EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") entered into on September 21, 2021, is between the CHAMBERSBURG AREA SCHOOL DISTRICT ("School District") and Kurt P. Widmann ("CAO").

BACKGROUND. The Board of School Directors ("Board") of the Chambersburg Area School District at a regularly scheduled public meeting, duly and properly held on September 21, 2021, appointed Kurt P. Widmann as Assistant Superintendent/Chief Academic Officer, in accordance with and pursuant to Sections 508 and 1076 of the Public School Code of 1949, as amended ("Public School Code"). Further, the Board, at the same regularly scheduled public meeting, approved this Agreement. The School District and the CAO, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. Term of Employment. The School District hereby employs CAO for a term of five (5) years commencing on September 27, 2021, and shall continue until June 30, 2026. This Agreement shall terminate on June 30, 2026, unless the Agreement is renewed for an additional term pursuant to Section 1077 of the Public School Code. CAO agrees to accept said employment and for said term, CAO’s work-year shall consist of 248 scheduled workdays each year.

2. Professional Certification and Duties.
   a. During the term of this Agreement, CAO agrees to serve as Chief Academic Officer for the School District and to perform the duties of CAO in a competent and professional manner in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the policies of the School District, and the policies and regulations of the Board.

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b. CAO will work at the direction of the Board and the District Superintendent. In addition to all other responsibilities, CAO will attend all regular board meetings and special committee meetings as designated by the Board and the Superintendent and serve as an advisor to said committees and/or the Superintendent.

c. CAO covenants that he possess all of the qualifications that are required by law to serve as CAO. CAO agrees to maintain, throughout the term of this Agreement a valid and current commission and/or certification, or any other legal credentials as may be required by applicable laws and regulations and to present the same to the Board of School Directors. CAO further agrees to subscribe to and take the proper oath of office before entering upon his duties.

3. Residency. As a condition of appointment and employment and the terms and conditions of this Agreement, CAO shall maintain his primary residence within the boundaries of the School District.


a. As compensation for CAO’s services and performance of his obligations under this Agreement, the School District shall pay to CAO an annual salary in the amount of ONE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS ($138,000) for the 2021-2022 school year (“Base Salary”).

b. In accordance with this Agreement, the Board, in consultation with the District Superintendent, shall evaluate the performance of the CAO in accordance with Paragraph 9 of this Agreement. Effective July 1, 2022, and effective July 1 of each year thereafter, the CAO shall be entitled to an increase in his salary calculated as follows:

i. An increase of 0% for a “failing” evaluation;

ii. An increase of 1% for a “needs improvement” evaluation;
iii. An increase of between 1.5% and 5.5% for a “proficient” or “distinguished” evaluation. The Board, in an exercise of its sole discretion, shall determine the amount of the salary increase.

iv. The evaluation shall be related to meeting stated goals, as established by the Board and/or the District Superintendent.

c. The CAO’s salary shall be payable on the School District’s customary salary payment dates.

5. Benefits.

a. Unless otherwise specified in this Agreement, CAO shall be entitled to all benefits provided to Administrators under the School District’s Act 93 Compensation Plan in effect on July 1, 2021, and as may be amended from time to time.

b. Vacation. The CAO shall be entitled to twenty (20) days of vacation annually with the right to carry over unused vacation days. A maximum of ten (10) vacation days may be carried over into the subsequent school year. In the event that this Agreement is terminated, the number of vacation days for that school year shall be prorated on a monthly basis and paid to CAO based upon the CAO’s per diem salary rate ($/248th) in effect at the time when this Agreement is terminated. If CAO has any accrued, but unused, vacation days as the result of a death in service or a qualified retirement, as defined in Paragraph 12(b), up to twenty (20) days may be submitted for reimbursement at the CAO’s daily rate of pay. The CAO also will have no obligation to reimburse the School District for any used vacation days during or upon termination of this Agreement.

c. Holidays. The CAO shall be entitled to holidays consistent with the holidays established by law, or granted by the Board, as applied to the Act 93 Administrators.
d. **Sick Leave.** Effective July 1 of each year during the term of this Agreement, the CAO shall receive an amount of sick leave as determined by the provisions set forth in the School District's Act 93 Administrators Compensation Plan, which for 2021-2022, totals thirteen (13) days.

e. **Health, Dental, and Vision Insurance.** The CAO shall have the same health, dental and vision insurance, including a co-pay or premium share, if any, as the Act 93 Administrators employed by the School District.

f. **Personal Leave Days.** Effective July 1 of each year during the term of this Agreement, CAO shall be entitled to four (4) personal leave days. Unused personal leave days may be accumulated up to a maximum of eight (8) days. The School District shall have no obligation to buyout personal leave days at any point during or after completion of the term of employment set forth in this Agreement.

g. **Bereavement Leave.** CAO shall be entitled to four (4) days of the bereavement leave for a death in the immediate family (husband, wife, child, step-child, stepparents, brother, sister, grandparents, grandchildren, parent or parent-in-law) whenever no other long term work break is available. CAO shall be entitled to two (2) days of bereavement leave for the death of a near relative (first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law and sister-in-law).

6. **Outside Activities.** CAO agrees to devote during the term of this Agreement his full working time, attention, energies, skills and labor to his employment as CAO, provided, however, that he may undertake outside extra-curricular activities such as consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, so long as such activities do not interfere or conflict with the performance of CAO's duties and
responsibilities and by obtaining approval, in writing and in advance, from both the Board and the District Superintendent.

7. **Professional Growth and Improvement.** School District encourages the continuing professional growth of CAO through his participation, as he might determine in light of his responsibilities as CAO in:

   a. The operations, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;

   b. Seminars and courses offered by public and private educational institutions; and business management course or seminars;

   c. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of CAO to perform his professional responsibilities for School District.

   d. Participation in social clubs and organizations, such as Rotary, Chamber of Commerce.

   In its encouragement of professional development, School District shall permit a reasonable amount of release time for CAO to attend to such matters and pay for the necessary membership, tuition, travel and subsistence expenses within the line item provided for such expenses within the School District’s budget.

8. **Expenses.** The School District shall pay or reimburse CAO for reasonable expenses approved by the Board and incurred by the CAO in continuing performance of his duties under this Agreement. The School District shall provide CAO with a cellular phone, laptop computer and/or iPad.
9. **Formal Written Assessment of Performance.**

   a. The Board no later than June 30 of each year shall evaluate, in writing, the performance of CAO as required by Section 1073.1 of the Public School Code by the mutually agreed upon evaluation method and objective performance standards indicated in Appendix “A.” In the event the Board determines that the performance of CAO 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 CAO. CAO shall have the right to make a written response to the evaluation. The evaluation by the Board and CAO’s response(s) shall be private and confidential, except to the extent that such information is required to be disclosed under Section 1073.1 of the Public School Code, which requires posting the date of the assessment and whether or not the CAO has met the agreed upon objective performance standards on the District’s publicly accessible Internet website, or any other applicable law. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement; provided, however, that CAO shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

   b. The formal written performance assessment shall be used for the following purposes:

      i. To strengthen the working relationship between the Board, the Superintendent and the CAO, and to clarify for CAO and individual members of the Board the responsibilities the Board relies on CAO to fulfill;

      ii. To discuss and establish goals for the ensuing year; and
iii. To establish the basis for possible incremental adjustments in the annual salary rate for CAO.

c. The Board and CAO agree that CAO’s performance as CAO will be evaluated by the objective performance standards which are set forth in Appendix “A” and which shall be considered a part of this Agreement. The objective performance standards shall be posted on the School District’s publicly accessible Internet website.

d. Beginning July 1, 2022 and by June 30 of each successive year of the term of this Agreement, the Board shall meet to determine if the written objective performance standards shall be modified. In the event that both parties agree to modify the objective performance standards, the modification(s) shall be set forth in writing, shall be attached to this Agreement and made a part of the Agreement, and shall be posted on the District’s publicly accessible Internet website.

10. **Goals and Objectives.** The Board, in consultation with the District Superintendent and CAO shall, during each school year, jointly establish goals and objectives which shall be included among the criteria for evaluation of CAO.

11. **Professional Liability.**

   a. The Board shall defend, hold harmless, and indemnify CAO from any and all demands, claims, suits, actions and legal proceedings brought against CAO in his individual capacity, or in his official capacity as agent and employee of the School District, provided the incident arose while CAO reasonably believed he was acting within the scope of his employment, and provided that CAO has not committed an unauthorized, criminal, willful, or intentional act causing such incident.
b. If, after first consulting with the Board, and/or its counsel, CAO is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of CAO and the legal position of the School District, CAO may engage private counsel upon further written notice to the Board, in which event the Board, shall indemnify CAO.

c. The provisions of this section shall not limit the rights and obligations of CAO pursuant to the provisions of the Political Subdivision Tort Claims Act.

12. Termination of Agreement. This Agreement may be terminated upon any of the following events:

a. Mutual agreement of CAO and the Board.

b. Retirement of CAO (i.e., CAO applies for and accepts effective as of the date of termination of his employment retirement benefits under the Pennsylvania School Employees Retirement System).

c. Disability of CAO. In the event CAO is disabled and is unable to perform CAO’s duties for a period of three (3) consecutive months, then the School District may terminate this Agreement if the School District provides written notice to the CAO prior to the CAO’s being able to resume performance of his duties.

d. Discharge for Cause. Discharge for cause shall constitute conduct which results in removal of CAO from office pursuant to the provisions of the Public School Code.

e. Death of CAO.

13. Waiver of Breach. The waiver by School District of due performance of or compliance with any provisions of this Agreement by CAO shall not operate or be construed as a waiver of due performance or compliance by CAO thereafter.
14. **Severability.** If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

15. **Headings.** The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

17. **Modification.** No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, School District and CAO have signed this Agreement this ___ day of __________, 2021.

ATTEST: CHAMBERSBURG AREA SCHOOL DISTRICT

__________
Secretary

By: __________
Mr. Kevin Mintz, Vice-President of the Board of School Directors

Kurt P. Widmann
APPENDIX “A”

Chambersburg Area School District
Assistant Superintendent/Chief Academic Officer
Evaluation Tool

Name: _______________________________________

Date: _______________________________________  Rating:

0 1 2 3

Standard 1 - SHARED VISION
An education leader promotes personalized student success by thinking and planning strategically to create and sustain an organizational vision of learning that is shared and supported by the school community.

Comment(s): _______________________________________

Standard 2 - CULTURE OF LEARNING
An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

Comment(s): _______________________________________

Standard 3 - DECISION MAKING
An education leader promotes personalized student success by accessing and using appropriate data to inform decision making at all levels of the system.

Comment(s): _______________________________________

Standard 4 - MANAGEMENT
An education leader promotes personalized student success by ensuring management of the resources for a safe, efficient and effective learning environment.

Comment(s): _______________________________________

Standard 5 - FAMILY AND COMMUNITY
An education leader promotes personalized student success by collaborating, communicating, engaging and empowering others inside and outside of the organization to pursue excellence in learning.

Comment(s): _______________________________________

____________________________________
Standard 6 - ETHICS
An education leader promotes personalized student success by operating in a fair and equitable manner with personal and professional integrity.

Comment(s):

______________________________

Standard 7 - ADVOCACY
An education leader promotes personalized student success by advocating for children and public education in the larger political, social, economic, legal and cultural context.

Comment(s):

______________________________

Standard 8 - PERSONAL AND PROFESSIONAL GROWTH
An education leader promotes personalized student success by supporting professional growth of self and others through practice and inquiry.

Comment(s):

______________________________

Standard 9 - OBJECTIVE PERFORMANCE STANDARDS:
Section 1073.1 of the Public School Code of 1949 provides that "the employment contract for a district superintendent or assistant superintendent shall include objective performance standards mutually agree to in writing by the board of school directors and the district superintendent or assistant superintendent." The objective performance standards may be based upon the following: 1) achievement of annual measurable objectives established by the school district; 2) achievement on the PSSA and/or Keystone Exams; 3) student growth as measured by PVAAS; 4) attrition or graduation rates; 5) financial management standards; 6) standards of operational excellence; or 7) any additional criteria deemed relevant and mutually agreed to by the board and district superintendent.

The objective standards agreed to by the Board and Assistant Superintendent are as follows:

1. “Improve student achievement and outcomes”
   
   Comment(s):
   ________________________________

2. “Ensure that students are career and college ready”
   
   Comment(s):
   ________________________________

3. “Ensure that the school district has the most talented staff”
   
   Comment(s):
   ________________________________
4. "Ensure that the school district is financially stable and evidences financial stewardship"

Comment(s): __________________________________________________________

OVERALL AVERAGE SCORE:

Overall Comment(s): _____________________________________________________

Key:

0 = Unsatisfactory
1 = Needs improvement
2 = Satisfactory
3 = Excellent