting, within the scope of her employment. If a conflict exists in regard to the defense to such claims between the legal position of the Board and the legal position of the District Superintendent, the District Superintendent may engage separate counsel to defend against such allegations and the District shall pay the full cost of such separate representation. The obligations of this provision shall survive the termination of this Contract.

10. Reappointment.

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform her at least

annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, as soon as possible after such decision is made but no later than ninety (90) days prior to the expiration of the Term of this Contract, of the Board of School Directors' intent not to reappoint her. Should the District Superintendent not be so notified at least ninety (90) days prior to the expiration of the Term of this Contract, the District Superintendent shall be reappointed for a further term of one (1) year and the terms and conditions of this Contract shall be incorporated into said successor Contract unless mutually agreed otherwise by the Board and the District Superintendent.

11. Termination.

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

A. The Superintendent shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. 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 without charge to the Superintendent. The Superintendent shall have the right to be represented by counsel at her sole cost and expense. Provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for all legal fees and expenses incurred by the District Superintendent in the proceedings.

B. This Contract 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 Contract is terminated in this manner, the District shall timely pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of her 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 Superintendent and the Board. If this Contract is terminated in this manner, the District shall timely pay and provide to the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and Superintendent provided that any such additional amount shall be in compliance with Section 1073(e)(3) of the Public School Code.

D. This Contract shall be terminated upon the death of the Superintendent, at which time, the District shall pay to the Superintendent's surviving spouse, or if no surviving spouse to her estate and/or heirs all of the aggregate compensation, salary, and benefits the Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Superintendent's death. The provisions hereof shall not be deemed to affect any other applicable benefits which may be available to the District Superintendent, her spouse or estate in the event of the death of the Superintendent during the term of this Contract, including but not limited to those available, if any, under any applicable retirement program, COBRA, workers' compensation, or otherwise.

12. Internal Revenue Code Section 409A Compliance.

This Contract and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such Internal Revenue Code section applies to any non-qualified deferred compensation paid hereunder. The District and District Superintendent intend that this Contract shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the District Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions of this Contract shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Contract shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Contract, it is intended that any payment or benefit which is provided pursuant to or in connection with this Contract which is considered to be nonqualified deferred compensation subject to Section 409A shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The District and the District Superintendent shall cooperate in good faith to modify this Contract as necessary to comply with the requirements of Section

409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to the District Superintendent under this Contract. This obligation shall survive the termination of this Contract.

13. 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.

14. 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.

15. Obligations.

This Contract shall be binding upon and shall inure to the benefit of the 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, her personal representatives and heirs.

16. 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.

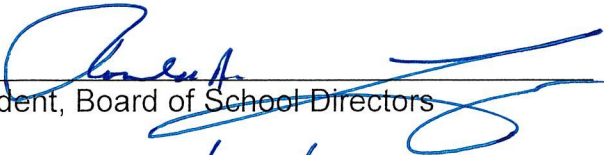
17. Applicable law.

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

(SIGNATURES ON NEXT PAGE)

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.

HUNTINGDON AREA SCHOOL DISTRICT:

By: 
President, Board of School Directors

Date: 09/16/2021

Attest: 
Secretary, Board of School Directors

Date: 9/20/2021

JENNIFER MITCHELL:

By: 
District Superintendent, Jennifer Mitchell

Date: 9/20/21

Attachments:

Appendix A - Job Description

Appendix B- Evaluation Instrument

Appendix C – Objective Performance Standards