

01-222-CD
JAMES J. LEBDA -vs- BOARD OF SCHOOL DIRS. OF MO VALLEY SCHOOL
DISTRICT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA, :
Plaintiff :
vs. : No. 01 - 222 C.D.
THE BOARD OF SCHOOL DIRECTORS :
OF MOSHANNON VALLEY SCHOOL :
DISTRICT, :
Defendants :

PRAECIPE FOR WRIT OF SUMMONS

TO WILLIAM A. SHAW, PROTHONOTARY

Sir:

Please enter our appearance on behalf of Plaintiff, JAMES J. LEBDA, and issue a Writ of Summons in the above-captioned action against Defendants, THE BOARD OF SCHOOL DIRECTORS OF MOSHANNON VALLEY SCHOOL DISTRICT, whose address is Houtzdale-Madera Highway, Houtzdale, Pennsylvania 16651.

Respectfully submitted,

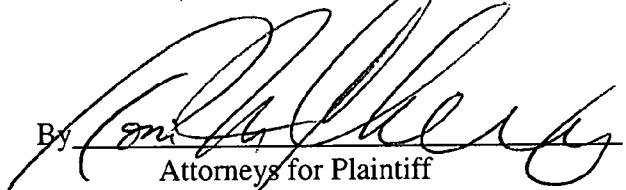
GLEASON, CHERRY AND CHERRY, L.L.P.

FILED

FEB 14 2001

William A. Shaw
Prothonotary

By


Ron Gleason
Attorneys for Plaintiff
One North Franklin Street
P. O. Box 505
DuBois, PA 15801
Supreme Court No.: 30205

Date: February 14, 2001

FILED

FER 14 2001
O 3.25 Cattie Cherry
William A. Shaw
Prothonotary

Pd \$80.00

Writ. Summons

to Cattie Cherry Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10695

LEBDA, JAMES J.

01-222-CD

VS.

THE BOARD OF SCHOOL DIRECTORS OF MOSHANNON VALLEY SCHOOL

SUMMONS

SHERIFF RETURNS

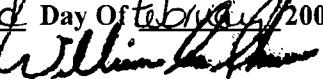
NOW FEBRUARY 21, 2001 AT 11:25 AM EST SERVED THE WITHIN SUMMONS ON THE BOARD OF SCHOOL DIRECTORS OF MOSHANNON VALLEY SCHOOL DISTRICT, DEFENDANT AT RESIDENCE, HOUTZDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY KOKOSKIE, PRESIDENT OF SCHOOL BOARD A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
27.70	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATYY.

Sworn to Before Me This

23rd Day Of February 2001


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

So Answers,


Chester A. Hawkins
Sheriff

FILED

FEB 23 2001
011150
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

COPY

SUMMONS

James J. Lebda

Vs.

NO.: 2001-00222-CD

**The Board of School Directors of Moshannon Valley
School District**

**TO : THE BOARD OF SCHOOL DIRECTORS OF MOSHANNON VALLEY SCHOOL
DISTRICT**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 02/14/2001



William A. Shaw
Prothonotary

Issuing Attorney:

Toni M Cherry
P. O. Box 505
DuBois, PA 15801

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

OPY

SUMMONS

James J. Lebda

Vs.

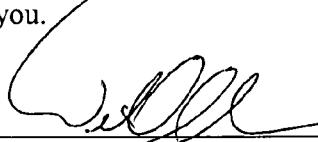
NO.: 2001-00222-CD

**The Board of School Directors of Moshannon Valley
School District**

**TO : THE BOARD OF SCHOOL DIRECTORS OF MOSHANNON VALLEY SCHOOL
DISTRICT**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 02/14/2001



William A. Shaw
Prothonotary

Issuing Attorney:

Toni M Cherry
P. O. Box 505
DuBois, PA 15801

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

JAMES J. LEBDA

No. 2001-00222-CD

vs.

TYPE OF PLEADING:

THE BOARD OF SCHOOL
DIRECTORS OF
MOSHANNON VALLEY
SCHOOL DISTRICT

Praecipe for Appearance

FILED ON BEHALF OF:

**THE BOARD OF SCHOOL
DIRECTORS OF MOSHANNON
VALLEY SCHOOL DISTRICT**

COUNSEL OF RECORD:

Barbara A. Rizzo, Esquire
Pa I.D. 39371

Douglas R. Nolin, Esquire
Pa I.D. 42213

Peacock Keller Ecker & Crothers, LLP
70 East Beau Street
Washington, Pennsylvania 15301
(724) 222-4520
Firm I.D. 807

FILED

MAR 19 2001

**William A. Shaw
Prothonotary**

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

JAMES J. LEBDA

vs.

THE BOARD OF SCHOOL
DIRECTORS OF MOSHANNON
VALLEY SCHOOL DISTRICT

No. 2001-00222-CD

PRAECIPE FOR APPEARANCE

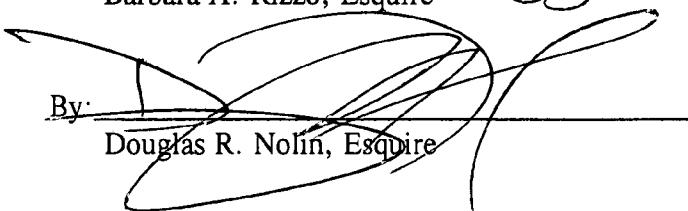
TO: The Prothonotary:

Please enter our appearance for the Board of School Directors of Moshannon Valley
School District in the above-captioned matter.

Respectfully submitted,

Peacock Keller Ecker & Crothers, LLP

By: 
Barbara A. Rizzo, Esquire

By: 
Douglas R. Nolin, Esquire

Date: March 15, 2001

CERTIFICATE OF SERVICE

I, **Barbara A. Rizzo**, Esquire, do hereby certify that on the 17th day of March, 2001, a true and correct copy of the within **Praecipe for Appearance** was served upon the following named person by United States Mail, first class, postage prepaid, addressed as follows:

Toni M. Cherry, Esquire
Gleason, Cherry and Cherry, L.L.P.
Post Office Box 505
DuBois, Pennsylvania 15801-0505

Peacock Keller Ecker & Crothers, LLP

By:

Barbara A. Rizzo, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
No. 2001-00222-CD

JAMES LEBDA,

vs.

THE BOARD OF SCHOOL DIRECTORS OF
MOSHANON VALLEY SCHOOL DISTRICT

PRAECIPE FOR APPEARANCE

FILED
MAY 10 2001
MAR 10 2001
10cc
624

William A. Shaw
Prothonotary

Barbara A. Rizzo, Esquire

LAW OFFICES OF
PEACOCK KELLER ECKER & CROTHERS, LLP
70 EAST BEAU STREET
WASHINGTON, PA 15301

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

JAMES J. LEBDA,

No: 2001-00222-CD

Plaintiff

PRAECLPSE AND RULE TO FILE

A COMPLAINT

A BILL OF PARTICULARS

v.

THE BOARD OF SCHOOL
DIRECTORS OF
MOSHANNON VALLEY
SCHOOL DISTRICT,

FILED

Defendant

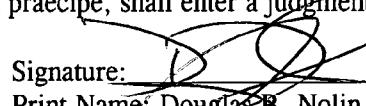
SEP 19 2002

TO THE PROTHONOTARY OF SAID COURT:

William A. Shaw
Prothonotary

Issue rule on Plaintiff, James J. Lebda, to file a Complaint in the above case within twenty (20) days after service of the rule or the Prothonotary, upon praecipe, shall enter a judgment non pros.

DATE: 9/17/02

Signature: 

Print Name: Douglas R. Nolin, Esquire

Attorney for: Defendant

Address: Peacock Keller Ecker & Crothers

70 E. Beau Street, Washington, PA 15301

Telephone: 724-222-4520

Supreme Court ID No: 42213

Plaintiff's Attorney:

Toni M. Cherry, Esquire
P.O. Box 505
DuBois, PA 15801

NOW, Sept. 19, 2002, RULE ISSUED AS ABOVE.



William Shaw, Prothonotary

by: _____
Deputy

NOTE: File in duplicate)

FILED
30c a rules
mbo:21761
D
SEP 19 2002
issued to
Attn:mln

William A. Shaw
Prothonotary

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

James J. Lebda

Vs.
Board of School Directors of Moshannon
Valley School District

Case No. 2001-00222-CD

RULE TO FILE COMPLAINT

TO: James J. Lebda

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

William A. Shaw, Prothonotary

Dated: September 19, 2002

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA, : No. 01 - 222 C.D.
Plaintiff :
vs. : Type of Case: CIVIL
THE BOARD OF SCHOOL DIRECTORS :
OF MOSHANNON VALLEY SCHOOL : Type of Pleading: COMPLAINT
DISTRICT, : Filed on Behalf of: JAMES J. LEBDA,
Defendants : Plaintiff
: Counsel of Record for this Party:
: TONI M. CHERRY, ESQ.
: Supreme Court No.: 30205
: GLEASON, CHERRY AND
: CHERRY, L.L.P.
: Attorneys at Law
: P.O. Box 505
: One North Franklin Street
: DuBois, PA 15801
: (814) 371-5800

FILED

NOV 07 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA, :
Plaintiff :
:
vs. : No. 01 - 222 C.D.
:
THE BOARD OF SCHOOL DIRECTORS :
OF MOSHANNON VALLEY SCHOOL :
DISTRICT, :
Defendants :
:

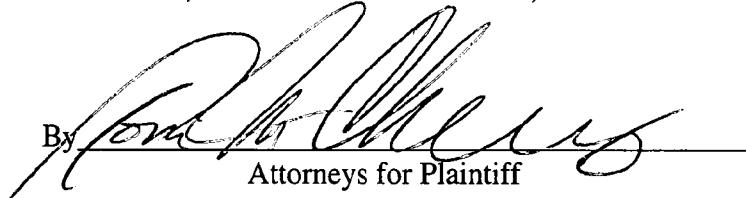
NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Notice and Complaint are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641 (Ext. 88 - 89)

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
John B. Gleason
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA, :
Plaintiff :
:
vs. : No. 01 - 222 C.D.
:
THE BOARD OF SCHOOL DIRECTORS :
OF MOSHANNON VALLEY SCHOOL :
DISTRICT, :
Defendants :
:

C O M P L A I N T

AND NOW, comes the Plaintiff, JAMES J. LEBDA, by and through his Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and brings this Complaint upon a cause of action whereof the following is a statement:

COUNT I

1. Plaintiff, JAMES J. LEBDA, is an adult individual who resides at 105 Walnut Street, in the Village of Smithmill, Gulich Township, Clearfield County, Pennsylvania, and is a resident and taxpayer of the Township of Gulich and of the Moshannon Valley School District in Clearfield County, Pennsylvania.

2. Defendants, THE BOARD OF SCHOOL DIRECTORS OF MOSHANNON VALLEY SCHOOL DISTRICT ("SCHOOL DIRECTORS") are the executive body responsible for supervising, governing and conducting the affairs of the Moshannon Valley School District and have a business address on the Houtzdale-Madera Highway, Houtzdale, Clearfield County, Pennsylvania 16651.

3. That as part of the School Directors' duties, said School Directors are charged with the hiring of a Superintendent for the Moshannon Valley School District in accordance with the laws of the Commonwealth of Pennsylvania.

4. That at all times relevant to this Complaint, Plaintiff was Superintendent of the Moshannon Valley School District but his term expired on June 30, 2001.

5. That at a regularly-scheduled public meeting of the School Directors held on December 18, 2000, it was announced by the President of the Board of School Directors that there would be an Executive Session on January 3, 2001, to discuss the Superintendent's contract.

6. That on January 3, 2001, a meeting was held at which a majority of the Board of School Directors attended with the Solicitor for the School District for the purposes of discussing a renewal of Plaintiff's term of employment with said School District as Superintendent.

7. That after said meeting was held, Plaintiff was asked to come into the meeting by the Board President and was addressed by the Solicitor of the School District acting on behalf of the Board of School Directors and at the request of said Board of School Directors.

8. That on the aforementioned date, the Solicitor did advise Plaintiff in the presence of the majority of the Board of School Directors that said Solicitor was authorized by a majority of the Board to make Plaintiff an offer for a three-year renewal of his contract of employment as Superintendent for the Moshannon Valley School District.

9. That in the presence of the School Directors and upon their express approval and direction, the Solicitor did further advise Plaintiff that he wanted to go over some of the

highlights of the contract that said Solicitor had previously discussed with Plaintiff and did set forth the details of the contract the School Directors were offering to Plaintiff which included the involvement of a facilitator.

10. That Plaintiff verbally accepted the terms of the contract that was offered to him and did accept the concept of a facilitator but asked to think about whether the person that had been suggested to fulfill that role was acceptable.

11. That on January 4, 2001, Plaintiff did contact the Solicitor and confirmed that he would accept the individual that was suggested by the Solicitor as the facilitator and again confirmed that he would accept the contract for a three-year period of employment as presented the previous evening.

12. That on January 9, 2001, the School Directors met and did direct their Solicitor to prepare the contract containing the terms of employment previously offered to Plaintiff.

13. That on January 11, 2001, the Solicitor, on behalf of the School Directors, did present to Plaintiff the contract that was being offered to Plaintiff by the School Directors, together with cover letter advising Plaintiff that the Board was making an offer of employment to Plaintiff in accordance with the attached contract. A true and correct copy of the letter sent on behalf of Defendants to Plaintiff with the contract is attached hereto and made a part hereof as Exhibits "A" and "B" respectively.

14. That said contract was presented to Plaintiff with the assurance that he would be re-appointed Superintendent by the Board at its meeting on January 15, 2001.

15. Thereafter, over the weekend of January 12 through 14, 2001, individual School Directors, without authorization from the Board, did take it upon themselves to meet privately with individuals of the community to discuss the contract for the Superintendent.

16. Thereafter, on January 15, 2001, after having advised the Plaintiff that he would be re-hired and after having offered him a contract that he accepted, the School Directors did vote 5 to 4 not to approve the contract that they had previously offered to Plaintiff and did vote 5 to 4 to open up the Superintendent position to outside applications.

17. That the School Directors violated their duty and abused their discretion in voting down a contract they had previously offered to Plaintiff and which Plaintiff had accepted.

18. That the offer of employment by the School Directors and Plaintiff's acceptance of that offer constituted a binding contract which the School Directors had no discretion to disregard once the same had been accepted by Plaintiff.

19. That as a direct and proximate result of Defendants' failure to confirm the contract that it had offered to Plaintiff and that Plaintiff had accepted, Plaintiff has suffered continuing injury, including, but not limited to, the loss of his job, the loss of income and benefits associated with his job, injury to his reputation and emotional anguish.

WHEREFORE, Plaintiff, JAMES J. LEBDA, respectfully requests that your Honorable Court enter judgment in his favor and against Defendants in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), together with interests, costs and attorneys' fees.

COUNT II

20. Plaintiff incorporates herein by reference the averments contained in Paragraphs 1 through 19 inclusive of the foregoing Count as if the same were set forth at length herein.

21. That as a result of the School Directors' action in not approving the contract that they had previously offered to Plaintiff, he became physically ill and required medical treatment.

22. That on May 4, 2001, Plaintiff did submit a written request to Defendants for a sabbatical leave of absence for the period beginning July 1, 2001, through and including June 30, 2002, and did list the reason for said request as being for restoration of health as permitted under 24 P.S. §11-1166.

23. That at the time of his request, Plaintiff was employed in the Public School System of this Commonwealth and had completed ten years of satisfactory service as required by 24 P.S. §11-1166.

24. That at the time of his request and at all times thereafter, Plaintiff was willing to agree to return to his employment with the School District for a period of not less than one school term immediately following the period of his intended leave of absence.

25. That despite Plaintiff's entitlement to a sabbatical leave for restoration of health, the Defendant did wholly deny said request on June 18, 2001.

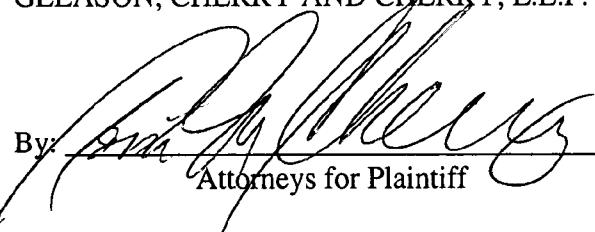
26. That as the result of Defendants' denial of the Plaintiff's request for a sabbatical leave of absence, he has been denied all of the employment benefits that would have been provided to him during the leave of absence including, but not limited to, 50% of his annual salary, an additional year of credited service in the Pennsylvania Public School Employees'

Retirement System, contributions on his behalf to the Retirement System during that year as well as to the Social Security System and medical and life insurance coverage and a 25% increase in future retirement benefits to which he would have been entitled as a member in active service during the period of time for which the leave was requested.

WHEREFORE, Plaintiff demands entry of judgment against Defendants in an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), together with interests, attorneys' fees and costs of suit.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By: 

Brian P. Cherry
Attorneys for Plaintiff

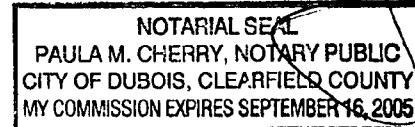
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, a Notary Public in and for the County and State aforesaid, JAMES J. LEBDA, who, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

James J. Lebda
James J. Lebda

Sworn to and subscribed before me this 7th day of October, 2002.

Paula M. Cherry



10/14

ANDREWS WAGNER BEARD

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

CARL P. BEARD

DIRECT DIAL: 814.943.7926
FAX: 814.943.3430
E-MAIL: cbeard@andwag.com

DAVID P. ANDREWS
MICHAEL J. WAGNER
CARL P. BEARD

CHRISTINE M. CRIMAN
STEPHANIE NYCOM HOOVER
ROBERTA BINDER HEAT
GARY L. ZIMMERMAN
TRACY L. MYERS*
PATRICK J. FANELLI

* ALSO MEMBER OF MD BAR
** ALSO MEMBER OF VA BAR

CONFIDENTIAL

Memo

To: Dr. James Lebda, Superintendent
From: Carl P. Beard, Solicitor
Date: January 11, 2001
Re: Superintendent's Contract Renewal

As a follow up to our meeting on Tuesday, January 9, 2001, I have enclosed for your information and consideration Agreement the Board is presenting to you as Superintendent for a contract renewal of 3 years beginning July 1, 2001, and continuing up to June 30, 2004.

Please review the Agreement and contact me with any questions.

Attachment

• Page 1
3366 LYNNWOOD Drive • PO Box 1311 • ALTOONA, PENNSYLVANIA 16603-1311 • 814.943.3304 • FAX: 814.943.3430 • E-MAIL: andwag@andwag.com
OFFICES ALSO LOCATED IN JOHNSTOWN, PENNSYLVANIA

DISTRICT SUPERINTENDENT'S CONTRACT

THIS CONTRACT, made this ____ day of January 2001, by and between:

**THE BOARD OF SCHOOL DIRECTORS OF THE MOSHANNOVALLEY
SCHOOL DISTRICT**, a School District with offices located in Houtzdale, Clearfield County, Pennsylvania, hereinafter referred to as "School District",

A N D

DR. JAMES J. LEBDA, a duly commissioned District Superintendent, party of the second part, hereinafter referred to as "Superintendent."

WITNESSETH

WHEREAS, the Board has determined that Dr. Lebda is capable and qualified to serve as District Superintendent; and

WHEREAS, the Board, at its regular meeting on the 15th day of January 2001, reappointed the Superintendent to act in the capacity of Superintendent of the Moshannon Valley School District for a period of three (3) years commencing July 1, 2001, and extending until June 30, 2004; and

WHEREAS, the Superintendent and the Board desire to enter into this Contract setting forth the terms and conditions of said reappointment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt of which are hereby

acknowledged, and intending to be legally bound hereby, the Board and the Superintendent do hereby agree as follows:

1. **EMPLOYMENT.** Dr. James J. Lebda is hereby elected and hired to serve as Superintendent of the Moshannon Valley School District for the period July 1, 2001 through June 30, 2004, and the Superintendent hereby accepts said election and employment and the terms of this Contract and agrees, under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of the Commonwealth of Pennsylvania, to carry out the duties of Superintendent in a prudent and professional manner and execute the policies and directives of the Board and perform all of the duties of the Superintendent as set forth in Section 1081 of the Public School Code and in the job description as adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the office of Superintendent of a public school in the Commonwealth of Pennsylvania.

2. **LEGAL QUALIFICATIONS.** The SUPERINTENDENT covenants that he possesses all of the qualifications that are required by law to serve as a SUPERINTENDENT. The SUPERINTENDENT agrees to maintain throughout the term of this AGREEMENT a valid and current commission or other legal credential as may be required by law and to present the same to the Board of School Directors. He further agrees to subscribe to and take proper oath of office before entering upon his duties.

3. **ADMINISTRATION OF SCHOOLS** The administration of school policy, the operation and management of the schools, and the direction of employees shall be through the SUPERINTENDENT. The parties hereto agree that:

- (a) The SUPERINTENDENT shall furnish recommendations to the Board of School Directors on matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the SCHOOL DISTRICT.
- (b) In accordance with applicable law, the SUPERINTENDENT shall have a seat at the Board table and the right to speak on all issues before the Board of School Directors. The SUPERINTENDENT and/or his designee(s) shall have the right to attend all regular and special meetings of the Board of School Directors and he or his designee shall serve as advisor to THE Board on matters affecting the SCHOOL DISTRICT.
- (c) Criticisms, complaints, and suggestions called to the attention of the SCHOOL DISTRICT may be referred to the SUPERINTENDENT for study, disposition or recommendation as appropriate.
- (d) The Superintendent shall be responsible for the administration of the school district under the authority of the Board and subject to the policies and procedures adopted by

the Board and as authorized by the Public School Code of Commonwealth of Pennsylvania. The Superintendent further agrees to execute the policies and directives of the Board and perform all of the duties of the Superintendent as set forth in Section 1081 of the Public School Code and as may be outlined in a job description as may be adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the Office of Superintendent of a public school in the Commonwealth of Pennsylvania.

(e) **ANNUAL REPORT.** Each year, not later than May 15, the SUPERINTENDENT shall submit to the Board of School Directors a concise report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year. The organization and content of this document shall be as mutually agreed upon between the parties. The first full report shall be due in May 2001. However, the Board of School Directors reserves the right unto itself to request semi-annual reports or other reports as determined necessary for the efficient and effective operation of the schools.

4. **SCHOOL DISTRICT** The SCHOOL DISTRICT on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.

5. **COMPENSATION AND BENEFITS** The Board of School Directors and the DISTRICT SUPERINTENDENT agree to the following conditions as they relate to this AGREEMENT or any amendment or extension to this AGREEMENT:

COMPENSATION:

- (a) The SCHOOL DISTRICT shall pay the SUPERINTENDENT his annual base salary rate of Eighty-One Thousand Four Hundred Fifty Five and xx/100 (\$81,455.00) Dollars up through June 30, 2001.
- (b) The established annual "salary" shall be paid in equal installments in accordance with the policy or agreement governing other twelve (12) month Professional Employees in the SCHOOL DISTRICT.
- (c) During the period of the SUPERINTENDENT'S employment with the district, it is understood that a salary increase for the period July 1, 2001 through June 30, 2002 shall be \$2,000.00; July 1, 2002 through June 30, 2003; shall be \$2,250.00; and July 1, 2003 through June 30, 2004, \$2,500.00.

BENEFITS:

- (a) The SUPERINTENDENT shall receive and is encouraged to take twenty (20) days of vacation annually exclusive of school holidays. Vacation benefits earned on or after July 1, 2001 must be taken within the annual period in which it is earned unless operational necessity would preclude the use of such paid time off. At the time of his retirement/resignation from employment with the District, the SUPERINTENDENT shall be compensated for any and all unused and accumulated vacation days which as of January 15, 2001, was estimated to be approximately eighty (80) days. It is understood that the payment for unused accumulated vacation days shall be at the Superintendent's per diem rate. Personal, sick, emergency, and bereavement leave will be given under the same terms available to other professional administrative staff.
- (b) During his term of employment with the District, the SUPERINTENDENT shall be entitled to the sabbatical leave granted by law to Professional Employees, and to sick leave benefits no less than any other Professional Employee, and shall for said purposes be given credit for all of his years of service and for all of his accumulated sick leave as earned prior to and during this contract. Upon severance, all money due the SUPERINTENDENT shall be paid for each day of unused sick leave in an amount equal to that paid Professional employees under Exhibit B-1 of the current Contract between Moshannon Valley School District and Moshannon Valley Education Association. The SUPERINTENDENT shall also be entitled to any valid and existing Early Retirement Benefit outlined in Appendix B-1 of the current Contract between the Moshannon Valley School District and the Moshannon Valley Education Association.
- (c) The SUPERINTENDENT shall be entitled to insurance benefits similar to the Professional (administrative) Staff relative to medical insurance, dental insurance, and vision insurance, term life, income protection and general liability coverage.
- (d) The SUPERINTENDENT is encouraged to continue his professional development in the field of education through attendance at courses, conferences and workshops, seminars, etc. The District will fully reimburse the Superintendent for courses/programs/seminars/workshops/conferences taken as part of a continuing education plan as approved by the Board. The Superintendent agrees to attend courses and/or professional development activities as requested by the Board with the cost of same being borne by the District.
- (e) The SCHOOL DISTRICT shall reimburse the SUPERINTENDENT for all actual and necessary travel and other expenses, i.e., lodging, meals, tolls, required in the performance of his official duties subject to such limitations provided by District Policy or Board directive.

- (f) The SUPERINTENDENT shall, with Board approval, attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.
- (g) The SUPERINTENDENT shall be provided annual membership in four (4) professional associations and level affiliates with the cost of said membership being incurred by the SCHOOL DISTRICT subject to approval of the Board.
- (h) Nothing contained herein shall preclude the SCHOOL DISTRICT from providing additional benefits for the SUPERINTENDENT as may be agreed to between the parties.

6. **EVALUATION.** The Board shall conduct an annual evaluation of the Superintendent's performance based on: his progress towards Board-established goals which may be revised from time to time by the Board; performance of duties as required by the Public School Code and the job description; working relationships between the Superintendent and the Board, faculty, staff, and community. This evaluation shall be conducted in July of each year, and the results of the evaluation and any established goals for the following year shall be reduced to writing. Six months after the annual evaluation, the Board and Superintendent shall review progress towards and established goals. The results of this semiannual review and any changes to the established goals shall be reduced to writing. The procedure used for the annual evaluation shall be as mutually agreed upon by the Board and the Superintendent, and shall be established by May 15, 2001, and then used thereafter for the life of this Contract. The first annual evaluation shall be performed in July 2001 with the new evaluation instrument and rating criteria. The first semi-annual review shall be performed in December 2001.

7. **OTHER WORK.** Only with the prior agreement of the Board may the SUPERINTENDENT receive compensation for consultative work, lecturing, or other professional duties.

8. **CHANGE OR TERMINATION.** The SCHOOL DISTRICT and SUPERINTENDENT hereby agree that the following provisions shall be applicable for the term of this AGREEMENT, or any extension or renewal of this AGREEMENT.

- (a) This Employment Contract may be changed or terminated by mutual consent of the parties, provided, however, that the party seeking such change or termination shall give not less than sixty (60) days written notice to the other party.

9. **EXTENSION OR RENEWAL OF SUPERINTENDENT'S CONTRACT.** The extension or renewal of the Superintendent's term and/or contract shall be governed by Section 1073 of the Public School Code of 1949 as amended.

10. **MISCELLANEOUS.**

(a) All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.

(b) This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

11. **ENTIRE AGREEMENT.** This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts or writings of any kind between the parties are superseded by this Agreement. Neither party hereto has made or relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter into this Agreement.

12. **UNLAWFUL PROVISION.** Should any article, section or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this AGREEMENT to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the AGREEMENT if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause 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.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

Dated this ____ day of January, 2001.

ATTEST:

Secretary, Board of Education

President, Board of Education

WITNESS:

SUPERINTENDENT

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA, Plaintiff

vs.

THE BOARD OF SCHOOL DIRECTORS
OF MOSHANNON VALLEY SCHOOL
DISTRICT,

Defendants

No. 01 - 222 C.D.

C O M P L A I N T

To The Within Defendants:

YOU ARE HEREBY NOTIFIED TO
PLEAD TO THE WITHIN COMPLAINT
WITHIN TWENTY (20) DAYS FROM THE
DATE OF SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.

By *William A. Shaw*
Attorneys for Plaintiff

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P.O. Box 505
DuBois, Pennsylvania 15801-0505
One North Franklin Street

FILED
OCT 3 5 2002
NOV 07 2002
Atty T. Cherry

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA, :
Plaintiff :
vs. : No. 01 - 222 C.D.
THE BOARD OF SCHOOL DIRECTORS :
OF MOSHANNON VALLEY SCHOOL :
DISTRICT, :
Defendants :

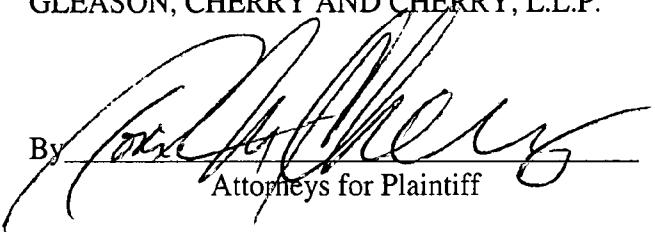
CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of November, 2002, a certified copy of the Complaint filed on behalf of Plaintiff was served upon DOUGLAS R. NOLIN, ESQ., counsel for Defendants, by mailing the same to him by United States First Class Mail, postage prepaid, by depositing the same in the Post Office at DuBois, Pennsylvania, addressed as follows:

DOUGLAS R. NOLIN, ESQ.
Peacock Keller Ecker & Crothers, LLP
Attorneys at Law
70 East Beau Street
Washington, PA 15301

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Atorneys for Plaintiff

Dated: November 7, 2002

FILED

NOV 13 2002

William A. Shaw
Prothonotary

FILED

NO
CC

O/10.31/03
NOV 13 2002

EKA

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

JAMES J. LEBDA,

Plaintiff

vs.

**THE BOARD OF SCHOOL
DIRECTORS OF
MOSHANNON VALLEY
SCHOOL DISTRICT,**

Defendant

No. 2001-00222-CD

TYPE OF PLEADING:

PRELIMINARY OBJECTIONS

FILED ON BEHALF OF:

**THE BOARD OF SCHOOL
DIRECTORS OF MOSHANNON
VALLEY SCHOOL DISTRICT**

COUNSEL OF RECORD:

Barbara A. Rizzo, Esquire
Pa I.D. 39371

Douglas R. Nolin, Esquire
Pa I.D. 42213

Peacock Keller Ecker & Crothers, LLP
70 East Beau Street
Washington, Pennsylvania 15301
(724) 222-4520
Firm I.D. 807

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

JAMES J. LEBDA,

Plaintiff

vs.

THE BOARD OF SCHOOL
DIRECTORS OF MOSHANNON
VALLEY SCHOOL DISTRICT,

Defendant

No. 2001-00222-CD

**NOTICE OF ENTRY OF
JUDGMENT**

ORDER

AND NOW, this _____ day of _____, 2002, argument on
the within Preliminary Objections is scheduled for _____, 2002,
at _____ o'clock _____. m. Any Brief in Opposition to these Preliminary Objections
shall be filed on or before _____.

BY THE COURT:

_____.J.

**IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

JAMES J. LEBDA,

Plaintiff

vs.

No. 2001-00222-CD

THE BOARD OF SCHOOL
DIRECTORS OF MOSHANNON
VALLEY SCHOOL DISTRICT,

Defendant

PRELIMINARY OBJECTIONS

AND NOW, come the Defendant, the Board of School Directors of Moshannon Valley School District, by and through its attorneys, Peacock Keller Ecker & Crothers, LLP, and files the following Preliminary Objections:

1. The above-captioned action was instituted by the Plaintiff by Writ of Summons dated February 14, 2001.

2. After being ruled to do so, and after the service of a ten (10) day notice, the Plaintiff filed his Complaint on November 7, 2002.

3. The Plaintiff, in his Complaint, alleges, in two separate counts, a breach of contract claim in Count I and a separate claim for denial of his sabbatical request in Count II.

DEMURRER

4. Count I of the Complaint attempts to set forth allegations for a breach of contract cause of action.

5. The Plaintiff has failed to plead all necessary elements to establish a cause of action for breach of contract.

6. In paragraph 19 of Count II, the Plaintiff claims as an element of damage an injury to his reputation and emotional anguish. This is not a proper element of damage in a breach of contract action.

DEMURRER

7. This Court does not have jurisdiction over the claims being made in Count II.

8. Further, the Plaintiff has failed to plead all elements necessary to sustain his cause of action.

WHEREFORE, the Defendant respectfully request this Honorable Court to grant its demurrers as to both Count I and Count II and dismiss this Complaint.

Respectfully Submitted,

Peacock Keller Ecker & Crothers, LLP

By:

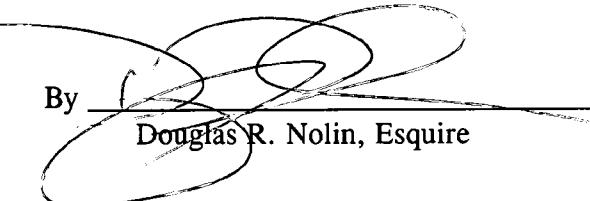
Douglas R. Nolin, Esquire
Attorney for Defendants

CERTIFICATE OF SERVICE

I, Douglas R. Nolin, Esquire, do hereby certify that a true and correct copy of the foregoing **Preliminary Objections** is being served upon the following counsel of record by First Class, postage prepaid mail, this 27 day of November, 2002.

Toni M. Cherry, Esquire
Gleason, Cherry and Cherry, LLP
P.O. Box 505
One North Franklin Street
DuBois, PA 15801

Peacock Keller Ecker & Crothers, LLP

By 
Douglas R. Nolin, Esquire

FILED NO
cc
m/k 3681
E.O. 02/23/92
EKB

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JAMES J. LEBDA,	:
Plaintiff	:
vs.	:
THE BOARD OF SCHOOL DIRECTORS	:
OF MOSHANNON VALLEY SCHOOL	:
DISTRICT,	:
Defendants	:

: No. 01 - 222 C.D.

P R A E C I P E

TO WILLIAM A. SHAW, PROTHONOTARY

Sir:

Kindly mark the Complaint filed in the above-captioned case withdrawn and the action voluntarily ended.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Attorney for Plaintiff

Dated: March 3, 2003

FILED

MAR 03 2003

William A. Shaw
Prothonotary

FILED

MAP 03 2003

0/2,357 p.m.

William A. Shaw
Prothonotary

14 Cole to City

Copy to C.A.
D.P.D.