EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between the WEST JEFFERSON HILLS SCHOOL DISTRICT (hereinafter referred to as "School District") and TRACY HARRIS (hereinafter referred to as "Ms. Harris" or “Director”).

WHEREAS, the School District's Board of School Directors, reappointed Ms. Harris as Director of Finance effective July 1, 2022 through June 30, 2027; and

WHEREAS, the School District desires to reappoint Ms. Harris as the Director of Finance for a new five (5) year term and to memorialize the terms of Ms. Harris’ employment consistent with Section 1089 of the Public School Code of 1949, as amended, and to establish specific terms and conditions of employment.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties hereby agree as follows:

1. Employment. Ms. Harris will report to the Superintendent and shall use her best efforts to perform the duties required by the Superintendent. Ms. Harris shall devote all of her working time, attention, and energies to School District matters. Ms. Harris shall perform all of the duties set forth in the job description attached hereto and incorporated herein and any other duties reasonably expected of a Director of Finance (or Business Manager) and requested by the Superintendent. The work year for the Director is a twelve (12) month work year pursuant to the schedule promulgated by the District annually for twelve (12) month employees, including all evening obligations.

2. Term and Termination. Effective July 1, 2027, the School District appoints Ms. Harris to the position of Director of Finance for a five (5) year term from July 1, 2027 through June 30, 2032, subject to the remaining conditions in this Section. Should Ms. Harris resign during the term of this Agreement, she shall provide written notice to the Superintendent and Board a

minimum of ninety (90) days prior to the date of resignation and cooperate with the Superintendent in a good faith effort to bring about a reasonable and effective transition of duties. Ms. Harris specifically agrees that her employment may be terminated for any reason. However, should the School District terminate Ms. Harris' employment for reasons other than as set forth in Section 1089 of the Public School Code of 1949, as amended, then the School District will make a separation payment to Ms. Harris, and Ms. Harris shall agree to an enforceable Separation Agreement and Release acceptable to the School District. Any separation payment under this paragraph shall be subject to severance compensation limitations applicable to superintendents under Section 1073(e)(3) of the School Code. Ms. Harris further agrees that there is no expectation of continued employment beyond June 30, 2032, and her employment with the School District shall terminate on that date.

3. Salary. Effective July 1, 2027, Ms. Harris shall be paid an annual base salary of $165,782.24. Ms. Harris shall also receive an annual stipend of $2,000 for the duties that she performs as the Board Secretary; said stipend is payable evenly over the applicable pays in the year. Ms. Harris shall be eligible for annual performance based increases up to four percent (4%) beginning July 1, 2028.

4. Performance Evaluation. The Superintendent shall evaluate the Director's performance prior to the end of each fiscal year. The performance of the Director shall be assessed against objective performance standards and key performance indicators directly related to the Performance Responsibilities set forth in the Director's job description and provided to the Director within ninety (90) days following the beginning of each fiscal year.

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5. Fringe Benefits. Ms. Harris shall be entitled to the following additional benefits:

a. Paid Time Off:

i. Vacation Days: The Director shall be entitled to twenty-two (22) vacation days annually. The Director may request payment for up to five (5) unused vacation days at the end of each fiscal year. Vacation days shall not accumulate and any unused days at the end of the fiscal year shall be lost.

ii. Sick Days: The Director shall be entitled to twelve (12) sick days annually. Sick days shall accumulate from year to year consistent with the School Code.

iii. Personal Days: The Director shall receive three (3) personal days annually. Unused personal days may accumulate up to five (5) days in each school year. No more than five (5) personal days may be granted in any given fiscal year.

iv. Holidays: The Director shall be paid for all days designated on the School Calendar as holidays. Additionally, the Director shall be paid for July 4th and Labor Day. If July 4th falls on a weekend, the day designated by the School District for observance shall be the paid holiday.

b. Health Insurance: Hospitalization and Prescription Insurance, Dental and Vision Insurance at the coverage and premium amounts set forth in the Jefferson Federation of Teachers collective bargaining agreement in effect on the effective date of this Agreement.

c. Life Insurance: The School District shall purchase a term life insurance policy for the benefit of the Director in the amount of $150,000. Additional term life insurance may be purchased through the School District by the Director at her sole expense.

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d. Disability Insurance: The School District shall purchase disability insurance coverage for the Director that provides a benefit of $2,000 per month.

e. Cell Phone Reimbursement: Shall have a choice to retain a School District cell phone or receive a $50.00 monthly reimbursement upon proof of cell phone payment.

f. Tuition Reimbursement:

i. Amount: Reimbursement amounts for the remaining contract years will be the same as set forth in the Act 93 Compensation Plan in effect for those years.

ii. Minimum GPA required to receive reimbursement: 3.0 GPA must be maintained.

iii. Maximum credits that can be taken in one fiscal year: 18 credits unless otherwise approved by the Board.

iv. Required service within the School District after credit reimbursement: minimum of three (3) years of continuous active service following reimbursement or the Director must repay the School District for all tuition payments received.

v. Payment to the employee at time of completion of credits administered on a fiscal-year basis.

vi. To be eligible for tuition reimbursement, credits earned must be related to the employee's area of responsibility, as determined by the School District.

g. The Director shall be eligible for a severance package/Early Retirement Incentive as set forth in the Jefferson Federation of Teachers collective bargaining agreement in effect on the effective date of this Agreement.

6. Professional Liability. Ms. Harris shall receive all of the benefits and protections of the

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Pennsylvania Local Government Tort Claims Act, 42 Pa.C.S. § 8541 *et seq*. Consistent with that Act, the School District agrees that it shall defend, hold harmless and indemnify Ms. Harris from any and all demands, claims, suits, actions and legal proceedings brought against Ms. Harris in her individual capacity or in her official capacity as agent and employee of the School District, provided the incident arose while Ms. Harris was acting within the scope of her employment (excluding criminal conduct). Related to such performance of duties, Ms. Harris shall be provided liability insurance coverage under the School District's liability policy applicable to directors and officers.

7. Litigation and Regulatory Cooperation. During and after School District employment, notwithstanding the cause of separation therefrom, Ms. Harris agrees to cooperate fully with the School District in the defense or prosecution of any claims or actions which may be brought in the future against or on behalf of the School District which relate to events or occurrences that transpired while Ms. Harris was employed by the School District. Such cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the School District. During and after School District employment, Ms. Harris agrees to cooperate fully with the School District in connection with any investigation or review of any federal, state or locally regulatory authority as any such investigation or review relates to events or occurrences that transpired while Ms. Harris was employed by the School District the School District shall reimburse Ms. Harris for any reasonable out-of-pocket expenses, including mileage approved at the Internal Revenue Service Rate, incurred in connection with performance of obligations pursuant to this Section.

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8. Return of All Property and Documents/Ms. Harris' Personal Property. Upon the discontinuation of Ms. Harris' employment for any reason, Ms. Harris shall immediately return to the School District all of its property including, without limitation, all documents and information, however maintained (including computer files and recordings), concerning the School District or acquired by Ms. Harris in the course and scope of her employment. Upon the discontinuation of Ms. Harris' employment as set forth herein, Ms. Harris shall be permitted to retain all personal property owned by her on the premises of the School District (to the extent such personal property does not contain documents or information concerning the School District) and shall be entitled to retrieve any such personal effects at that time.

9. Tax Withholdings. Ms. Harris understands and acknowledges that any compensation and benefits under this Agreement will be subject to appropriate tax withholding, and Ms. Harris agrees to hold the School District harmless for deducting such amounts prior to payment.

10. Modification. If all or part of any provision of this Agreement shall become or be declared unlawful or unenforceable by reason of any rule of law or public policy, the rights of the School District and Ms. Harris under this Agreement shall be modified only as much as is necessary to make the Agreement enforceable and all other portions of this Agreement, including the remaining portion of any provision, shall remain in full force and effect.

11. Applicable Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

12. Entire Agreement. This document contains the entire agreement between Ms. Harris and the School District and supersedes all prior agreements, understandings, discussions, statements, or representations. The terms of this Agreement may be amended only by an agreement in writing signed by Ms. Harris and a representative of the District Board of School Directors properly authorized to do so by said Board.

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IN WITNESS WHEREOF, the parties hereto have set their hand the date set forth below.

ATTEST: **WEST JEFFERSON HILLS SCHOOL DISTRICT**

_____ _____

Secretary Board President

Date: _____

WITNESS: **TRACY HARRIS**

_____ _____

Date: _____

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