

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is made and entered into this 28th day of June 2022, by and between the Chambersburg Area School District (“School District” or “Board”) and Dr. Dion Betts (“Dr. Betts” or “Superintendent”) and sets forth the complete terms and conditions of Dr. Betts’s separation from employment with the School District. The School District and Dr. Betts shall be referred to collectively herein as “the Parties.”

Recitals

WHEREAS, Dr. Betts is currently employed as District Superintendent pursuant to an Employment Contract dated January 22, 2019, by and between the School District and Dr. Betts for a term commencing July 1, 2019 and June 30, 2024, (Attached hereto as Appendix “A”, and incorporated by reference); and

WHEREAS, the School District and Dr. Betts desire an orderly and smooth transition to conclude Dr. Betts’s employment with the School District and to resolve and satisfy all obligations between the Parties; and

WHEREAS, the Parties acknowledge and represent that a negotiated severance of employment agreement between a school district and its superintendent is limited in accordance with the formulas set forth in Section 1073 of the Commonwealth of Pennsylvania’s Public School Code of 1949, as amended (hereinafter referred to as “Public School Code”), 24 P.S. §10-1073; and

WHEREAS, the Parties hereto represent that the value of the severance compensation to Dr. Betts falls within the applicable legal limit as determined by the Parties hereto based on a good faith valuation of one year’s compensation and benefits payable to the Superintendent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed by and between the School District and Dr. Betts that this matter shall be settled and compromised on the following terms and conditions:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference as if fully set forth herein.

2. **Separation Date.** Dr. Betts’s employment as Superintendent of the School District will end effective the close of business on June 30, 2022 (“Separation Date”), subject to and conditioned upon the School District’s agreement to all of the terms and conditions of this Agreement and the authorized execution of the same. Dr. Betts shall receive all compensation, including his full salary and benefits as set forth in his Employment Contract and this Agreement through June 30, 2022. After that date, Dr. Betts shall receive only the payments expressly and specifically set forth in this Agreement.

3. **Waiver of Notice Requirements.** The School District hereby waives any and all notice requirements and repayment obligations, if any, regarding Dr. Betts and his employment with the School District, including but not limited to his notice of resignation and Dr. Betts waives

any and all notice requirements of the School District regarding his reappointment and annual evaluation.

4. **Payment for Unused Leave.** The School District shall pay Dr. Betts the following for his unused leave accrued during his employment with the District pursuant to the terms of his Employment Contract and the School District Administrator Compensation Plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164)(“Act 93 Plan”):

- a. Unused Vacation Leave: amount of Six Thousand Nine Hundred Fifteen Dollars and Thirty Cents (\$6,915.30) which is payment, at his current per diem rate of pay, for eight and three-fourths (8.75) days of unused vacation leave. In accordance with his Employment Contract, Dr. Betts’s “per diem rate of pay” as used in this provision shall be calculated by dividing Dr. Betts’s current gross annual salary for the 2021-2022 school year by 248. The School District shall make such payment to Dr. Betts for his unused vacation leave as a non-elective employer contribution to Dr. Betts’s 403(b) account. Such non-elective contribution shall be subject to the limits established by law for such account. There is no cash option for such payment.
- b. Unused Personal Leave: amount of One Thousand One Hundred Eighty-Five Dollars and Forty-Eight Cents (\$1,185.48) which is payment, at his current per diem rate of pay, for one and one-half (1.5) days of unused personal leave. In accordance with his Employment Contract, Dr. Betts’s “per diem rate of pay” as used in this provision shall be calculated by dividing Dr. Betts’s current gross annual salary for the 2021-2022 school year by 248. The School District shall make such payment to Dr. Betts for his unused personal leave as a non-elective employer contribution to Dr. Betts’s 403(b) account. Such non-elective contribution shall be subject to the limits established by law for such account. There is no cash option for such payment.
- c. Unused Sick Leave: amount of Three Thousand Six Hundred Seventy-Five Dollars (\$3,675.00) which is payment, at the rate of seventy-five dollars (\$75.00) per day, for forty-nine (49) days of unused sick leave. The School District shall make such payment to Dr. Betts for his unused sick leave as a non-elective employer contribution to Dr. Betts’s 403(b) account. Such non-elective contribution shall be subject to the limits established by law for such account. There is no cash option for such payment.

5. **Continued Healthcare/Medical Benefits.**

- a. Notwithstanding his Separation Date, the School District shall continue to provide Dr. Betts, his spouse, and eligible dependents with all Healthcare/Medical Benefits in accordance with the applicable provisions of the School District’s Act 93 Plan, including but not limited to hospitalization,

medical-surgical, physician, prescription, vision and dental coverage, and District contributions to Dr. Betts' Health Savings Account (HSA), which are currently provided to him, his spouse and eligible dependents on the date of this Agreement. Such Healthcare/Medical Benefits under this Paragraph 5 shall be paid by the School District through June 30, 2023, unless terminated sooner in accordance with the terms and conditions of this Agreement.

- b. The Healthcare/Medical Benefits under this provision may be changed by the School District only in the event the School District no longer provides the Healthcare/Medical Benefits for any employee of the School District. In the event that the Healthcare/Medical Benefits are changed, the School District shall provide the best Healthcare/Medical Benefits that it provides to any other employee of the School District, as selected by Dr. Betts in his sole discretion.
- c. Notwithstanding anything herein to the contrary, the School District's obligation to provide Healthcare/Medical Benefits under this Agreement to Dr. Betts, his spouse and eligible dependent will terminate at any time that Dr. Betts becomes employed in a full-time, permanent employment capacity by another employer that provides him, his spouse and eligible dependents with Healthcare/Medical benefits as defined herein. "Full-time, permanent employment capacity" for purposes of this Agreement shall mean employment by any entity into a permanent vacancy and includes a contracted position of at least one year, but does not include a substitute, interim or acting position. Dr. Betts shall advise the School District in writing as soon as he obtains any such permanent position and shall advise the School District when he will be eligible for healthcare and medical benefits from said employer.

6. **Severance Payments.** In addition to the payment for unused leave as set forth in Paragraph 4 of this Agreement and continued Healthcare/Medical Benefits as set forth in Paragraph 5 of this Agreement, the School District shall pay Dr. Betts severance payments as follows:

- a. The School District shall make a non-elective employer contribution to Dr. Betts's 403(b) account in the amount of Twenty-Nine Thousand Six Hundred Twenty-Nine Dollars and Twenty-Two Cents (\$29,629.22). If the payment exceeds the contribution limits under the Internal Revenue Code, the excess shall be contributed into Dr. Betts's 403(b) account in subsequent years until the payment is fully made, subject to the limitations of the Internal Revenue Code. There is no cash option for such payment.
- b. The School District shall make a non-elective employer contribution to Dr. Betts's 457 account in the amount of Fourteen Thousand Six Hundred Twenty-Five Dollars (\$14,625.00).

- c. A lump sum payment in the amount of Two Hundred Fifty-Four Thousand Six Hundred Twenty-Three Dollars and Eighteen Cents (\$254,623.18). The School District shall withhold appropriate federal, state, and local taxes from this payment.
- d. The payments required to be paid to Dr. Betts under this Paragraph 6 shall be paid within twenty (20) days of Dr. Betts's Separation Date, except for excess 403(b) contributions, if any, as stated otherwise in Paragraph 6.a.
- e. Dr. Betts is not entitled to any compensation related to stipend positions, not specifically addressed in this Agreement, including, but not limited to, any payments associated with his approval as Superintendent of Record for the Franklin County Career and Technology Center.
- f. Dr. Betts understands that if he does not enter into this Agreement or if he revokes his acceptance of this Agreement, the above payments will not be made.
- g. The School District understands that its failure enter into this Agreement shall nullify and revoke Dr. Betts's separation, release, and all of obligations under this Agreement and Dr. Betts shall resume his duties as District Superintendent under the terms of his Employment Contract.

7. **Joint Public Statement and Non-disparagement.** The School District and Dr. Betts shall issue a joint public statement regarding Dr. Betts's separation from employment, which is attached hereto and incorporated herein by reference as Appendix B. Similarly, if the Board, a future superintendent of the School District (substitute, acting or otherwise), the Director of Human Resources, or other designated District employee, are contacted for a reference check or employment verification, they shall be directed to respond consistent with the joint public statement in Appendix "B". The School District further agrees that no member of the School Board, central office administrators and human resources staff of the School District is authorized or shall be authorized to make any public statement regarding Dr. Betts and his performance as District Superintendent that is inconsistent with or contrary to the public statement in Appendix B. In the event that this provision is violated, the School District, upon notice by Dr. Betts, shall issue a retraction of any statement that is made in violation of this provision and shall, as part of the retraction, republish the Public Statement (Appendix B). The Public Statement (Appendix B) shall be placed and maintained by the School District in Dr. Betts's personnel file.

Except as expressly permitted in this Agreement, Dr. Betts agrees that he shall not at any time make any written or oral comments or statements of a defamatory or disparaging nature regarding the School District, its personnel or its Board of School Directors, and shall not take any action that would cause or contribute to the School District being held in disrepute. Neither party hereto shall be deemed to violate this provision by making statements to correct any inaccurate statements.

8. **Return of School District Property and Retrieval of Personal Property.**

Dr. Betts shall return to the School District's Business Manager all keys, School District credit cards, and equipment belonging to the School District that are in his possession on or before June 30, 2022. Dr. Betts shall vacate his office and remove his personal possessions on or before June 30, 2022.

9. **Section 409A Compliance.** This Agreement and its operation are intended to comply with all applicable law, including Section 409A of the Internal Revenue Code. The School District and Dr. Betts intend that this Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the Treasury regulations and guidance relating thereto so as not to subject Dr. Betts to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. To the extent that any payment or benefits pursuant to this Agreement is deemed to be deferred compensation subject to the requirements of Section 409A of the Internal Revenue Code, this Agreement shall be administered and interpreted in such a manner consistent with such intent and which complies with Internal Revenue Code Section 409A. For purposes of Section 409A, each installment payment, if any, provided under this Agreement shall be treated as a separate payment. The School District and Dr. Betts shall cooperate to amend this Agreement 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 payments or benefits to Dr. Betts under this Agreement.

10. **Mutual Releases.** In consideration of the promises and benefits extended by the School District to Dr. Betts under the terms of this Agreement, and the promises and benefits extended by Dr. Betts to the School District under this Agreement, Dr. Betts and the School District expressly agree as follows:

- a. Dr. Betts knowingly and voluntarily releases and forever discharges the School District, and its successors and assigns, officers, and directors, administrators, employees, insurance companies and attorneys, past and present, (collectively referred to throughout the remainder of this Agreement as "School District Released Party(ies)"), from any and all claims, demands, liabilities, causes of actions, damages, losses and expenses of every nature and kind whatsoever, known or unknown, which Dr. Betts has or may have against the School District arising on or before the date of execution of this Agreement, out of or in connection with his employment by the School District, including but not limited to wrongful discharge, violation of his rights pursuant to the Civil Rights Act (42 U.S.C. §1983) or any other federal or state statute or regulation relating to civil rights, employment, or employment discrimination including but not limited to the Age Discrimination in Employment Act; the Family Medical Leave Act, the Americans with Disabilities Act; and the Pennsylvania Human Relations Act (all of the above collectively referred to as "Claims"). Dr. Betts specifically agrees that the consideration given to him under this Agreement constitutes full relief for any and all Claims prior to the date of the execution of

this Agreement he may have against the School District Released Parties, collectively and individually, in their professional or personal capacities, and waives the right to any further recovery of any other damages, costs, fees, or wages.

- b. The School District, for itself and members of the Board of School Directors acting in their official capacities, and its successors and assigns knowingly and voluntarily releases and forever discharges Dr. Betts and his heirs and assigns, and attorneys, collectively and individually, (“Betts Released Party(ies)”) from any and all claims, demands, liabilities, causes of action, damages, losses and expenses of every nature and kind whatsoever, known or unknown, which the School District has or may have against Dr. Betts arising on or before the date of the execution of this Agreement, out of or in connection with Dr. Betts’s employment by the School District, including but not limited to any federal or state statute or regulation relating to his employment, labor relations, wages or benefits (all of the above collectively referred to as “Claims”). The School District specifically agrees that the consideration given to it under this Agreement constitutes full relief for any and all Claims it may have against Betts Released Parties and waives the right to any recovery of any other damages, costs, fees, or wages.
- c. Dr. Betts and the School District each expressly acknowledges that the mutual releases under this Agreement is intended to include in their effect, without limitation, not only claims that are known, anticipated or disclosed, but also claims that are unknown, unanticipated and undisclosed, but which may nevertheless exist as of the date of this Agreement. Dr. Betts and the School District each expressly waives any right to assert, after the execution of this Agreement, that any claim that existed on or prior to the effective date of this Agreement, through ignorance or oversight, or any other reason, has been omitted from the scope of this Agreement.

11. **Covenant Not to Sue.** Dr. Betts agrees that he will not bring any civil action, suit, grievance, claim or administrative complaint against the School District or its officers, and directors, administrators and employees, and attorneys collectively or individually, or contest the validity of this Agreement or attempt to negate it. The School District likewise agrees that it will not bring any civil action, suit, grievance, claim or administrative complaint against Dr. Betts or his heirs and assigns, and attorneys collectively or individually, or contest the validity of this Agreement or attempt to negate it. If either party files such a suit in violation of this Paragraph 11, it shall pay to the other applicable Released Party(ies) all attorneys’ fees, costs and expenses incurred by the Released Party(ies) in defending themselves. Nothing in this Paragraph is intended to prevent either party from bringing an action to enforce the provisions of this Agreement.

12. **Acknowledgement of No Wrongdoing.** The School District acknowledges and certifies that there are no ongoing or outstanding School District investigations or adverse employment actions against Dr. Betts including, but not limited to, unsatisfactory evaluations,

investigation reports, or negative documentation of any kind regarding Dr. Betts and his performance as Superintendent of the School District. The School District further agrees that, to its knowledge, Dr. Betts has not acted wrongfully, and it shall not initiate any investigation of Dr. Betts. Dr. Betts acknowledges and agrees that the School District has not acted wrongfully and/or illegally so as to give Dr. Betts a valid cause of action or claim against the School District in any manner whatsoever. Nothing in this Agreement shall in any way be construed or constitute any admission of wrongdoing or liability by the School District. Nothing in this Agreement shall in any way be construed or constitute any admission of wrongdoing or liability by Dr. Betts.

13. **Obligation to Defend, Hold Harmless, and Indemnify Dr. Betts.** The School District shall continue to defend, hold harmless and indemnify Dr. Betts and his heirs from any and all demands, claims, suits, actions, and legal proceedings brought against Dr. Betts in his individual capacity and/or in his official capacity as permitted by Pennsylvania law. The School District shall not take any action to interfere with or object to coverage by any insurer of the School District providing coverage to Dr. Betts for any claims arising out of or allegedly arising out of his employment with the School District. In no case shall individual Board members be considered personally liable for indemnifying Dr. Betts against any such demands, suits, actions, and legal proceedings. The obligations of this Paragraph shall survive the termination of Dr. Betts's employment with the School District.

14. **Dr. Betts's Continuing Cooperation in Litigation.** Dr. Betts understands and agrees that he will reasonably cooperate with the School District in the defense of any claims that arose during Dr. Betts's service as Superintendent of the School District. Dr. Betts's reasonable cooperation shall include, but not be limited to, conferring with counsel for the School District, participating in depositions, being prepared for any hearing, assisting in the answers of any discovery, or otherwise participating directly in the litigation. In the event the School District requires the presence of Dr. Betts for any of the reasons denoted in this Paragraph, the School District shall give reasonable notice to Dr. Betts and shall either (1) make all travel arrangements at the School District's expense as such arrangements are mutually agreed upon by the School District and Dr. Betts or (2) reimburse Dr. Betts all reasonable out-of-pocket travel expenses incurred by him upon presentation of invoices by Dr. Betts to the School District. In addition, the School District shall pay Dr. Betts his per diem rate of pay for each day Dr. Betts is required by the School District to cooperate with the School District for the reasons and manner set forth in this Paragraph, including payment for Dr. Betts's reasonable travel time and preparation time. Dr. Betts's "per diem rate of pay" as used in this provision shall be calculated by dividing Dr. Betts's current gross annual salary for the 2021-2022 school year by 248 for each eight (8) hours of such cooperation.

15. **Miscellaneous.**

- a. Except as otherwise provided for herein, the terms of this Agreement shall prevail if there is any conflict between it and the terms of Dr. Betts's Employment Contract with the School District.

- b. Nothing in this Agreement is intended to or does prevent either party from bringing an action to enforce the provisions of this Agreement.
- c. The School District agrees to defend this Agreement in court if challenged by a Third Party at its sole cost, except that Dr. Betts shall remain responsible for defending any challenge to this Agreement in court if such challenge is initiated by a third party with whom Dr. Bett's has a relationship by blood or marriage, or if such challenge is issued by the Public Employees' Retirement System (PSERS).
- d. In the event of Dr. Betts's death prior to the expiration of any period described herein, any benefit otherwise payable to him under this Agreement, shall be made to his surviving spouse, if any, or to his estate.

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

17. **Severability.** The Agreement's promises are severable, meaning that if a court were to find any promise invalid or unenforceable, the court will modify or adjust that promise. The Agreement's other promises and terms, though, would remain fully enforceable if that were to occur.

18. **Modifications.** This Agreement sets forth the entire understanding of the Parties and cannot be amended or modified, except in writing signed by Dr. Betts and an agent of the School District specifically authorized to sign on behalf of the School District in this matter.

19. **Integration Clause.** The School District and Dr. Betts expressly acknowledge and confirm that: (1) the only consideration for signing this Agreement are the terms and provisions stated herein; and (2) no other promise or agreement of any kind, save those set forth in this Agreement, has been made by any person or entity whatsoever to cause them to sign this document.

20. **Consultation with Counsel.** The Parties each acknowledge that they were given an opportunity to be represented by legal counsel skilled in this area of the law and that they were so represented.

21. **Counterparts.** If two or more counterparts of this Agreement are executed all such counterparts shall collectively constitute the same instrument.

22. **Headings.** The headings of this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

23. **Construction.** The normal principle of contract construction whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation and construction of this Agreement.

24. **Time to Consider Agreement and Right of Revocation.** Dr. Betts has a period of at least twenty-one (21) days within which to consider this Agreement. Further, for a period of

seven (7) days following the execution of this Agreement by Dr. Betts, he may revoke this Agreement.

25. **Board Certification.** The Board certifies that it has complied with all procedures and/or requirements imposed on it by its policies, regulations and/or operating procedures and otherwise required by law necessary to enter into this Agreement and that its signatory has authority to execute this Agreement on behalf of the School District.

IN WITNESS WHEREOF, and intending to be legally bound hereby, each of the Parties hereto has executed this Agreement as of the dates set forth below.

Chambersburg Area School District:


President, Board of School Directors

Date

ATTEST: _____
Secretary, Board of School Directors

Date

Dr. Dion Betts:



Dr. Dion Betts, Superintendent

6/23/2022

Date

APPENDIX A
EMPLOYMENT CONTRACT

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), entered into on January 22nd, 2019, is between the CHAMBERSBURG AREA SCHOOL DISTRICT ("School District") and Dr. Dion Betts ("Superintendent").

BACKGROUND. The Board of School Directors ("Board") of the School District at a regularly scheduled public meeting, duly and properly held on January 22, 2019, elected Dr. Dion Betts as the District Superintendent in accordance with the provisions of Sections 508 and 1073 of the Public School Code of 1949, as amended ("Public School Code") for a term of five (5) years. Further, the Board, at the same regularly scheduled public meeting, approved this Agreement. The School District and Superintendent, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. Employment. School District employs Superintendent, and Superintendent accepts employment, under the terms and conditions of this Agreement. The election and appointment of Superintendent by School District and his employment under this Agreement is expressly conditioned upon Superintendent's maintaining throughout the term of this Agreement a valid and current commission and other legal credentials as may be required by law.

2. Term of Employment. The term of employment of Superintendent shall commence on July 1, 2019 and shall continue until June 30, 2024. This Agreement shall terminate on June 30, 2024 unless the Agreement is renewed for an additional term pursuant to §1073 of the Public School Code.

3. Duties.

a. The authorities, duties and responsibilities of Superintendent to the School District shall be all of those authorities, duties and responsibilities incident to the office of

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District Superintendent pursuant to the laws of the Commonwealth of Pennsylvania, including the rules and regulations as prescribed by the Department of Education and Secretary of Education, and including other additional duties, consistent with his position, as from time to time may be reasonably assigned to Superintendent by the School District's Board of School Directors, as more fully set forth below:

i. Planning and initiating programs and policies concerning the organizational, operational and educational function of the School District as directed by the Board with ultimate responsibility for the execution of these programs and policies.

ii. Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the School District.

iii. Keeping the Board informed by written and oral reports as to the operation and needs of the School District.

iv. Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.

v. Directing the daily operation of the School District by organizing, supervising and coordinating the School District staff.

vi. Arranging for the systematic evaluation of staff by responsible administrators.

vii. Recommending the employment of, assigning, and supervising all School District employees and recommending promotion, salary changes, demotion or discharge of any School District employees rendering unsatisfactory service.

- viii. Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- ix. Developing effective staff development programs that are linked to the strategic plan and Board goals for the School District.
- x. Communicating directly, or through delegation, all personnel actions by the Board to all employees as appropriate and receiving from employees communication to be made to the Board.
- xi. Ensuring that School District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- xii. Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and make recommendations to the Board for the improvement of curriculum.
- xiii. Recommending to the Board any major changes in texts and time schedules to be used in the schools.
- xiv. Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.
- xv. Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the School District and the use of School District assets and resources.

xvi. Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.

xvii. Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.

xviii. Serving as the official spokesperson for the School District in providing information to the Board, School District employees, the community and other outside groups/agencies on matters affecting the operation of the School District.

xix. Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.

xx. Interpreting and/or supervising the implementation of all federal and state laws relevant to education.

b. Superintendent shall have a seat on the Board and the right to speak on all issues before the Board, but shall not have the right to vote. Superintendent or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his own employment, and shall serve as advisor to the Board and its committees in all matters affecting the School District. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study, disposition, or recommendation as is appropriate.

4. Compensation.

a. As compensation for Superintendent's services and performance of his obligations under this Agreement, School District shall pay to Superintendent an annual salary in the amount of \$188,000 for the 2019-2020 school year.

b. In accordance with this Agreement, the Board shall evaluate the performance of the Superintendent in accordance with Paragraph 9 of this Agreement. Effective July 1, 2020, and effective on July 1 of each year thereafter, the Superintendent shall be entitled to an increase in his salary calculated as follows:

- i. an increase of 0% for a "failing" evaluation;
- ii. an increase of 1% for a "needs improvement" evaluation;
- iii. an increase of between 1.5% and 5.5% for a "proficient" or "distinguished" evaluation. The amount of the salary increase shall be determined by the Board in an exercise of its discretion.

c. The Superintendent's salary shall be payable on School District's customary salary payment dates.

5. Benefits.

a. Unless otherwise specified in this Agreement, Superintendent shall be entitled to all benefits provide to Administrators under the School District's Act 93 Compensation Plan in effect on July 1, 2019.

b. Vacation. The Superintendent shall be permitted to transfer ten (10) vacation days accrued during his prior employment. The Superintendent shall be entitled to twenty (20) days of vacation annually with the right to carry over unused vacation days. A maximum of ten (10) vacation days may be carried over into the subsequent school year. In the event that this Agreement is terminated in accordance with Paragraph 12, the number of vacation

days for that school year shall be pro-rated on a monthly basis and paid to the Superintendent based upon the Superintendent's per diem salary rate (1/260th) in effect at the time when this Agreement is terminated. The School District shall have no obligation to buyout any accumulated vacation days during or upon completion of the term set forth in this Agreement.

c. Holidays. The Superintendent shall be entitled to holidays consistent with the holidays established by law, or granted by the Board as applied to the Act 93 Administrators.

d. Sick Leave.

i. As of the execution of this Agreement, the Superintendent has accumulated twenty-five (25) days of unused sick leave with his prior employer, which shall be transferred to the School District.

ii. Effective July 1 of each year during the term of this Agreement, the Superintendent shall receive thirteen (13) days of sick leave in accordance with the provisions set forth in the School District's Act 93 Administrators Compensation Plan.

e. Health and Dental Insurance. The Superintendent shall have the same health and dental insurance, including co-pay if any, as the Act 93 Administrators employed by the School District. In the event that the Act 93 Administrators are subject to a premium share requirement for health and dental insurance, the Superintendent shall not be obligated to pay a shared premium. Upon successful completion of the term of employment set forth in this Agreement or termination of this Agreement under Paragraph 11.c. or 11.d., the Superintendent shall have the option of continuing, at the Superintendent's expense, health, dental, and vision coverage in effect at the School District's group rate until such time as the Superintendent is eligible for Medicare coverage. When the Superintendent is eligible for Medicare coverage, the

School District's coverage shall cease. If the Superintendent is deceased prior to eligibility for Medicare coverage, and the Superintendent's spouse was covered under the Superintendent's plan at the time of the Superintendent's death, the spouse may continue coverage at their expense until such time as the spouse becomes eligible for Medicare coverage. This Paragraph shall not effect any additional rights the Superintendent or the Superintendent's spouse may have under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") or Section 5-513 of the Public School Code of 1949.

f. Personal Leave Days. Effective July 1 of each year during the term of this Agreement, the Superintendent shall be entitled to five (5) personal leave days.

Unused personal leave days may be accumulated up to a maximum of eight (8) days. The School District shall have no obligation to buyout personal leave days at any point during or after completion of the term of employment set forth in this Agreement.

6. Outside Activities. Superintendent agrees to devote during the term of this Contract his full working time, attention, energies, skills and labor to his employment as District Superintendent; provided, however, that he may undertake outside extra-curricular activities such as consultative work, speaking engagements, writing, lecturing or other professional duties and obligations, if the Board is informed in advance and so long as such activities do not conflict with performance of his obligations under this Contract.

7. Moving Expenses. Superintendent shall establish a permanent residence within the School District during the 2019-2020 school year, and shall maintain that residence during the term of this Agreement. Superintendent shall be entitled to a reimbursement of expenses (money, closing costs, etc.) to establish a permanent residence within the School District up to a

maximum of \$5,000, provided that such expenses incurred in establishing the residence shall be incurred within the 2019-2020 school year.

8. Annual Contribution to a Section 403(b) Account. The School District shall pay into a qualified 403(b) account for the benefit of Superintendent, an amount equal to 7% of the Superintendent's gross salary for each school year during the term of this Agreement.

The payments shall be made into a qualified Section 403(b) account, established by the Superintendent with an approved vendor who will be responsible for administering the Section 403(b) account for the benefit of Superintendent. School District shall make the payments in four (4) equal installments on July 1, October 1, January 1, and April 1 of each school year of the term of this Agreement. The payments set forth in this Paragraph shall be subject to the provisions set forth in Paragraph 9.

9. The payments set forth in Paragraphs 7 and 8 shall not exceed any applicable contribution limit set forth in the Internal Revenue Code. If the amounts due under Paragraphs 7 and 8 for any year exceeds the applicable contribution limit for any year, the unpaid amount shall be contributed into Superintendent's Section 403(b) account in the next year to the extent permitted under the applicable limitations, and shall continue in each succeeding year until the entire amount due has been contributed into Superintendent's Section 403(b) account.

10. Professional Improvement. The Board encourages the continual professional growth of the Superintendent through participation in outside activities. The School District will pay the annual membership fees of the Superintendent, and the Superintendent shall be permitted to attend regular and special meetings of two professional organizations and community or civic organizations within the Chambersburg community selected by the Superintendent, and approved by the Board.

With Board approval, the Superintendent may attend out-of-state meetings, seminars and courses offered by public or private education institutions, informational meetings with other persons whose particular skills or backgrounds would help the Superintendent in performing his professional responsibilities for the School District or meetings of the organizations set forth above.

The School District shall permit a reasonable amount of released time for the Superintendent to attend such activities and the School District shall pay for necessary fees for travel and expenses.

11. Expenses. The School District shall pay or reimburse Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his duties under this Agreement. The School District shall provide Superintendent with an annual vehicle allowance of 8,000 miles per year to be paid at the applicable mileage rate established by the Internal Revenue Service in effect at the time paid in equal installments at each of the School District's customary salary payment dates. The School District shall provide Superintendent with a cellular phone, laptop computer and iPad.

12. Formal Written Assessment of Performance.

a. The Board no later than June 30 of each year shall evaluate, in writing, the performance of Superintendent. The evaluation shall utilize a mutually agreed upon method as the basis for said evaluation, provided that any performance assessment selected shall (i) include a self-assessment by Superintendent and (ii) require the Board 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 determines that the performance of Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific

instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to Superintendent. Superintendent shall have the right to make a written response to the evaluation. The evaluation by the Board and Superintendent's response(s) shall be private and shall be retained in confidence, except to the extent that the School District is required, pursuant to §1073.1(b.1) of the Public School Code to post the date of the assessment and whether or not the Superintendent has met the agreed upon objective performance standards on the School District's publically accessible Internet website. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement; provided, however, that Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

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

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

ii. To discuss and establish goals for the ensuing year; and

iii. To establish the basis for possible incremental adjustments in the annual salary rate for Superintendent.

c. The Board and Superintendent agree that Superintendent's performance as Superintendent will be evaluated by the objective performance standards which will be attached to this Agreement as Exhibit "A," and which shall be considered a part of this Agreement. The objective performance standards shall be posted on the School District's publically accessible Internet website.

d. By the beginning on June 30, 2020, and by June 30 of each successive year of the term of this Agreement, the Board shall meet to determine if the written objective performance standards shall be modified. In the event that both parties agree to modify the objective performance standards, the modification(s) shall be set forth in writing, shall be attached to this Agreement and made a part of the Agreement, and shall be posted on the School District's publically accessible Internet website.

13. Professional Liability.

a. The Board shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the School District, provided the incident arose while Superintendent reasonably believed he was acting within the scope of his employment, and provided that Superintendent has not committed an unauthorized, criminal or willfully unlawful act causing such incident.

b. If, after first consulting with the Board, and/or its counsel, Superintendent is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of Superintendent and the legal position of the School District, Superintendent may engage private counsel upon further written notice to the Board, in which event the Board, shall indemnify Superintendent for reasonable costs of such legal counsel.

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

14. Goals and Objectives. The Board and Superintendent shall during each school year jointly establish goals and objectives which shall be included among the criteria for evaluation of Superintendent.

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

- a. Mutual agreement of Superintendent and the Board.
- b. Retirement of Superintendent (i.e. Superintendent applies for and accepts effective as of the date of termination of his employment retirement benefits under PSERS).
- c. Disability of Superintendent. In the event Superintendent is disabled and is unable to perform Superintendent's duties for a period of three (3) consecutive months, then the School District may terminate this Agreement if the School District provides written notice to the Superintendent prior to the Superintendent's being able to resume performance of his duties.
- d. Discharge for Cause. Discharge for cause shall constitute conduct which results in removal of Superintendent from office pursuant to the provisions of the Public School Code of the Commonwealth of Pennsylvania.
- e. Death of Superintendent.

16. Waiver of Breach. The waiver by School District of due performance of or compliance with any provisions of this Agreement by Superintendent shall not operate or be construed as a waiver of due performance or compliance by Superintendent thereafter.

17. Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

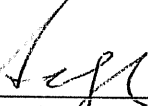
18. Headings. The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

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

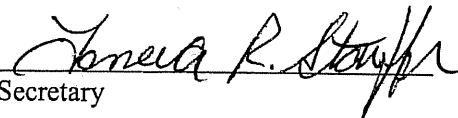
20. Modification. No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

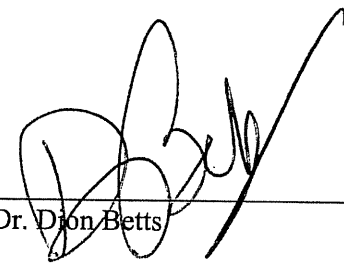
IN WITNESS WHEREOF, School District and Superintendent have signed this Agreement this 23rd day of January, 2019.

CHAMBERSBURG AREA SCHOOL DISTRICT

By: 
Alexander Sharpe, President of the
Board of School Directors

ATTEST:


Secretary


Dr. Dion Betts

ADDENDUM
to
Employment Agreement for Dr. Dion Betts

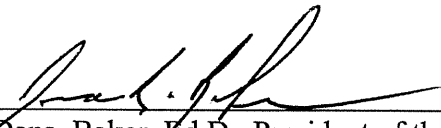
This Addendum, entered into on June 23, 2020, modifies the Employment Agreement entered into on January 22, 2019, between the CHAMBERSBURG AREA SCHOOL DISTRICT ("District") and Dr. Dion Betts ("Superintendent") pursuant to Paragraph 20 - Modification of said Employment Agreement.

The Board of School Directors ("Board") of the District, at a regularly scheduled public meeting, duly and properly held on January 22, 2019, elected Dr. Dion Betts as Superintendent in accordance with the provisions of Section 508 and 1073 of the Public School Code of 1949, as amended, for a term of five (5) years beginning July 1, 2019. Further, the Board, at this same regularly scheduled public meeting, approved the aforementioned Employment Agreement. Subsequent to that meeting, the Board and Dr. Betts agreed to a mutually agreed upon evaluation method and objective performance standards as set forth in Appendix "A" attached hereto, said evaluation method and objective performance standards in effect beginning July 1, 2019, and for the term of this five (5)-year Employment Agreement.

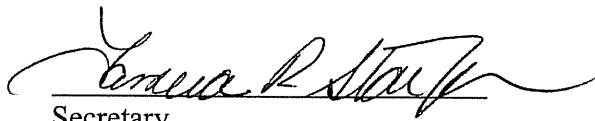
By virtue of the signatures below, Appendix "A" is hereby incorporated into the terms of the Employment Agreement entered into on January 22, 2019, between the District and the Superintendent.

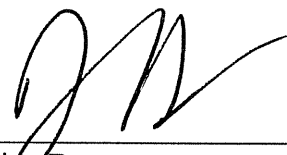
IN WITNESS WHEREOF, School District and Superintendent have signed this
Agreement this 23 day of June, 2020.

CHAMBERSBURG AREA
SCHOOL DISTRICT

By: 
Dana Baker, Ed.D., President of the
Board of School Directors

ATTEST:


Secretary


Dr. Dign Betts

APPENDIX "A"

Chambersburg Area School District Superintendent Evaluation Tool

Name: _____

Date: _____

Rating
0 1 2 3

Standard 1 - SHARED VISION

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

Comment(s): _____

Standard 2 - CULTURE OF LEARNING

An education leader promotes personalized student success by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning.

Comment(s): _____

Standard 3 - DECISION MAKING

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

Comment(s): _____

Standard 4 – MANAGEMENT

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

Comment(s): _____

Standard 5 - FAMILY AND COMMUNITY

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

Comment(s): _____

Standard 6 – ETHICS

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

Comment(s): _____

Standard 7 – ADVOCACY

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

Comment(s): _____

Standard 8 - PERSONAL AND PROFESSIONAL GROWTH

An education leader promotes personalized student success by supporting professional growth of self and others through practice and inquiry.

Comment(s): _____

Standard 9 - OBJECTIVE PERFORMANCE STANDARDS:

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

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

1. "Improve student achievement and outcomes" _____

Comment(s): _____

2. "Ensure that students are career and college ready" _____

Comment(s): _____

3. "Ensure that the school district has the most talented staff" _____

Comment(s): _____

4. "Ensure that the school district is financially stable and evidences financial stewardship"

Comment(s): _____

OVERALL AVERAGE SCORE: _____

Overall Comment(s): _____

Key:

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

APPENDIX B
PUBLIC STATEMENT

The Chambersburg Board of School Directors and Dr. Dion Betts, Superintendent, entered into a separation agreement which will allow Dr. Betts to pursue other opportunities and for the Board of Directors to appoint the next superintendent.

The Chambersburg Area School Board thanks Dr. Betts for his service to and leadership of the Chambersburg Area School District. The Board wishes him success in his future ventures.

Dr. Betts thanks the Board for the opportunity to lead the District and wishes the District continuing success in its mission to educate children.