



June 6, 2022

6:00 P.M.
H.S. Library

Mr. Todd Engel
President
Region III

Mr. Steve Rupert
Vice President
Region II

Mrs. Cathy Bachman
Treasurer
Region III

Mrs. Sue Bowman
Region I

Mr. Ben Brigandi
Region I

Mrs. Summer Bukeavich
Region II

Mrs. Diane Cramer
Region II

Mr. John Hitesman
Region III

Mr. Nathan Miller
Region I

Dr. Mark Stamm
Superintendent

Mrs. Jamie Mowrey
Board Secretary

Mr. Fred Holland
Solicitor

Agenda

Work Session of the Board

The board may vote on any items that properly come before the board.

Opening

Call to Order

Silent Meditation & Pledge of Allegiance

Roll Call

Preliminary Comments on Agenda Items

Action Items

1. Adjudication of Student Discipline
2. Notification to McKissick Associates PC
3. Baseball/Softball Field Project Approval
4. Turf Management Plan
5. Real-Estate Purchase Agreement
6. Motion to Allow Superintendent to Sign on Sales Agreement
7. Approval of Fall Coaches
8. Approval of Superintendent
9. Approval of Depository
10. Approval of Newspaper of Record

Items for Discussion

1. 2022/2023 Final Budget Discussion
2. Staffing Adjustments
3. 2022/2023 Capital Reserve Budget Discussion
4. Health and Safety Plan-Required 6-month Review
5. Cheer Booster Shed
6. Mini-Van Disposal

Additional Information

Athletic Committee Meeting Minutes from May 23, 2022

Old Business

New Business

Courtesy to the Floor

Final Remarks by Board Members

EXECUTIVE SESSION

There will be an Executive Session after the work session regarding safety and security.

Adjournment

ACTION ITEMS

1. Adjudication of Student Discipline

2. Notification to McKissick Associates PC – Attachment #1

It is recommended the Board authorize the Superintendent to sign the Letter of Understanding with McKissick Associates PC to allow the District to work directly with Larson Design or any other engineering firm for work related to the design and construction of athletic fields at the Park Complex.

3. Baseball/Softball Field Project Approval

As reviewed by the Athletic Committee, it is recommended the Board approve the official notification of Armstrong Township of the intent of the District to install new scoreboards at the Baseball and Softball fields and complete the necessary electrical services at both fields.

4. Turf Management Plan

As reviewed by the Athletic Committee, it is recommended the Board repeal the current turf management plan to allow the Facility Director to develop a modified plan for district athletic fields that more effectively allows the management of expenses.

5. Real-Estate Purchase Agreement – Attachment #2

It is recommended the Board approve the agreement for the purchase of property located at 421 West Mountain Avenue, South Williamsport, PA 17702, as more particularly identified as Lycoming County Parcel No. 52-002-855, from Mr. and Mrs. Micah Myers for the price of \$201,333.00. The purchase price is the average of three property statements of value obtained from three different Real-Estate agents. Final closing will be set at a date not to exceed 365 days from the agreement date of June 10, 2022.

6. Motion to Allow Superintendent to Sign on Sales Agreement

It is recommended the Board authorize the Superintendent to sign, on behalf of the Board President, the Sales Agreement to purchase 421 West Mountain Avenue.

7. Approval of Fall Coaches

Mr. Scott Hill, Athletic Director, is recommending the Board approve the following Fall coaches:

- Boys Soccer Head Coach – Chris Vanaskie at \$3,775
- Cross Country Head Coach – Matt DeBlander at \$3,171
- Football/Varsity Head Coach – Chris Eiswerth at \$6,675
- Football/Junior High Head Coach – Jason Wein at \$3,890
- Girls Soccer Head Coach – Marc Lovecchio at \$3,681
- Girls Tennis Head Coach – Theresa Summerson at \$3,772
- Girls Volleyball Head Coach – Tom Packard at \$3,681

8. Approval of Superintendent – Attachment #3

It is recommended the Board approve Dr. Eric Briggs as superintendent with a 5-year contract from July 1, 2022, or as soon as released from his current employer, – June 30, 2027 at a starting salary of \$140,000.

9. Approval of Depository

Per Policy 005, the Board shall prior to July 1, designate depository(s) of school funds. It is recommended the board approve Woodlands Bank as the depository of school funds for the 2022/2023 school year.

10. Approval of Newspaper of Record

Per Policy 005, the Board shall prior to July 1, designate newspaper(s) of general circulation as defined in law. It is recommended the Board approve the Williamsport Sun-Gazette as the newspaper of general circulation for the 2022/2023 school year.

ITEMS FOR DISCUSSION

1. 2022/2023 Final Budget Discussion

Mrs. Jamie Mowrey, Business Manager, will present to the Board recommendations for the 2022/2023 final budget. The 2022/2023 final budget is scheduled to be approved at the June 20, 2022 board meeting. This version of the 2022/2023 final budget is a balanced budget with revenues and expenditures of \$20,153,744 and a real estate tax millage increase of 0.75 mills.

2. Staffing Adjustments

In order to address the evolving learning needs of all students and financial stability, the following additional adjustments will be made to staffing for the 2022-23 school year, as presented in the above Final Budget Recommendations:

- Cheryl Loudenslager will be moved from Elementary Education to the vacant Elementary Special Education position at Rommelt Elementary.*
- Melanie Rojas will be moved from her position as an Instructional Intervention Teacher under ESSER to the vacant Special Education position at Central Elementary.
- Emmanuel Tsikitas will be moved from Librarian to Elementary Education and Librarian. This will fill the currently vacant position in Elementary Specials to teach a combined schedule of Library Sciences/STEM Education.*
- Darlene Day, Paraprofessional at Rommelt Elementary, to the JR/SR High School to assist with the High School Library.
- Matt Eisley will be assigned Gifted Support for K-12. Due to low course enrollments, Mr. Eisley will be free for 2-3 periods per day to provide this service for students.

3. 2022/2023 Capital Reserve Budget Discussion – Attachment #4

Mrs. Jamie Mowrey, Business Manager, will present to the Board recommendations for the 2022/2023 Capital Reserve Budget. These items are funds separate from the 2022/2023 Final Budget discussed above.

4. Health and Safety Plan – Required 6-month Review – Attachment #5

ESSER requires that every school district review their Health and Safety Plan at least every six months. The last review was December 2021. Revisions noted here align with current practices at the end of the school year and will allow appropriate flexibility moving forward.

5. Cheer Booster Shed

The Booster Club for the Cheer program is requesting to place a shed in the football stadium for fundraising during home games.

6. Mini-Van Disposal

Mrs. Jamie Mowrey, Business Manager, would like to dispose of the District's mini-van. This mini-van is no longer being used due to the high cost of repairs needed to pass inspection.

ADDITIONAL INFORMATION

June 20 – School Board Meeting – 6:00 p.m.

July 18 – School Board Meeting – 6:00 p.m.

August 22 – School Board Meeting – 6:00 p.m.

Attachment 1

June 6, 2022

Vern L. McKissick, III, AIA, President
McKissick Associates PC
317 N. Front Street
Harrisburg, PA 17101

RE: Agreement for Architectural Services

Dear Vern:

In early 2020, an Agreement was signed between the South Williamsport Area School District and McKissick Associates PC for architectural and engineering services. Part of the project that falls within those services relates to the design and construction of athletic fields at the park complex. The District wishes to use Larson Design Group as a Project Consultant for certain work in connection with that portion of the project. The District wishes for the work of Larson Design Group on this portion of the project be billed by Larson Design Group directly, and not be considered to fall within the terms of the Architectural/Engineering Services Agreement that we have with you.

Kindly sign and return a copy of this letter to indicate your agreement with the District's desire to use Larson Design Group as a Project Consultant who would bill the District directly rather than submitting bills through McKissick Associates PC.

Very truly yours,

South Williamsport Area School District

By: _____
Dr. Mark Stamm, Superintendent of Schools

Accepted and Agreed:
McKissick Associates PC

By: 
Vern L. McKissick, III, President

5/27/2022

AGREEMENT OF SALE

AGREEMENT OF SALE made this ____ day of June, 2022, by and between:

MICAH K. MYERS, an adult individual, of 421 West Mountain Avenue, South Williamsport, Pennsylvania 17702, sometimes hereinafter referred to as "SELLER",

A N D

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT, a municipal corporation organized and existing under and by virtue of the Laws of the Commonwealth of Pennsylvania, having its principal place of business located at 515 West Central Avenue, South Williamsport, Pennsylvania 17702, sometimes hereinafter referred to as "BUYER".

SELLER agrees to sell and convey to BUYER, who agrees to purchase, all that certain property located at 421 West Mountain Avenue, South Williamsport, Pennsylvania 17702, as more particularly identified as Lycoming Tax Parcel No. 52-002-855, and as more particularly bounded and described in a Deed recorded in the Office of the Register and Recorder of Lycoming County in Record Book 8823, Page 30, and attached as Exhibit "A" attached hereto (hereinafter the "Property").

1. PURCHASE PRICE. BUYER agrees to pay for said property the sum of Two Hundred and One Thousand Three Hundred Thirty-three Dollars (\$201,333.00), to be paid as follows: (a) The sum of Forty Thousand Two Hundred Sixty-seven Dollars (\$40,267.00) within thirty (30) days to be held by BUYER's attorney until Closing; and (b) the balance of the purchase price of to be paid at Closing. Costs and fees associated with closing will be paid by the BUYER.

2. ENCUMBRANCES. The Property is to be conveyed free and clear of all liens,

encumbrances and easements and other objections to the title, excepting existing utility and sewer easements whether recorded or unrecorded, recorded restrictive covenants and easements visible upon the ground, with respect to which title shall be conveyed subject thereto.

3. POSSESSION. Possession of the Property is to be given on the day of Closing.

4. APPORTIONMENT. Rents, County and City real estate taxes, and water and sewer rents, if any, shall be prorated on a calendar year basis between BUYER and SELLER as of the date of Closing and School real estate taxes shall be prorated on a fiscal year basis between BUYER and SELLER as of the date of Closing.

5. FIXTURES. SELLER shall be permitted to remove all fixtures annexed to any improvements upon the Property on or before the time of the Closing. Any remaining fixtures annexed to any improvements upon the Property at the time of the Closing shall inure to the benefit of the BUYER.

6. MUNICIPAL IMPROVEMENTS. Any and all municipal improvements made prior to the execution of this Agreement are to be paid for by SELLER on or before the Closing, and all subsequent municipal improvements shall be paid for by BUYER.

7. TITLE. The title is to be good and marketable and such as will be insured by any reputable title company at standard rates. Upon failure of SELLER to furnish such title to BUYER at the time of Closing, all monies paid on account as hereinabove provided in Paragraph 1 shall, at the option of BUYER, be returned to BUYER on the Closing date, whereupon this Agreement as well as all rights and liabilities of the parties hereunder shall cease and determine.

8. DEFAULT BY BUYER. Should BUYER default in performing this Agreement, any sum or sums paid on account shall be retained by SELLER, either on account of the purchase

price, or as damages on account of the purchase price, the balance of which shall be recoverable in an action of assumpsit, or as liquidated damages, as SELLER shall elect, and in the latter case this contract shall become null and void.

9. DEED. Conveyance shall be by a special warranty deed.

10. DOCUMENTARY STAMPS. All real estate transfer taxes, whether Federal, State or Municipal, shall be paid by the BUYER.

11. MAINTENANCE AND RISK OF LOSS. SELLER shall maintain the Property (and all items to be sold under this Agreement) in its present condition, normal wear and tear excepted.

SELLER shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in the sale by fire or other casualties, not repaired or replaced prior to settlement, BUYER shall have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the property in its then condition together with the proceeds of any insurance recovery obtainable by SELLER. BUYER is hereby notified that it may insure its equitable interest in this property as of the time of the acceptance of this Agreement.

12. CLOSING. Unless otherwise agreed upon in writing by the parties hereto, the closing shall be held at the office of the BUYER'S counsel within three hundred sixty-five days (365) of the execution of the Agreement, unless extended by the parties hereto in writing.

13. TIME. The parties hereby bind themselves, their heirs, executors, administrators, successors and assigns to the faithful performance of the above Agreement by the date of closing aforesaid, said time to be of the essence of this Agreement unless extended by mutual consent in

writing.

14. TENDER. Formal tender of the purchase price and the deed is hereby waived.

15. BROKERAGE. The parties respectively warrant to each other that no finders, real estate brokers or other persons entitled to claim a fee or commission have interested either of them in this transaction or have played any role, either directly or indirectly, with respect to the sale of the premises herein.

16. MISCELLANEOUS PROVISIONS.

(a) EFFECT OF AGREEMENT - This Agreement sets forth the entire understanding of the parties. It shall not be changed or terminated orally. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, successors and assigns of the BUYER and SELLER. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Whenever the sense of this Agreement so requires, the uses herein of (i) the singular shall be deemed to include the plural; (ii) the masculine gender or the female gender as used herein shall be deemed to include the other gender and the neuter gender; (iii) the neuter gender shall be deemed to include the masculine or feminine gender.

(b) COUNTERPARTS - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) SEVERABILITY - Should any part, term or provision of this Agreement be decided by the Courts to be illegal or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

(d) WAIVER - Any waiver by either party of any performance due hereunder from the other party shall not constitute a waiver of any prior, subsequent or difference performance.

Neither party shall be deemed to have waived any performance due hereunder from the other party unless such waiver be expressly stated in writing and executed by the waiving party.

(e) EFFECTIVE DATE - This Agreement shall be effective as of the day and year first set forth herein regardless as to the date on which it is actually executed.

17. INSPECTIONS AND DISCLOSURES

A. SELLER has provided to BUYER, prior to the execution of this Agreement, a completed and executed SELLER's Property Disclosure Statement and BUYER acknowledges receipt thereof. In the event that SELLER provides additional disclosure information after the execution of this Agreement, BUYER shall have the right to declare this Agreement null and void within ten (10) days upon receipt of such additional disclosure in the event such disclosure indicates a material defect in the subject premises that SELLER has not agreed, in writing, to repair to BUYER's reasonable satisfaction prior to the closing date. In the event SELLER's additional disclosure is less than ten (10) days prior to the closing date, then the parties agree to extend said closing date to a date ten (10) days after BUYER's receipt of said additional disclosure, unless waived by the BUYER.

C. At closing, the BUYER accepts the property "as is" provided that all other terms of the agreement are fulfilled.

18. PERSONAL PROPERTY.

SELLER shall remove all personal property from the Property prior to the date of Closing. Any personal property remaining at the Property at the time of the Closing shall inure to

the benefit of BUYER at no additional costs to BUYER.

19. This transaction is further subject to:

(a) BUYER's counsel shall be permitted to release all or any portion of the Deposit identified in Paragraph 1 of this Agreement to SELLER to be used exclusively as a deposit/down payment for the purchase of real property.

(b) The parties hereto agree that this Agreement may be recorded in the Office of the Register and Recorder of Lycoming County, in BUYER's sole discretion.

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

WITNESS:

SELLER:

Micah K. Myers, Seller

ATTEST:

BUYER:

Secretary

President/Vice-President of the Board of Directors of
South Williamsport Area School District

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF LYCOMING :

ON THIS, the _____ day of _____, 2022, before me, a Notary Public in the Commonwealth of Pennsylvania, personally appeared the within **MICAH K. MYERS**, known to me (or satisfactorily proven), and acknowledged that he executed the foregoing instrument, and the same is her act and deed.

WITNESS my hand and seal the day and year noted above.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF LYCOMING :

ON THIS, the _____ day of _____, 2022, before me, a Notary Public in the Commonwealth of Pennsylvania, personally appeared the within _____, President/Vice-President of the Board of Directors of South Williamsport Area School District, known to me (or satisfactorily proven), and acknowledged that he/she executed the foregoing instrument, and the same is his/her act and deed.

WITNESS my hand and seal the day and year noted above.

Notary Public

My Commission Expires:

Exhibit “A”

(A true and correct copy of Seller’s Deed – Record Book 8823, Page 30)

**SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

THIS CONTRACT is made and entered this ____ day of _____, 2022, by and between the Board of School Directors of the South Williamsport Area School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Dr. Eric Briggs, (hereinafter referred to as "District Superintendent" or "Dr. Briggs").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the ____ day of _____ 2022, did appoint Dr. Briggs to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

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

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

1. Term.

The Board, in consideration of the promises herein contained, has employed Dr. Briggs and Dr. Briggs hereby accepts said employment as District Superintendent of the South Williamsport Area School District for a five-year term commencing on July 1, 2022 and ending on June 30, 2027 ("Term"). Provided, however, that the commencement date and length of the term may need to be adjusted if Dr. Briggs is not permitted by his current school district employer to begin his duties under this contract under this contract until after July 1, 2022.

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. Professional Qualifications.

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

3. Duties and Responsibilities.

- A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors, and to perform to the best of his 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), and the provisions of this Contract.
- B. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. If Board Members are directly contacted by staff of the District, they shall provide the District Superintendent with notification of such contacts within a reasonable time. 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 District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, 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 appropriate.
- D. The District Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Contract provided, however, that he may undertake, and be compensated for, outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Contract, provided the Board is informed of such outside activities .
- E. The duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences 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 his

position. The District considers the expenses involved in such activities, including membership dues and fees in professional associations to be directly related to the District Superintendent's duties and shall be paid for or reimbursed by the District in accordance with District policy and procedures.

4. Compensation and Benefits.

- A. Salary.** In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, and in consideration of the District Superintendent's agreement to perform his duties to the best of his ability, the Board of School Directors and the District Superintendent agree to the following:

(1) Effective July 1, 2022 the annual salary of the District Superintendent shall be the amount of one hundred forty thousand dollars (\$140,000).

(2) Each year, on or before June 30th, the District Superintendent will be made aware of his evaluation by the Board of Directors. The tiered evaluation tool, which is intended to be attached as an exhibit, will coincide with a zero to three percent salary increase depending upon the final rating. The Board reserves the right to set the exact percentage of salary increase. For example, a final rating of "distinguished" equates to up to a three percent salary increase. The Board may elect to increase that amount based upon the evaluation. All final increase percentages are subject to Board approval. Each increase shall be added to and become part of his annual base salary. The District Superintendent shall receive this salary increase unless he receives a rating of "failing" on his annual performance review. The Board may provide additional increases to the District Superintendent's salary in its discretion throughout the life of this Contract.

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

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

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

B. Leave.

(1) **Vacation Days**. The District Superintendent shall receive twenty (20) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 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 or before June 1st of each year of this Contract, the District Superintendent shall request payment for up to a maximum of ten (10) days of unused vacation leave at his then-current per diem rate of pay for each day of unused vacation leave. ("Per diem rate of pay" as the term is used throughout this Contract shall equal the District Superintendent's then-current gross annual salary divided by two hundred forty (240)).

The District shall pay the District Superintendent for unused days of vacation leave at the time this Contract is terminated by the District Superintendent's retirement, at which time the District shall pay the District Superintendent his then-current per diem rate of pay for each day of unused vacation leave, up to a maximum payment for thirty (30) days of unused vacation leave.

The District shall make such payments for unused vacation leave to the District Superintendent as a non-elective 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. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted.

(2) **Sick Days**. The District Superintendent shall carry forward in this Contract and be credited on the first day of this Contract with 60 days of sick leave accrued during his previous employment.

In addition, the District Superintendent shall receive twelve (12) days of sick leave with full pay each year of this Contract, which shall be credited in full on July 1, 2022 and on July 1st of each subsequent year of this Contract. In addition, the unused portion of such allowance of sick leave shall accrue from year to year without limit.

The District shall pay the District Superintendent for unused days of sick leave at the time this Contract is terminated by the District Superintendent's

retirement, at which time the District shall pay the District Superintendent for up to one hundred (100) days of unused sick leave of fifty dollars (\$50) per day.

The District shall make such payments for unused sick leave to the District Superintendent as a non-elective 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. If the compensation limits established for such accounts are exceeded, the District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted.

(3) Personal Days. The District Superintendent shall receive three (3) days of personal leave with full pay each year of this Contract, which shall be credited in full on July 1, 2022 and on July 1st of each subsequent year of this Contract. Any personal leave accumulated on June 30th of each year of this Contract shall be converted to days of sick leave.

(4) Emergency Day. The District Superintendent shall receive one (1) day of emergency leave with full pay each year of this Contract, which shall be credited in full on July 1, 2022 and on July 1st of each subsequent year of this Contract. Any emergency day not used by the District Superintendent by June 30th of each year shall be forfeited.

C. Insurance.

(1) Medical Insurance. The District Superintendent shall receive medical benefits and insurance coverage for himself, his spouse and eligible dependents, with premiums fully paid by the District, including but not limited to healthcare, physician, hospitalization, vision, dental and prescription benefits and coverages, as at least comparable to that provided to District administrators under the District's Act 93 Administrative Compensation Plan. Prior to the commencement of this Contract and each subsequent year of this Contract on or before June 30th, the District Superintendent shall notify the School District Business Manager if he wishes to opt out of the District provided medical benefits and insurance coverage, in which case he shall receive payment in lieu of medical benefits and insurance coverage in the amount of five thousand dollars (\$5,000).

(2) 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 \$200,000. District Superintendent shall have the sole right to determine the beneficiary of such policy.

(3) **Income Protection Insurance (Long Term Disability).** The District shall provide for the benefit of the District Superintendent and pay one hundred percent (100%) of the premium costs of a long-term disability insurance plan. The long-term disability insurance plan benefits shall begin sixty (60) days after the disability or upon cessation of sick leave if sick leave is exhausted more than 60 days after the beginning of the disability, and the plan shall pay a monthly benefit not to exceed \$3,000.

(4) **Retirement Benefits.** The District shall provide the District Superintendent with the same retirement benefits for administrative employees as set forth in the Act 93 Administrative Compensation Plan; however the District agrees that he will become eligible after 12 years of service at the District. This benefit shall be discontinued if the District Superintendent becomes eligible for comparable health insurance from his employment with a K-12 institution (i.e., another public, private, or cyber/charter school).

(5) **Physical Examination.** The District Superintendent agrees to have a physical examination not less than every two (2) years, and to authorize the District Superintendent's consulting physician to file with the President of the Board his physical examination report. the physician's statement will be held in confidence by the School District.

D. Other Benefits.

(1) **Professional Organizations.** The District shall pay the full cost of the Superintendent's annual membership and participation in the Pennsylvania Association of School Administrators (PASA) and the Pennsylvania Association of Rural and Small Schools (PARSS). The District shall also reimburse the District Superintendent for annual membership in community organizations of his choosing.

(2) **Expense and Mileage Reimbursement.** The District shall fully reimburse District Superintendent for all reasonable expenses incurred by District Superintendent in the discharge of his duties, upon proper documentation. This shall include reimbursement for mileage associated with use of private vehicle in the performance of District Superintendent's duties which said reimbursement shall be based on the 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.

(3) **Meetings, Conventions and Seminars.** The duties of the District Superintendent require his presence at meetings, conventions and seminars in order that District Superintendent can maintain an awareness of current programs, problems and information. District Superintendent's attendance at

seminars, workshops, in-service programs, school activities and graduate education programs is deemed necessary by the School Board to maintain knowledge and skills required of his position. School District considers the expenses involved in such activities to be directly related to District Superintendent's duties and appropriate for reimbursement in accordance with existing School District policies.

(4) Other. The District Superintendent shall be entitled to any and all benefits and incentives provided to any other School District employee, including but not limited to all benefits and incentives specified in the School District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), and any other benefits plans offered by the District including in District policies, even though such benefits are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to School District employees during the term of this Agreement will also be extended to District Superintendent and become part of this Agreement. Any decrease or reduction in benefits or incentives to School District employees that effect this Agreement will not reduce the benefits and incentives provided to the District Superintendent during the term of this Agreement but may be discussed upon any Agreement renewal. Nothing contained herein shall preclude the School District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties and/or are set forth herein.

5. Assessment of Performance.

- A. The Board shall evaluate, in writing, the performance of District Superintendent at least 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. The Board of Directors and the District Superintendent shall meet to discuss the evaluation at a mutually agreeable time within a reasonable time after the evaluation is completed. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. The Board and District Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix "B" unless the Board and District Superintendent mutually agree in writing to use a different evaluation instrument and method. Provided, however, that any evaluation instrument and method selected 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 District Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall

have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or federal law. The District Superintendent's performance shall be deemed satisfactory and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.

- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 3. To establish the basis for possible increases in the District Superintendent's annual salary.
- C. Performance Expectations, Including Objective Performance Standards.
The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District Superintendent's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board and District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix C and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.

6. Investigations by the Board.

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District Superintendent shall be: (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 the District Superintendent of the commencement or progress of the same.

7. Professional Liability.

The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his/her individual capacity or in his/her official capacity as agent and employee of the Board, provided the incident arose while District Superintendent was acting, or reasonably believed he/she was acting, within the scope of his/her employment. This obligation shall survive the termination of this Contract.

8. Reappointment.

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him in writing 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, no later than ninety (90) days prior to the last day of this Contract, of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified, he/she shall be reappointed at the next regular business Board meeting for a term of one year and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the District Superintendent.

9. Termination.

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

A. The District Superintendent shall be subject to discharge and termination of this Contract for 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 District Superintendent's dismissal and the District Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the District Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his/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 District Superintendent at any time; provided the District Superintendent gives the Board at least sixty (60) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his/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 District Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the 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.

D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death.

10. Modification.

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

11. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

12. Obligations.

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

13. Statutory Reference.

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

14. Applicable Law.

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

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

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT:

By: _____ Date: _____
President, Board of School Directors

ATTEST: _____
Secretary, Board of School Directors **Date**

ERIC BRIGGS:

By: _____
Eric Briggs, District Superintendent

_____ **Date**

2022/2023 Capital Reserve Budget

Purchase of new Ventrac	34,299	
Ventrac Accessories	1,310	
Trade in Allowance (2 zero-turns)	<u>(4,395)</u>	
Net cost of new Ventrac		31,214
Ride-on Auto Scrubber		13,434
Building Control Replacement at Rommelt		3,718
Roof Repair at Rommelt		5,908
Generator Repair at Rommelt		5,000
Carpet Replacement at Central		12,960
Propress Plumbing Tool		3,957
Total 2022/2023 Capital Reserve Budget		<u><u>76,191</u></u>



ARP ESSER Health and Safety Plan Guidance & Template

Health and Safety Plan Summary: **South Williamsport Area SD**

Initial Effective Date: **August 31, 2021**

Date of Last Review: **June 6, 2022**

Date of Last Revision: **June 6, 2022**

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

The South Williamsport Area School District is committed to providing in-person learning to all K-12 students every day. To meet this objective safely, the district will, to the maximum extent possible, consult the most current CDC guidelines for schools and abide by orders from the PA-Department of Health.

2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?

The South Williamsport Area School District will utilize available resources to support and maintain the continuity of education and support services for students and staff throughout the school term. To this end, the district will continue to expand its remote learning capabilities, ensure access to counselors and mental health programs, and continue food service options for in-person and remote learning.

3. Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

ARP ESSER Requirement	Strategies, Policies, and Procedures
a. Universal and correct wearing of masks ;	<p>Unless approved by the Board of Directors, or determined by the Superintendent due to an emergency situation, face masks are not required, but are allowed, in schools.</p> <p>Emergency decisions by the Superintendent must receive Board approval at its next regular meeting.</p>
b. Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);	Given the current state of the pandemic, the district is using normal student grouping practices and classroom spacing.
c. Handwashing and respiratory etiquette ;	The district will continue to emphasize healthy habits for handwashing and respiratory etiquette.
d. Cleaning and maintaining healthy facilities, including improving ventilation ;	The district will continue to follow CDC recommendations and industry standards for facilities.
e. Contact tracing in combination with isolation and quarantine , in collaboration with the State and local health departments;	The district will follow the requirements of Title 28 Pa. Code Chapter 27 relating to notification and exclusion of individuals.
f. Diagnostic and screening testing;	The district will not conduct any diagnostic screening for COVID19.
g. Efforts to provide vaccinations to school communities ;	Without Board approval, the district will not host vaccination clinics.
h. Appropriate accommodations for students with disabilities with respect to health and safety policies; and	The district will ensure FAPE for all students.
i. Coordination with state and local health officials.	The district will continue to communicate proactively with PA-DOH and other community health professionals as necessary.

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for **the South Williamsport Area School District** reviewed and approved the Health and Safety Plan on **June 6, 2022**.

The plan was approved by a vote of:

_____ **Yes**

_____ **No**

Affirmed on: **June 6, 2022**

By:

(Signature of Board President)*

(Print Name of Board President)