

**ERIE COUNTY TECHNICAL SCHOOL
AGREEMENT OF THE DIRECTOR OF VOCATIONAL EDUCATION**

This Agreement is made and entered into this _____ day of February, 2023, by and between the JOINT OPERATING COMMITTEE OF THE ERIE COUNTY TECHNICAL SCHOOL (hereinafter “the JOC,” “the Committee,” or “the School”), with offices located at 8500 Oliver Road, Erie, Pennsylvania 16509, and MATTHEW P. LAVERDE, an individual residing at 212 ½ Central Ave., Oil City, Pennsylvania 16301 (hereinafter “Director”).

WHEREAS, the Joint Operating Committee of the School, at a meeting of said Committee duly and properly called on February 23, 2023, appointed Matthew P. LaVerde to the office of Transition Employee and Director of the Erie County Technical School as defined herein; and

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

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

ARTICLE I - DURATION AND ACCEPTANCE OF AGREEMENT

The School hereby employs Matthew P. LaVerde as an employee of the School for the purpose of transition to the position of Director from April 1, 2023 to June 30, 2023 (“Transition Employee”), then in the capacity of Director of Vocational Education of the Erie County Technical School, for a term commencing on or after July 1, 2023 and ending on June 30, 2028.

ARTICLE II - SCHOOL AUTHORITY

The School, on its own behalf and on behalf of the electors of the School, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania. The School shall be bound only by the specific and expressed terms of this Agreement. There are no implied or verbal agreements governing the employment of the Transition Employee or the Director.

ARTICLE III - DUTIES AND QUALIFICATIONS

A. During the term of this Agreement, the Transition Employee and the Director agrees to perform the duties of the position in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School and the provisions of this Agreement. The Transition Employee will work with the current Director to become familiar with School to permit orderly transition to the position of Director. The duties and responsibilities of the Director will include, but not be limited to, the following:

1. Attends and participates in all meetings of the JOC and its committees, except when his own employment or salary is under consideration.

2. Advises the Committee on the need for new and/or revised policies and sees that all policies of the Committee are implemented.
3. Oversees the annual operating budget preparations and implements the approved budget.
4. Prepares and submits to the Committee recommendations relative to matters requiring Committee action, placing before the Committee such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions.
5. Oversees the implementation and revision of the Strategic Plan.
6. Conducts administrative evaluations and staff evaluations on an as needed basis.
7. Informs and advises the Committee regarding the programs, practices, and problems related to the school, and keeps the Committee informed of the activities operating under the Committee's authority.
8. Secures and nominates for employment the best qualified and most competent candidates for teaching, administrative, supervisory, and all other personnel positions.
9. Assigns and transfers employees as the interest of the school may dictate, and reports such action to the Committee for information and record.
10. Reports to the Committee the case of any employee whose service is unsatisfactory and recommends appropriate action.
11. Holds such meetings of teachers and other employees as necessary for the discussion of matters concerning the improvement and welfare of the School.
12. Keeps the public informed about modern educational practices, educational trends, and the policies, practices, and concerns in the School.
13. Delegates at own discretion the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the Director of final responsibility for the action taken under such delegation.
14. Keeps informed of modern vocational educational practices by advanced study, by visiting school systems elsewhere, by attending educational conferences, and by other appropriate means, and keeps the Committee informed of trends in vocational education.
15. Studies and revises, together with the staff, all curriculum guides and courses of study, on a continuing basis.

16. Makes recommendations with reference to the location and size of new school sites and of additions to existing sites; the location and size of new buildings on school sites; the plans for new school buildings; all appropriations for sites and buildings; and improvements, alterations, and changes in the buildings and equipment of the school.
17. Recommends to the Committee for its adoption all courses of study, curriculum guides, and major changes in texts and time schedules to be used in the schools.
18. Submits to the Committee a clear and detailed explanation of any proposed procedure which would involve either department from established policy or the expenditure of substantial sums.
19. Maintains adequate records for the schools, including a system of financial accounts; business and property records; and personnel, school population, and scholastic records. Acts as custodian of such records and of all contracts, securities, documents, title papers, books of records, and other papers belonging to the Committee.
20. Provides suitable instructions and regulations to govern the use and care of properties for school purposes.
21. Performs such other tasks as may from time to time be assigned by the Committee.

B. The Director shall be responsible for the total day-to-day administration of the Erie County Technical School subject to officially adopted policies of the JOC.

C. The Director shall devote his full time and attention to his employment as the Director.

D. The Director shall possess the necessary qualifications, certifications, and credentials to serve in the position of Director. However, the parties acknowledge the unique circumstances regarding the Director's current certification status. As such, the Director agrees to the following conditions regarding certification:

1. The Director shall apply for and receive a Type 01 Emergency Permit for the School Years 2023-2024, 2024-2025, and 2025-2026.
2. The Director shall apply for and receive a permanent Career and Technical Administrative Director Certificate for the School Years 2026-2027 and 2027-2028.
3. At least fifteen (15) days before the expiration of an Emergency Permit, the Director shall provide the JOC with evidence from the Pennsylvania Department of Education ("PDE") that the Director has obtained, or is likely to soon obtain, the credits necessary for the reissuance of his Emergency Permit or the issuance of his permanent Certificate.

4. At all times during the Term of this Agreement, the Director shall maintain the certification necessary for the position of Director. The Director's certification, whether it be the Emergency Permit or permanent Certification, shall not lapse for any reason.

In the event the Director fails to satisfy any of the above conditions, the JOC reserves the right to automatically and unilaterally terminate this Agreement as further described under Articles V and VI of this Agreement.

E. In response to the Director's obligations under Article III (D), the JOC shall:

1. Post the vacancy for the Director position for a minimum of ten (10) days on the School's website before submitting an initial or reissuance application for the Type 01 Emergency Permit.
2. Compensate Director for the cost of the Emergency Permits and permanent Certificate, including the necessary educational credits. However, if Director resigns or otherwise voluntarily leaves from his position at the School before the conclusion of the term of this Agreement, Director understands and agrees to reimburse the School for the cost of the Emergency Permits and permanent Certificate, including the necessary educational credits.

ARTICLE IV - COMPENSATION AND BENEFITS

A. Compensation

The Transition Employee's salary shall be prorated from April 1, 2023 through June 30, 2023 based upon an annual salary of \$122,000. Effective July 1, 2023, the Director's annual gross salary will be \$122,000. The annual salary shall be paid in equal installments in accordance with the School's prevailing payroll practices.

Increases in the Director's salary after the initial year of this Agreement will be determined in the discretion of the JOC based on its assessment of the Director's performance to be performed in June of each year.

The Director may receive a merit bonus of up to five percent (5%) of his annual salary, dependent on completion of annual school year goals in accordance with Article VIII of this Agreement. Any merit bonus is not included in Director's annual salary.

B. Health, Dental, Vision Benefits

1. The Committee will provide to the Director a group plan for health care, dental, vision, prescription, including family and eligible dependents coverage equal to that provided to other administrative employees (See Act 93 Plan).
2. The Director will make a bi-weekly contribution toward insurance premiums as a payroll deduction in amounts paid by the other administrative employees (if

applicable under a flexible spending account (FSA) authorized by Section 125 of the Internal Revenue Code).

C. Life Insurance

The Director shall receive a group term life insurance policy containing accidental death and dismemberment benefits, in an amount equal to two-times his annual salary, rounded up to the nearest thousand.

D. Long-Term Disability Insurance

The Director shall receive a group, long-term disability insurance policy equal to two-thirds (2/3) of his salary to a maximum schedule benefit of \$6,000 per month until he reaches the Social Security normal retirement age as stated in the current Social Security Act, as stated in the insurance provider certificate.

E. Expenses

The Director shall be reimbursed for School-related expenses incurred in the performance of his duties in accordance with School procedures.

F. Sick Leave

The School will provide twelve (12) paid sick days to the Director annually. Unused sick days are cumulative. Director may transfer fifty (50) sick days from his prior employment.

G. Wellness Program

The Committee will provide a dollar to dollar match up to a total of \$200 annually for Wellness programs approved by the JOC.

H. Other Benefits

The Director shall receive all other fringe benefits granted to professional employees, or any other employee group, including, but not limited to:

Travel allowance	Family leave
Special clothing	Disability leave
Bereavement leave	Parental/child rearing leave
Opportunities to participate in group insurance plans beyond employment	Benefits available to employees reduced from full-time to half-time employment

I. Retirement Compensation

1. The Director is eligible for a retirement compensation benefit when eligible for retirement by the Public School Employees' Retirement System.

2. The benefit will be calculated at \$125 per unused accumulated sick day at date of retirement to a maximum of 275 days.
3. The Director shall notify the Joint Operating Committee in writing prior to ninety (90) days of the effective retirement date in order to qualify for payment of this benefit to be paid at retirement. If giving less than ninety (90) days' notice, the benefit payment will be paid, but at the discretion of the Joint Operating Committee the payment may be delayed up to one year from the date of retirement.
4. The payment of the retirement compensation benefit shall be paid as a non-elective employer contribution into a 403(b) retirement plan for the Director.
 - a) The retiree must accept the payment directly into the employer 403(b) plan.
 - 1) There is no cash option available.
 - 2) All 403(b) accounts will be exclusively provided through the Plan Administrator of the Erie County Technical School 403(b) plan.
5. The Director may elect to purchase health, prescription, dental, and vision plan coverage for himself and dependents until becoming eligible for Medicare.

J. Vacation Days

The Director will work a full-time schedule each year during the term of this Agreement, with four (4) weeks paid vacation time per year. Director may use one week of vacation per year for the purpose of consulting outside of the School.

K. Personal Leave

The Director will be entitled to four (4) personal leave days a year. Up to three (3) personal days can be rolled into sick days in the next year.

L. Holidays

The Director shall be granted seventeen (17) holidays per year including New Year's Eve, New Year's Day, Martin Luther King Day, Good Friday, Day after Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and five (5) floating, non-school session days that can be taken with the approval and authorization of the JOC. If the holiday falls on a weekend, then the holiday will be recognized on a weekday as determined by the JOC.

M. Professional Memberships

The Director may be entitled, upon approval by the JOC, to paid memberships for professional organizations in his areas of professional responsibility.

N. Professional Growth

The School encourages the continuing professional growth of the Director through his participation, as he might decide necessary in the following:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator associations.
2. Seminars and courses offered by public or private educational institutions.
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Director to perform his professional responsibilities for the School.

The School will reimburse the Director the full cost of tuition for courses offered by educational institutions and any other costs reasonably and necessarily incurred to attend and participate in meetings, conferences, conventions and seminars related to his position or the education program of the School. All professional growth expenditures shall be reasonable in cost and be approved by the JOC prior to attendance and reimbursement.

O. Benefits Subject to Change

The fringe benefits described in Article IV are intended to be equal to or exceed to those provided to other administrative employees (See Act 93 Plan). If those benefits contained in the Act 93 Plan increase, decrease, or otherwise become modified during the term of the Director's Agreement, his benefits will increase, decrease, or otherwise be modified in the same manner.

ARTICLE V - DISCHARGE

The Director is subject to discharge for reasons set forth in the Pennsylvania Public School Code, as amended from time to time, and as interpreted by the courts of the Commonwealth.

The Director understands and agrees that a failure to maintain proper certification as discussed under Article III (D) of this Agreement nullifies any procedural protections granted to professional employees under the School Code as well as any rights provided through Due Process.

ARTICLE VI - TERMINATION

A. This Agreement, all obligations under it, and the employment of the Director shall terminate upon the expiration of its term, unless a written, successor agreement has been concluded.

B. The School may terminate this Agreement, all obligations under it, and the employment of the Director:

1. At any time in accordance with Article V above.

2. Automatically upon the Director's breach of Article III (D).
3. With sixty (60) days notice, upon the inability of the Director to perform any of the essential functions of his position due to physical or mental impairment, despite any reasonable accommodation of the condition.

C. In the event that the Director fails to provide ninety (90) days written notice of resignation of his position or if the Director is terminated for cause, as described in the Pennsylvania Public School Code of 1949 and this Section, the Director shall not be entitled to compensation for any accumulated, unused sick or vacation days.

ARTICLE VII - PROFESSIONAL LIABILITY

The School shall defend, hold harmless and indemnify Director from any and all demands, claims, suits, actions and legal proceedings brought against Director individually or in his official capacity as agent and employee of the School, excluding criminal litigation, provided the incident arose while Director was acting within the scope of his employment and that such indemnification is within the authority of the School to provide under law. In no case will the individual JOC members be considered personally liable for indemnifying the Director against such demands, claims, suits, action and legal proceedings.

ARTICLE VIII - EVALUATION

Within sixty (60) days of the commencement of employment, and annually thereafter during the term of this Agreement, within sixty (60) days of the commencement of each new school year, the JOC, in consultation with the Superintendents, shall meet with the Director to establish at least three (3) goals for the upcoming school year. Upon satisfactory completion and/or progress on the Director's annual goals, the Director may be awarded up to five percent (5%) of his annual base salary as a merit bonus, subject to the discretion of the JOC.

At least once each fiscal year, and prior to June 30 of each school year, the JOC and the Director shall meet in closed executive session for the purpose of mutual evaluation of the performance of the Director. Upon completion of the evaluation session, the conclusions of the JOC shall be reduced to writing and provided to the Director. The Director shall have the right to affix a written response to said conclusions which shall become part of that record.

The performance assessment shall be conducted in accordance with prevailing JOC practice and policy regarding evaluation of the Director, and shall be based upon the evaluation instrument recommended by the Pennsylvania Department of Education or other tools mutually agreed to by the JOC and the Director.

The performance assessment shall be used for the following purposes.

1. To strengthen the working relationship between the School and Director and to clarify for Director and individual members of the Joint Operating Committee the responsibilities the JOC relies on the Director to fulfill.

2. To discuss and establish or adjust Performance Evaluation goals for the ensuing year.

Evaluation of the Director shall be with respect to such goals and objectives as the Joint Operating Committee shall establish from time-to-time.

ARTICLE IX – APPLICABLE LAW

The Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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ARTICLE X - COMPLETE AGREEMENT

This Agreement represents the complete agreement of the parties. Modifications must be in writing and signed by the parties to be effective. All prior agreements between the parties, written or oral, are declared void and of no effect. If a specific clause of this Agreement is found to be illegal under federal or state law, the unaffected portion of the Agreement will remain in force.

Executed this _____ day of _____, 2023 by the undersigned, intending to be legally bound thereby.

Attest:

ERIE COUNTY TECHNICAL SCHOOL

Secretary, Joint Operating Committee

President, Joint Operating Committee

Date

Witness:

Matthew P. LaVerde, Director

Date

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