

ACTING SUPERINTENDENT EMPLOYMENT AGREEMENT

This AGREEMENT made and entered into this ___ day of _____, by and between:

BLACKHAWK SCHOOL DISTRICT

500 Blackhawk Road
Beaver Falls, PA 15010

and,

DR. WILLIAM PETTIGREW,
hereinafter "Dr. Pettigrew".

The parties, intending to be legally bound, and in consideration of the mutual undertakings, promises, and other good and valuable consideration, do hereby covenant and agree as follows:

1. The Board does hereby appoint Dr. William Pettigrew, to serve in the position of Acting Superintendent for the Blackhawk School District.
2. Dr. Pettigrew will serve as Acting Superintendent, or until such time as the Board of School Directors appoints a new Superintendent of Schools, or unless either earlier terminates this Agreement.
3. While serving as Acting Superintendent, Dr. Pettigrew will receive a salary of \$650 per work day, which shall be paid to him through the District's regular payroll system. Dr. Pettigrew will coordinate his work schedule with the Board which understands that Dr. Pettigrew has some limited prior commitments which may sometimes require his absence from the District.

Dr. Pettigrew shall also receive One Hundred Ten Dollars (\$110.00) per month to cover the cost of his cell phone being used for School District business.

4. As Acting Superintendent, Dr. Pettigrew shall be vested with the authority and powers expressly conferred upon the Superintendent of Schools by the Pennsylvania Public School Code, as amended, and the authority and powers expressly delegated to him by the Board of School Directors through this Employment Agreement, or by Board policy or directive.
5. Unless expressly delegated to Dr. Pettigrew, the Board of School Directors expressly retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Public School Code, as amended, and the laws and Constitution of the Commonwealth of Pennsylvania.
6. As a condition precedent to this Employment Contract, Dr. Pettigrew warrants that he does possess and will continue to possess the credentials necessary to hold the position of Acting Superintendent within the Commonwealth of Pennsylvania including, but not limited to, a continuously valid Certificate issued by the Pennsylvania Department of Education.
7. While employed as Acting Superintendent, Dr. Pettigrew will not be receiving health, dental, vision, disability, or life insurance benefits; paid sick, vacation, personal or other leave days; or, any other employment benefit, unless expressly indicated herein.
8. If Dr. Pettigrew is required to travel as part of his job responsibilities, except for his travel to and from

work, he shall be entitled to mileage reimbursement at the applicable Internal Revenue Service (IRS) mileage rate for the use of his personal vehicle.

9. At the conclusion of Dr. Pettigrew's employment, he will return to the School District all of its property including, without limitation, any and all keys, badges, District technology, all documents and information, however maintained (including computer files, tapes, and recordings), and all copies thereof, concerning the School District or acquired by Dr. Pettigrew in the course and scope of his employment, and Dr. Pettigrew shall not disclose confidential information obtained during his employment with the District to any third party without prior written approval of the Board.
10. While employed as Acting Superintendent, Dr. Pettigrew shall be entitled to engage in other business activities, including consulting work, sales, speaking engagements, writing, lecturing, teaching, or other professional duties and obligations insofar as such undertakings do not interfere with the performance of his duties pursuant to the terms of this Agreement.
11. Either party may terminate this Agreement by providing the other party with fourteen (14) days written notice of their intent to terminate the Agreement.
12. Should any term, condition, clause, or provision of the Contract be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause, or provision shall be stricken from this Contract, and in all other respects this Contract shall be valid and continue in full force, effect, and operation. The remaining terms, conditions, clauses, and provisions shall remain in full force and effect for the duration of the Contract if not affected by the declared term, condition, clause, or provision.
13. This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BLACKHAWK SCHOOL DISTRICT

Attest:

Secretary

by: _____
Board President

Witness:

Dr. William Pettigrew



ZD1211L-3-72 WEB QUOTE #2675765

Date: 5/30/2023 8:24:20 AM

-- Customer Information --

Fleischman, Darrin

Blackhawk School District

fleischmandarrin@bsd.k12.pa.us

7248466600

Quote Provided By
M & R POWER EQUIPMENT

Niels Jorgensen
2410 S. HERMITAGE RD.
HERMITAGE, PA 16148

email:
njorgensen@mrpowerequipment.com
phone: 7243017298

-- Standard Features --

-- Custom Options --



ZD1200 Series ZD1211L-3-72

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
D1105
24.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safty Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
Length 93.7"
Width Overall 85.8"
Wheelbase 61.4"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

SIDE DISCHARGE MOWER

60" and 72" Kubota PRO Deck
w/ACS
8 Gauge, 6" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
Flexible Discharge Cover
3 Blades

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

+ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211L-3-72 Base Price:	\$20,999.00
<u>Configured Price:</u>	<u>\$20,999.00</u>
State of Penn Discount:	(\$4,199.80)
<u>SUBTOTAL:</u>	<u>\$16,799.20</u>
Dealer Assembly:	\$0.00
Freight Cost:	\$262.50
PDI:	\$400.00

Total Unit Price: \$17,461.70

Quantity Ordered: 1

Final Sales Price: \$17,461.70

**Purchase Order Must Reflect
the Final Sales Price**

To order equipment -- purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

© 2018 Kubota Tractor Corporation. All rights reserved.

192.230.86.11

TRACTORS (/TRACTORS) MOWERS (/MOWERS) UTILITY VEHICLES (/UTILITY-VEHICLES) CONSTRUCTION (/CONSTRUCTION)

Search

HAY/FARM IMPLEMENTS (/FARM-IMPLEMENTS) NEW PRODUCTS (/NEW-PRODUCTS)



ZD1211L-3-72

ZERO-TURN MOWERS

MSRP AS LOW AS^S

~~\$20,999.00~~

\$ 17,461.70

~~0%
DOWN~~

~~0%
APR~~

~~60
MOS~~

OR

~~SAVE \$300**~~

(<https://www.kubotausa.com/finance/special-offers/detail/kubota-zd-series---new-mower-purchase-special-offers>)

For additional information, click here (<https://www.kubotausa.com/finance/special-offers/detail/kubota-zd-series---new-mower-purchase-special-offers>)

FIND A DEALER (/FIND-A-DEALER)

- Adjustable suspension seat with dual adjustable armrests, higher backrest and lumbar support
- Semi-pneumatic (flat-free) front caster tires
- Large and bright LCD panel – the biggest in its class – shows all the key indicators you need to maximize cutting performance and operability
- Adjustable HST levers not only provide more legroom, but also more settings to choose from
- Hands-free parking brake
- Thick platform mat to reduce noise and vibration while providing extra comfort
- Storage box
- Cup holder

SPECS & COMPARE: KUBOTA MODELS



ZD1211L-3-72

24.8 HP, 72" deck. Bringing its A-game, so you can experience yours.

MSRP AS LOW AS[§]

~~\$28,999.00~~

+

ADD TO COMPARE

Deck Size

Kubota D1105

HP8

Transmission

Deck Drive

Fuel Capacity

Turning Speed

Engine, LP

Front Tire

72"
Kubota
24 hp

> BUILD (UNDEFINED/CONFIGURATOR/BUILDMYKUBOTA/CHOOSEMODEL/1089)

[§]The Manufacturer's Suggested Retail Price excludes tax, dealer fees, and optional equipment. The equipment shown is for illustrative purposes only and may not be base equipment.