

**JERSEY SHORE AREA SCHOOL DISTRICT  
CONTRACT FOR EMPLOYMENT OF DISTRICT SUPERINTENDENT**

**THIS CONTRACT** is made and entered this 13<sup>th</sup> day of November, 2023, by and between the Board of School Directors of the Jersey Shore Area School District with offices located in Pennsylvania (hereinafter referred to as “District” or “Board” or “Board of School Directors”) and Dr. Brian Ulmer (hereinafter referred to as “District Superintendent” or “Dr. Ulmer”).

**WHEREAS**, the Board of School Directors at a meeting duly and properly called on day of November 2023, did reappoint and elect Dr. Ulmer to the office of District Superintendent for the Jersey Shore Area School District in accordance with the provisions of Sections 508, 1071, and 1073 of the Commonwealth of Pennsylvania’s Public School Code of 1949 (hereinafter referred to as “Public School Code”); and

**WHEREAS**, the parties have agreed upon certain terms and conditions of employment in accordance with the Public School Code and desire to reduce said terms and conditions to writing;

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

**1. Term.**

The District has employed Dr. Ulmer and Dr. Ulmer hereby accepts said employment as District Superintendent of the Jersey Shore Area School District for a term of five years commencing on July 1, 2024 and ending on June 30, 2029 (“Term”).

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 of the qualifications that are required by law to serve as District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the term of this Contract. District Superintendent further agrees to subscribe to and take the oath of office before entering upon 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 School District and Executive Officer for the Board of School Directors, and to perform to the best of his ability the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of District Superintendent (attached and incorporated into this

Contract as Appendix A), the policies of the District and the provisions of this Contract.

- B. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or 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.
- C. The District Superintendent shall furnish recommendations to the Board of School Directors on all matters having to do with selection, appointment, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District.
- D. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. The administration of policy, the operation and management of the schools and the direction of employees of the District shall be through the District Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. 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.
- E. 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, and other professional services which do not interfere with the performance of his duties as the District Superintendent under this Contract.
- F. The duties of the District Superintendent 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 District Superintendent's attendance at such meetings, conferences, seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position.

#### **4. Compensation – Salary 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, the Board of School Directors and the District Superintendent agree to the following:

- (1) Effective July 1, 2024, the annual base salary of the District Superintendent shall be the amount of One Hundred Forty-two Thousand Six Hundred Dollars (\$142,600).
- (2) District Superintendent's salary will be adjusted 2.5% annually, based on satisfactory evaluation, by the Board on July 1<sup>st</sup> of each subsequent year of this Contract and any extension thereof, provided that such adjustment shall not reduce the District Superintendent's annual salary in effect at any given time without the written approval of the District Superintendent. Any adjustment in salary made during the life of this Contract shall be recorded in the Board minutes and shall become part of this Contract. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other administrative staff, unless otherwise agreed to in writing by the Board and District Superintendent.

B. **Benefits.** In addition to the annual salary set forth herein, the District Superintendent shall receive and the District shall provide and pay for the following benefits:

**(1) ADMINISTRATOR BENEFITS**

Except as otherwise specifically stated herein, the District Superintendent will receive all of the benefits available to District Administrators under the District's Act 93 Administrative Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("Act 93 Plan") in effect on July 1, 2023. The benefits in that Act 93 Plan are incorporated by reference. Any increase or improvement in benefits and incentives extended to District administrators through the Act 93 Plan during the term of this Contract will also be extended to District Superintendent and become part of this Contract. Any decrease or reduction in benefits or incentives to District administrators will not reduce the benefits and incentives provided to the District Superintendent during the Term of this Contract. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

**(2) VACATION LEAVE**

The District Superintendent shall carry forward in this Contract and be credited on July 1, 2024, with all of his unused vacation leave accrued during his employment with the District.

The District Superintendent shall receive twenty-five (25) days of vacation leave with full pay each year of this Contract, which shall be credited in full on July 1, 2020 and on July 1<sup>st</sup> of each subsequent year of this Contract. The District Superintendent will be able to carry ten (10) additional days of vacation at one time.

Vacation days not used by August 31 beyond the ten additional days (i.e., any unused vacation days over thirty-five days) will be rolled over on September 1<sup>st</sup> of each year of this Contract into an accumulated banked account. Upon retirement under a PSERS plan, the District Superintendent shall receive one hundred twenty-five dollars (\$125) per day for accumulated vacation leave in the banked account up to a maximum of one hundred (100) days.

In addition, the District shall pay the District Superintendent for earned unused days of vacation leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, mutual consent, or non-renewal of this Contract, at which time the School District shall pay the District Superintendent (or his spouse or estate in the event of his death) his then-current per diem rate of pay for each day of earned and unused vacation leave, up to a maximum payment for thirty-five (35) days. "Per diem rate" as the term is used throughout this Contract shall be calculated by dividing the District Superintendent's then-current annual salary by 240).

At the time this Contract is terminated for a PSERS retirement only, the District shall make such payment to the District Superintendent for unused vacation leave in the banked account as a non-elective employer contribution to the District 403(b) Plan account for the District Superintendent. There is no cash option for such payment. This non-elective contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If termination occurs other than through a PSERS retirement, the unused vacation days in the banked account shall be forfeited.

**(3) SICK LEAVE**

The District Superintendent shall carry forward in this Contract and be credited on July 1, 2024, with all of his unused sick leave accrued during his employment with the District.

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, 2020 and on July 1st of each subsequent year of this Contract. Unused sick leave shall accumulate 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 for a PSERS retirement, at which time the District shall pay the District Superintendent Sixty Dollars (\$60.00) per day or such amount as is set forth in the existing School District Administration Compensation Plan, if higher, for each day of unused sick leave up to a maximum payment for two hundred fifty (250) days of unused sick leave. At the time this Contract is terminated, the District shall make such payment to the District Superintendent for unused sick leave as a non-elective employer contribution to the District's 403(b) Plan account for the Superintendent. This non-elective contribution shall

be subject to an amount up to or equal to the limits established by law for such accounts. There is no cash option for such payment.

The District Superintendent may use eight (8) days of sick leave each year to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" paragraph of this Contract. Sick leave used for members of the District Superintendent's "immediate family" will be deducted from his allocated sick leave in the same manner as those used for the District Superintendent's own illness.

**(4) BEREAVEMENT LEAVE**

The District Superintendent shall be entitled to five (5) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, stepparent, grandparent, grandchild, someone residing in the same household or any "near relative" with whom the District Superintendent lives. District Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as District Superintendent's aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

**(5) TUITION REIMBURSEMENT, CONTINUING EDUCATION AND PROFESSIONAL DEVELOPMENT**

The District shall pay the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, taken by the District Superintendent at an accredited institution, up to a maximum of ~~twelve (12)~~ six (6) credits per year, with the understanding that any such courses must be approved in advance by the Board. The District shall make such payment to the District Superintendent upon his registration for each graduate course, when he submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by the District Superintendent for any course in which the District Superintendent fails to receive a minimal final grade of "B" or better. Any credits in excess of six (6) will be reimbursed the following year, so long as the reimbursement does not exceed six (6) credits in any given year of this Contract.

In addition, the District shall pay the full enrollment cost and/or tuition and fees for all professional development courses and continuing education courses taken by the District Superintendent during this Contract; provided that such courses are approved in advance by the Board and subject to repayment by the District Superintendent for any course in which the District Superintendent fails to successfully complete.

**(6) PROFESSIONAL AND COMMUNITY ASSOCIATIONS**

The District shall pay the full cost of the District Superintendent's annual membership and participation in at least four professional and community

associations of the District Superintendent's choice, which professional association memberships shall include the American Association of School Administrators (AASA), Pennsylvania Association of School Administrators (PASA), and PASCD.

The District recognizes the obligation to professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively in the leadership of these organizations by holding office and serving on committees. The Board and District Superintendent may mutually agree to change, add to or delete the professional association memberships covered by this paragraph, and any such change shall be in writing and approved by the Board and District Superintendent.

**(7) TECHNOLOGY AND MOBILE WIRELESS CAPABILITY**

The District shall provide for the benefit of the District Superintendent and pay for a Smartphone mobile phone device and service and a laptop computer with wireless capabilities to be used for official business purposes in accordance with District policy. The District will provide a replacement Smartphone mobile device at the District Superintendent's request in two years from July 1, 2020. Any replacement of the device before that two-year period will be the responsibility of the District Superintendent, who will bear the cost, if any. The District shall also provide instruction and technical support to assist with access to the District's computer network from the District Superintendent's residence. The District shall not be responsible for the payment of the internet dial-up (or broadband) service at the District Superintendent's residence but shall pay for mobile wireless capability for the Superintendent's laptop computer and other technological devices, including but not limited to his smartphone, iPad and/or other tablet computer. The District Superintendent agrees to return any equipment provided by the District at the conclusion of his employment.

**(8) HEALTH INSURANCE & OPT OUT**

The District shall provide the District Superintendent, his spouse, and eligible dependents health care insurance coverage and benefits under the same terms and conditions as provided to District administrators under the District's Act 93 Plan. The District Superintendent shall have the right, at his sole discretion, to select the health care insurance coverage and benefits for himself, his spouse and eligible dependents from the plans offered by the District to any District administrator. The District Superintendent may elect to take a cash payment in lieu of the health care insurance coverage in the amount of Five Thousand Dollars (\$5,000.00) per year of uncovered service. Such opt out payment shall be made annually to the District Superintendent in a lump sum payment on or before November 30<sup>th</sup>.

**(9) LIFE INSURANCE**

The Superintendent will be provided group term life insurance at the district's expense equal to two (2) times his annual salary (maximum

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

**(10) PERSONAL/EMERGENCY LEAVE**

The Superintendent will have up to two (2) personal days per year and (1) emergency day per year. The Superintendent will be able to carry five (5) personal days. There will be no payout for unused personal days. Unused emergency leave shall be forfeited.

**(11) POST-RETIREMENT HEALTH INSURANCE**

The school District will pay the cost of the employee's health coverage only (no spousal coverage), minus the full Pennsylvania State Employee's retirement subsidy in effect at the time, until such retiree is eligible for alternative health coverage and the annual co-pay in effect for them at the time of their retirement up-to a maximum \$250 monthly. The retiree must meet the following criteria:

- a) The retiree must be 53 years of age or older upon the date of retirement.
- b) The retiree must have at least 10 years of service in the Jersey Shore Area School District.

**(12) DENTAL PLAN**

The Board will provide dental insurance Delta Dental D&P Maximum Waiver for the employees and their eligible dependents covered by this Agreement, which coverage shall be as follows:

Maximum benefit per individual per policy year: \$2,500  
Deductible: None

	<u>Co-insurance:</u>	<u>Insurance Company pays:</u>
a) Preventive services		100% of usual and customary services
b) Basic services		100% of usual and customary services
c) Major services		80% of usual and customary services
d) Orthodontics		50% of usual and customary services up to \$1,000/person/year

**(13) INCOME PROTECTION (LONG TERM DISABILITY INSURANCE)**

The board shall provide disability insurance for the Superintendent through a carrier to be selected by the Board – monthly benefit of 66 2/3% of salary to age 65. Three month qualifying period and all other inclusions and exclusion as described in current policy.

**(14) LONGEVITY RETIREMENT**

Longevity retirement will be paid to the Superintendent based on administrative service to the district as follows:

<u>Years of Service</u>	<u>Amount</u>
7-15 years	\$10,000

16-19 years	\$13,000
20 + years	\$14,000

**(15) VISION PLAN**

The board agrees to fund the PSEA Health and Welfare Fund, NVA plan for Superintendent. The Superintendent will have the option of paying the difference between the single and family rate for family coverage.

**(16) MILEAGE**

Mileage reimbursement will be paid at the then-current IRS mileage rate and the Superintendent will present a log either monthly or quarterly to the Business Manager.

**(17) ANNUITY**

The Superintendent will receive \$3100 annually to be deposited in his annuity based on satisfactory evaluation. The Parties agree that such contributions are not compensation for purposes of the Pennsylvania Public School Employees' Retirement System ("PSERS") retirement and, therefore, neither an employee nor an employer contribution is due on the payments nor are the payments includable in calculating PSERS benefits.

**5. Assessment of Performance.**

- A. The Board shall evaluate, in writing, the performance of District Superintendent once a year during the term of this Contract, no later than June 30<sup>th</sup> of each year, unless the parties mutually agree in writing on another date for the annual evaluation. 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 Superintendent hereby agree to an evaluation that reflects the Superintendent's work on District Goals and Annual Performance Objectives unless the Board and Superintendent mutually agree in writing to use a different evaluation instrument and method. Each judgment by the Board shall be supported by rational and objective evidence. 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. The Superintendent shall provide a draft copy of a self-evaluation to the full Board by May 30<sup>th</sup>. The Board shall have the right to revise and/or accept the draft evaluation and respond in one voice through the Board President and/or Board Vice-President by June 30<sup>th</sup>. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent's response(s) shall be totally private and in no manner become public knowledge either through written or verbal communication, except as otherwise expressly required by state or federal law. The District Superintendent's performance shall be deemed satisfactory and the District Superintendent shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Contract.



- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District Superintendent to fulfill;
  2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
  3. To establish the basis for possible increases in the annual salary for the District Superintendent.
- C. Performance Expectations, Including Objective Performance Standards. The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District Superintendent. 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 B and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1<sup>st</sup> of each year of this Contract unless another date is mutually agreed upon by the Board and District Superintendent.
- D. The provisions of this Contract shall apply to and control the performance evaluation of the District Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board.

**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 District shall defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while District Superintendent

was acting, or reasonably believed he was acting, within the scope of his employment. If, in the good faith opinion of the District Superintendent, conflict exists in regard to the legal position of the District Superintendent and the legal position of the District or Board, the District Superintendent may engage separate counsel in which event the District shall indemnify and hold harmless the District Superintendent for the reasonable and actual costs of legal defense to the extent permitted by law. The obligations of this provision 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 at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, as soon as possible after such decision is made but no later than ninety (90) days prior to the expiration of the Term of this Contract, of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified at least ninety (90) days prior to the expiration of the Term of this Contract, he shall be reappointed 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 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 ninety (90) 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 coverages 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 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 coverages 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 District Superintendent. It is understood that any additional amounts mutually agreed upon by the Board and the Superintendent would be subject to the provisions set forth in Section 1073(e)(3) of the Public School Code (24 P.S. & 10-1073(e)(3)).
- 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 spouse, estate and/or heirs, all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to under this Contract through the end of the month in which the District Superintendent's death occurs.
- E. This contract may be terminated by the Board upon the disability of the District Superintendent for a continued period of six (6) months. "Disability" shall be defined for these purposes consistent with the School District's long-term disability policy as addressed in the District's Act 93 Plan. Upon termination for disability the District shall pay to the Superintendent, all of the aggregate compensation, salary, and benefits including but not limited to insurance premiums and coverages and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to under this Contract through the end of the month in which the District Superintendent's termination occurs plus any applicable post-employment and retirement benefits provided for in this Contract.

**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 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. Each and every provision of this Contract has been mutually negotiated, prepared, and drafted by the parties and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted, or negotiated any provision of this Contract or its deletion.

**15. Internal Revenue Code Section 409A Compliance.**

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

**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.

**JERSEY SHORE AREA SCHOOL DISTRICT:**

By: Mary Thomas  
President, Board of School Directors

11.13.2023  
Date

ATTEST: [Signature]  
Secretary, Board of School Directors

11/13/2023  
Date

**Dr. Brian Ulmer:**

By: Brian J. Ulmer  
Brian Ulmer, District Superintendent

11/13/23  
Date

**Appendix A: Job Description**

**Title:** Superintendent

**Scope:** The Superintendent shall be the Chief Executive Officer (CEO) of the District. She/he is responsible for the effective operation of the District; general administration of all instructional, business or other operations of the District; and for advising and making recommendations to the Board of Education with respect to such activities. She/he shall perform all the duties and accept all of the responsibilities usually required of a Superintendent as prescribed by the Education Laws of Pennsylvania, the rules and regulations of the Pennsylvania Department of Education, Laws and regulations of the United States, statutes of Pennsylvania, and the policies, rules and regulations established by the Board of Education.

**Certifications:** Pennsylvania Superintendent Letter of Eligibility

**Responsible To:** Board of Directors

**Supervisory Function:**

- A. To be the chief executive officer (CEO) of the District, with the right to speak on all matters before the Board, but not to vote.

B. To enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social and recreational activities under the direction of the Board.

**Classification:** Exempt

**Position Objective:** To serve as Chief Executive Officer of the School District

**Responsibilities:**

- A. Keep the Board informed of the condition of the District's educational system; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to district employees and receive from all school personnel any communications directed to the Board.
- B. Prepare the agenda for Board meetings, in consultation with the President of the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.
- C. Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- D. Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.
- E. Develop and recommend to the Board long-range plans consistent with population trends, cultural needs and the appropriate use of District facilities, and see to the development of long-range plans which are consistent with Board objectives.
- F. See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
- G. See to the execution of all decisions of the Board.
- H. See that sound plans of organization, educational programs and services are developed and maintained for the Board.

- I. Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records and other papers belonging to the Board.
- J. Be directly responsible for news releases and/or other items of public interest emanating from all District employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with District employees.
- K. Provide for the optimum use of the staff of the District. See that the District is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- L. See that appropriate in-service training is conducted. Summon employees of the District to attend such regular and occasional meetings as are necessary to carry out the educational programs of the District.
- M. Prior to action by the Board, recommend the appointment, discipline or termination of employment of the administrators of the District.
- N. Prior to action by the Board, recommend the appointment, discipline or termination of employment of teaching and non-teaching personnel of the District.
- O. See to the development throughout the District of high standards of performance in educational achievement, use and development of personnel, public responsibility and operating efficiency.
- P. See that effective relations with employee organizations are maintained, assume ultimate responsibility for collective negotiations with employees of the District.
- Q. See that the development, authorization and the maintenance of an appropriate budgetary procedure is properly administered. Prepare the annual proposed budget and submit to the Board as required bylaw or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
- R. See that all funds, physical assets and other property of the District are appropriately safeguarded and administered.

- S. File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
- T. Establish and maintain liaison with community groups which are interested or involved in the educational programs of the District.
- U. Establish and maintain liaison with other school districts, the State Education Department, colleges and universities and the U.S. Department of Education.
- V. Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

**Relationships:**

The Superintendent observes and conducts the following relationships:

**A. Board of Education**

1. As chief executive officer, be accountable to the Board of Education, as a Board, for the administration of the educational system and for the interpretation and fulfillment of the aforesaid functions, primary activities and responsibilities.
2. Attend, or have a representative attend, all meetings of the Board.
3. Represent the District as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government and the general public.
4. Report directly to the Board of Education, as a Board and as required to all appropriate governmental agencies.
5. Act as reference agent for problems brought to the Board.
6. Work with the Board of Education to develop appropriate programs and policies, upon either the recommendation of the superintendent or the initiative of the Board of Education.

**B. Administrators**



1. Directly oversee the work of other central office personnel.
2. Hold regular meetings with Building Principals, Coordinators/Directors and all other administrators to discuss progress and educational problems facing the District.
3. Direct the operations and activities of administrators; see that they effectively guide and coordinate the operations and activities of the educational system; secure their assistance in formulating internal objectives, plans and programs; evaluate their job performance; and stand ready at all times to render them advice and support.
4. Approve the vacation schedules for administrators; and be personally responsible for all evaluations of administrators.

C. Others

1. Work with other Board employees and advisors, including auditors, architects, attorneys, consultants and contractors.
2. Hold such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools.
3. Represent the District in collective negotiations with recognized or certified Employee organizations.
4. Attend, or delegate a representative to attend, all meetings of municipal agencies or governmental bodies at which matters pertaining to the public schools appear on the agenda.
5. Represent the District before the public and maintain through cooperative leadership, both within and without the District, such a program of public relations as may keep the public informed as to the activities, needs and successes of the District.
6. Receive all complaints, comments, concerns and criticisms regarding the operation of the District from the public, employees of the District, students and Board members.

**Placement:** Individual Contract

**Terms of Employment:** 12 month

**Evaluation:** Annually by The Board of Directors

## **Appendix B: Performance Objectives**

District Goal 1 – The district will use multiple measures of data (process, demographic, perception and learning) to improve teaching, learning, and to help the district fulfill its vision of student achievement.

Superintendent Performance Objective 1 – The Superintendent will meet monthly with the educational administrative team to lead the refinement of the MTSS process to increase student achievement K-12. Professional development and coaching will be provided to administrators to lead the support process effectively.

District Goal 2 – Create a unified K-12 culture that encompasses a “Bulldog Nation” by focusing on community, teamwork and bulldog pride.

Superintendent Performance Objective 2 - The Superintendent will meet monthly with the administrative team to create system efficiencies and a shared vision for the district. Community letters will be distributed monthly to disseminate timely and relevant information to district stakeholders.

District Goal 3 – Enhance opportunities for students to prepare for their future.

Superintendent Performance Objective 3 - The Superintendent will provide the annual Staffing and Enrollment report to the board, will use the report and the budget process to make recommendations regarding student programming.