

BLOOMSBURG AREA SCHOOL DISTRICT

CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT

**THIS CONTRACT** is made and entered into this 22<sup>nd</sup> day of February 2022, between the Board of School Directors of the Bloomsburg Area School District with administrative offices located at 728 East Fifth Street, Bloomsburg, PA 17815 (the “District”) and an individual, **JONATHAN CLEAVER** (the “Superintendent”).

**WHEREAS**, the Board of Directors of the District (the “Board”) at a meeting duly and properly called on February 22, 2022, desire to offer a contract to the District Superintendent in accordance with Section 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949 (the “School Code”); and

**WHEREAS**, the parties agreed to certain terms and conditions of employment and reduced those terms and conditions to writing, as set forth herein (the “Contract”);

**INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual covenants contained herein, the parties agree as follows:**

**1. Term.**

- A. The Board, in consideration of the premises herein contained, employs and elects Superintendent, and Superintendent hereby accepts said employment as Superintendent of the Schools of the District for a term of five (5) years, effective February 23, 2022 and ending on February 22, 2027.

**2. Authority of School Board/District and Superintendent.**

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

**3. Conditions of Employment.**

- A. Professional Certification. As a condition precedent to and ongoing duty of this Contract, Superintendent shall hold a valid Superintendent’s Certificate issued by the Department of Education, Commonwealth of Pennsylvania.
- B. Physical Examination. The Board may direct Superintendent to undergo a complete physical examination and urine drug screen with a physician of the District’s choice and at the District’s cost to determine that Superintendent’s health will permit him to continue to perform fully and completely the duties of the position of Superintendent in accordance with the terms and provisions

of this Contract. This Contract shall, at all times, be conditioned upon Superintendent's fitness and ability to perform the duties of his position and in accordance with the Contract.

#### **4. Duties and Full-Time Employment.**

- A. Superintendent shall be charged with the administration of the Schools of the District under the direction of the Board of School Directors. Superintendent shall be the Chief Executive Officer of the District and shall assume the responsibilities and perform the duties set forth in the description for his position as established by the Board of Directors of the Bloomsburg Area School District. The current Superintendent description is attached as Exhibit "A" and incorporated by reference herein. The Board of Directors may change this description from time to time, and the amended description shall be incorporated by reference in this Contract unless objected to for cause by the Superintendent within ten (10) days following the approval of said amended description. In the event that the Superintendent objects to an amendment to his job description for cause, the parties shall meet as soon as possible, but in no event later than five (5) days after the Superintendent objects to the amendment to the job description. Should the Board and the Superintendent fail to reach an agreement regarding the amendment to the job description; the Superintendent will be required to comply with the terms and provisions of the job description pending the Superintendent's right to appeal such a determination by filing a local agency appeal following Board adjudication with the Court of Common Pleas.
- B. Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. Superintendent or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his own employment or performance, and he 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 Superintendent for study, disposition, or recommendation as is appropriate. Nothing in this Section shall preclude the Board or its members from responding to members of the community as outlined in Board Policy.
- C. 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 should be through the Superintendent, but appropriate protocols for official Board contact and communication with staff will be established by mutual agreement of the Board and Superintendent. Nothing in this Section shall preclude the right of Board Members to exercise their responsibilities as individuals 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. Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of his Contract provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services for which he could receive compensation from the District provided that he obtains advance authorization from the Board.
- E. The District and Superintendent agree that the performance of Superintendent's duties 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 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 his position. The District considers the expenses involved in such activities to be appropriate for reimbursement in accordance with the duly authorized policies of the District. Accordingly, expense reimbursements for such activities are hereby approved provided that they are in accordance with procedures of District policy.

## **5. Compensation and Benefits.**

- A. The Board recognizes the complexity of the position of Superintendent and its importance to the District. Accordingly, the Board agrees to compensate the Superintendent in accordance with the provisions of Exhibit "B", which is attached hereto and incorporated by reference herein.
- B. The Superintendent shall be entitled to the benefits as set forth on Exhibit "C", which is attached hereto and incorporated by reference herein.

## **6. Assessment of Performance.**

- A. The Board shall evaluate, in writing, the performance of Superintendent at least once per year during the term of this Contract. The performance review shall include objective performance standards mutually agreed to in writing by the Board and Superintendent, which may include, but need not be limited to, the following:
  - (1) achievement of annual measurable objectives established by the District;
  - (2) achievement on Pennsylvania System of School Assessment (PSSA) tests;
  - (3) achievement on Keystone Exams;
  - (4) student growth as measured by the Pennsylvania-Added Assessment System;
  - (5) attrition rates or graduation rates;

- (6) financial management standards; (A) standards of operational excellence; or (B) any additional, relevant criteria.

An appropriate performance evaluation instrument that includes the performance standards, performance indicators, and rating structure shall be established by mutual agreement of the Board and Superintendent.

- B. In the event the Board determines that the performance of 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 Superintendent. Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and Superintendent's response(s) shall be completely confidential and in no manner become public knowledge or conversation, unless the Board exercises its right to terminate or suspend in accordance with the School Code. The parties shall have the right to mutually waive a formal performance assessment in any year of the Contract provided; however, that Superintendent 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.
- C. The performance assessment shall be used for the following purposes:
  - (1) To strengthen the working relationship between the District and Superintendent;
  - (2) To clarify, for the Superintendent and individual members of the Board of School Directors, the responsibilities the Board relies on Superintendent to fulfill; and
  - (3) To discuss and establish goals for the ensuing year.

## **7. Investigations by the Board.**

In the event that a School Director believes a formal investigation is required due to the Superintendent's conduct or performance, an initial Executive Session shall be held in accordance with Board Policy to determine if such an investigation is warranted. The Superintendent will not be present at, and may not be informed of, the initial Executive Session. In the event that the Board of School Directors determines and directs that any investigation of Superintendent's conduct or performance be undertaken, Superintendent shall be: (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) 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 Superintendent of the commencement or progress of the same. Notwithstanding the foregoing, should the Board elect to take formal action to suspend or terminate superintendent, such actions

are required to be undertaken at a public meeting. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with Superintendent following the completion of any investigation of his conduct or performance.

**8. Discharge or Termination.**

- A. Mutual Written Agreement of Superintendent and Board. This Contract may be terminated by mutual written agreement of Superintendent and Board. There need not be any cause. In such event, the Board may pay Superintendent's salary and provide normal benefits through the effective date of termination and will have no further obligation for salary, benefits, or any other item under this Contract after the effective date of termination.
- B. Disability of Superintendent. If Superintendent is unable to perform all of Superintendent's regular duties because of a physical or mental incapacity, for a period of ninety (90) consecutive days or for a period of one hundred twenty (120) days during any one (1) calendar year period, the Superintendent will be considered disabled, and the Board will terminate this Contract by written notice to the Superintendent. In such event, prior to termination, Superintendent will be subject to the Board's normal policies concerning the use of sick leave days, vacation days, and personal leave days, and the Board will have no further obligation for salary, benefits, or any other item under this Contract after the effective date of termination.
- C. For Cause. The Board may remove Superintendent and terminate this Contract pursuant to the procedures set forth in School Code Section 1080 for cause. For purposes of this Contract, "cause" shall mean the reasons set forth in the School Code Section 1080, the reasons set forth in other applicable law that requires termination of employment, or misstatement of a material fact concerning Superintendent's qualifications in connection with the Board's employment of Superintendent. 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, and a 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 witnesses 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 in the event an appeal is taken by the Superintendent from any action taken by the Board. Superintendent shall have the right to be represented by counsel at his sole cost and expenses. Provided, however, should the Superintendent prevail in any hearing or appeal, the Board shall reimburse him for all legal fees incurred in any action. If the Superintendent has been given notice of charges and of a hearing, the Board reserves the right to suspend the Superintendent, with or without pay, at the discretion of the Board, pending a hearing and final

decision. If the Board terminates this Contract for cause, the District will have no further obligation for salary, benefits, or any other item under this Contract after the effective date of termination or any earlier suspension without pay.

- D. Resignation. In the event that Superintendent seeks to resign or separate his employment with Board for any reason other than death, illness, or disability, Superintendent shall give District at least ninety (90 days' written notice in advance of the employment severance date. The failure of Superintendent to give such required notice shall cause Superintendent to lose any entitlement to any unused but accrued payments that may be offered pursuant to the fringe benefits described in Exhibit "C" which is attached hereto and incorporated by reference herein.
- E. Death During Employment. If Superintendent dies during the term of his employment, the Board shall pay to the estate of Superintendent the compensation which otherwise would be payable to Superintendent up to the end of the month in which Superintendent's death occurs, Thereafter, except for the Board's agreement to pay any life or disability insurance benefits, which are payable upon the death of Superintendent, through Board-owned or controlled policies required under this Contract to Superintendent's stated beneficiaries, the Board shall have no further responsibility hereunder, and this Contract shall terminate automatically.
- F. Severance of Agreement. If any issues arise that could be determined by the Board as a basis to terminate this Contract for cause, then the parties may elect, in lieu of litigation, to sever this Contract and to terminate their relationship.

If such termination were to take effect two (2) years or more prior to the end of the current term of this Contract, then the maximum severance compensation payable by the District to the Superintendent shall be limited to the equivalent of one (1) year's total compensation and benefits due under the Contract, as calculated for the current year of the term.

If such termination were to take effect less than two (2) years prior to end of the current Contract term, then the maximum severance compensation payable by the District to the Superintendent shall be limited to the equivalent of one-half (½) of the total compensation and benefits due under the Contract for the remainder of the current term.

In either instance, the following shall apply:

- (1) The PSERS reporting, payments, and credit cannot be extended beyond the severance date;
- (2) Health care benefits shall not be extended beyond the end of the month during which severance occurs; and

- (3) Any salary shall be paid in a lump sum, as part of a regular payroll, as soon as practicable following the date of severance.

**9. Professional Liability.**

The Board agrees that it will defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Superintendent 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 duty of indemnification shall not extend to those actions of the Superintendent beyond the scope of the Contract or the parameters for him established hereunder.

**10. Reappointment.**

The Board shall provide Superintendent with periodic opportunities to discuss Superintendent-Board relationships and Superintendent-District relationships. If, at any time, Board decides it does not desire to renew the Contract of Superintendent for another term, Board shall notify Superintendent in writing by certified mail, no later than a date which is six (6) months prior to the termination of the Term of the present Contract, and such notification should state that it is the intent of Board not to reappoint Superintendent for a subsequent term, or language substantially advising Superintendent of such. Should Superintendent not be so notified, he shall be reappointed at the regular business meeting of the Board of School Directors of the District which is at least five (5) months in advance of the final day of the Term of the present Agreement. Such reappointment shall be for a term of five (5) years and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed upon between Board and Superintendent.

**11. Modification.**

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

**12. Obligations.**

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

**13. Applicable Law and Jurisdiction.**

This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas of Columbia County, Pennsylvania shall have jurisdiction and venue over any disputes arising hereunder.

**14. Severability.**

If any sentence, clause, section or part of this Contract is, for any reason, found to be unconstitutional, illegal or invalid, then such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Contract.

**15. Statutory Reference.**

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

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 above written.

**ATTEST:**

**BLOOMSBURG AREA SCHOOL DISTRICT**

\_\_\_\_\_  
Secretary

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President, Board of School Directors

**ATTEST:**

**SUPERINTENDENT**

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## **EXHIBIT “A”**

### **BLOOMSBURG AREA SCHOOL DISTRICT**

#### **JOB DESCRIPTION**

**TITLE:**

**SUPERINTENDENT**

**QUALIFICATIONS:**

Must hold a PA Superintendent’s Letter of Eligibility. Minimum of five years of administrative experience and five years of teaching experience in K through 12 grades required. MS/MB required, Doctorate preferred. Must be computer literate. Executive core qualifications, including the ability to lead change and lead people, the ability to meet district goals with a focus on results, the possession of business acumen, and the ability to build coalitions. Must be able to lead and manage, and to ensure that targeted goals and initiatives are achieved. Must have the ability to enhance the overall educational programs and services for all students by building capacity and consistency for effective change and sustainability. Must have the ability to increase capacity, accountability, and efficiency for improved effectiveness among administrative and professional personnel. Must have the ability to enhance communication, critical thinking skills, and collaboration among administrative and professional personnel. Must have the ability to promote team building and shared responsibilities among administrative and professional personnel. Must possess demonstrated knowledge and application of effective administrative principles, practices, and trends.

**REPORTS TO:**

Board of School Directors

**JOB GOALS:**

To provide the necessary leadership and articulate the vision for the future of the district.

To inspire, lead, and direct employees to achieve the highest levels of excellence so that each student is provided with a challenging, meaningful, and rewarding education. To oversee and administer the use of district facilities, property, and funds with maximum efficiency, cost-effectiveness, and an ever-present, overriding awareness of and concern for their impact upon education of individual students and taxpayers.

To build on the success of the district by enhancing business-educational programs and services.

To promote connections between education and the workforce so that students are prepared with the 21<sup>st</sup> Century skills necessary to succeed in the global workforce.

To provide expanded learning opportunities based on research, innovation, and entrepreneurship through Science, Technology, Engineering, and Mathematics (STEM) initiatives.

### **Primary Duties and Responsibilities:**

1. Recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision;
2. Organizing, supervising, and arranging the administrative and supervisory staff;
3. Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;
4. Recommending annual objectives for the District consistent with the direction and priorities established by the Board;
5. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
6. Involving the Board no later than the end of November each year in the preparation of the annual budget;
7. Providing the Board with information pertinent to its legislative role;
8. Preparing and submitting to the Board all matters requiring legal action;
9. Attending all board meetings as may be required from time to time, and submitting a formal Superintendent's report, at the regular meetings;
10. Informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof;
11. Performing all duties incident to the office of the Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board.

SELECTION: Appointment shall be made by the Board of School Directors.

EVALUATION: Performance to be evaluated at least annually by the Board of School Directors.

TERMS OF EMPLOYMENT: Full-Time Twelve (12) Month position.  
Salary to be determined (see Exhibit "B").

## **EXHIBIT “B” COMPENSATION**

In recognition of the complexity of the position of Superintendent and the Board’s desire to compensate its Superintendent fairly, the Board and the Superintendent agree to the following:

On February 23, 2022, SUPERINTENDENT shall receive annual salary of \$135,000.

On February 23, 2023 and on February 23<sup>rd</sup> of every subsequent year of this Agreement, the Superintendent shall receive a minimum increase added to his base salary of one and one-half percent (1.5%) of his then-current base salary. Each increase shall be added to and become part of his annual base salary. The Board may provide additional increases to a maximum of an additional four percent (4.0%) to the Superintendent’s salary in its discretion each year of the Agreement throughout the life of this Agreement. This additional raise shall be based on the SUPERINTENDENTS performance and the annual evaluation conducted by the Board of School Directors.

The Board hereby retains the right to increase the salary of the Superintendent at any time during the term of this Agreement. However, the Board shall not decrease the Superintendent’s salary at any time during the term of this Agreement, or through any amendment or extension of this Agreement, unless agreed to in writing by the Superintendent. The District in so annually adjusting the Superintendent’s salary shall not be considered to have entered into a new agreement with the Superintendent or to have extended the termination date of this Agreement.

## **EXHIBIT “C” BENEFITS**

As negotiated or as listed in the District Act 93 Administrative Compensation Plan, unless stated differently herein:

### **FRINGE BENEFITS.**

- A. In addition to compensation described in Exhibit “B”, SUPERINTENDENT shall be entitled to all fringe benefits and not less than the fringe benefits which are currently provided to other professional administrative employees as set forth in the District’s Compensation and Benefits for Administrators Plan or any plan designated under Act 93. However, SUPERINTENDENT shall pay \$250.00 per month toward the premium for the cost of the health, dental and vision insurance costs through payroll deductions. Should the SUPERINTENDENT forego the medical insurance provided by the District, the SUPERINTENDENT shall receive \$400.00 per month and beginning on July 1, 2025, SUPERINTENDENT shall receive \$450 per month for the remainder of this agreement.
- B. DISTRICT shall pay directly, or reimburse SUPERINTENDENT for payment of membership fees, and other costs for service or community organizations, including the annual membership dues for professional groups in which the SUPERINTENDENT and/or the DISTRICT believes is necessary to maintain and improve his professional skills, as permitted by state law and as approved by DISTRICT in the annual budget.
- C. DISTRICT shall provide term life insurance in an amount equal to twice the salary of SUPERINTENDENT but not to exceed \$200,000.00.
- D. SUPERINTENDENT shall be entitled to twenty (20) vacation days per year. Unused vacation days may be carried forward up to five (5) vacation days to the next year to a maximum of twenty-five (25) in any given year, or the SUPERINTENDENT shall have the option, at the end of each school year to have up to five (5) vacation days paid out at \$400 per day and beginning July 1, 2025 shall be paid out at \$450 per day for the remainder of this agreement. In addition to the above, the SUPERINTENDENT shall receive, as vacation, all school holidays as established by the school calendar.
- E. DISTRICT shall provide SUPERINTENDENT a vehicle expense allowance in the amount of \$200.00 per month. Beginning on July 1, 2025, the amount shall be increased to \$250 per month for the remainder of the agreement.
- F. DISTRICT shall provide the SUPERINTENDENT, each fiscal year, three (3) personal days and twelve (12) sick days. SUPERINTENDENT shall be credited with forty-five (45) days upon his start in the DISTRICT.

- G. DISTRICT shall reimburse SUPERINTENDENT for the cost of courses necessary for him to remain credentialed as Superintendent during the term of this Contract. Reimbursement is contingent upon SUPERINTENDENT completing and passing any such courses.