

TUNKHANNOCK AREA SCHOOL DISTRICT
TUNKHANNOCK, PENNSYLVANIA

SUPPLEMENTAL AGENDA

BOARD OF SCHOOL DIRECTORS
WORK SESSION/BOARD MEETING
ADMINISTRATION CENTER
THURSDAY, MARCH 10, 2016

- I. Recommended that a resolution be adopted to approve Heather McPherson as Chief Executive Officer of the Tunkhannock Area School District effective April 20, 2016 through June 30, 2016 at the prorated salary of \$130,000.00 per year.

Motion by _____ Seconded by _____

- II. Recommended that a resolution be adopted to approve the employment contract, as reviewed by the School Solicitor of Heather McPherson, approved as Tunkhannock Area School District Superintendent at the February 25, 2016 Work Session/Board meeting of the Tunkhannock Area School District Board of School Directors. Contract to be effective July 1, 2016.

Motion by _____ Seconded by _____

**Employment Contract
between**

Heather McPherson

And

**The Board of School Directors of the
Tunkhannock Area School District**

This Employment contract, made and entered into this ____ day of _____, 2016, by and between the Board of School Directors of the Tunkhannock Area School District, 41 Philadelphia Avenue, Tunkhannock, Pennsylvania, hereinafter referred to as "District", and Heather McPherson, _____, Pennsylvania, hereinafter referred to as "Superintendent."

Whereas, District desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity which District believes improves the quality of its overall educational program; and

Whereas, District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their administrative functions in the operation of the education program of the district.

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

1. Term

District hereby employs Superintendent in the capacity of District Superintendent and Superintendent hereby accepts employment as District Superintendent for a term commencing July 1, 2016 and ending June 30, 2021.

2. Professional Certification and Responsibilities

A. **Certification.** The Superintendent shall submit a valid certificate issued by the State of Pennsylvania prior to commencement of this contract. Failure to submit such certificate shall make this contract null and void. Superintendent represents that she possesses all of the qualifications required by law to serve as a District Superintendent. Superintendent agrees to maintain throughout the term of this Agreement, valid and

current legal credentials as required by law, and to present same to the Board of School Directors on request. She further agrees to subscribe to and take the proper oath of office.

B. **Duties.** The Superintendent shall have charge of the administration of the District under the direction of the Board of School Directors. She shall be the executive officer of the Board. At the direction of the Board of School Directors, the Superintendent shall direct and assign teachers and other employees of the schools under her supervision; and shall organize, reorganize and arrange the administrative supervisory staff, including instruction and business affairs, as best serves the District. The Superintendent shall select, appoint, promote, reduce, demote, or terminate all personnel subject to the approval of the Board of School Directors. In addition the Superintendent shall from time to time suggest regulations rules and procedures deemed necessary for the well ordering of the school district; and in general perform all duties incident to the office of the Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, and the regulations of the Board of School Directors.

The Board of School Directors, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study, disposition, and recommendation and the results thereof shall be reported to the Board of School Directors.

In general, the Superintendent shall have the right to attend all Board meetings and work sessions and all Board and citizen committee meetings, serve as an advisor of all Board committees and provide administrative recommendations on each item of business considered by each of these groups. However, the Board of Directors, in its sole discretion, may exclude the Superintendent from an executive session when the Board deems it necessary.

The Superintendent shall prepare and update, from time to time, for approval by the Board of School Directors, a table of organization which shall provide a basis for disposition of matters contained within this section of the Agreement and communications related thereto.

C. **Outside Activities.** The Superintendent shall devote her time, attention and energy to the business of the school district. However, Superintendent, with specific District approval and to the extent allowable under statute, may undertake consultative work, speaking engagements, writing and lecturing. With District approval Superintendent may use vacation days to perform District approved outside activities.

3. Professional Growth of Superintendent

District encourages the professional growth of the Superintendent. Superintendent shall, upon prior District approval, be permitted to attend appropriate local, state, and national professional meetings, expenses for which shall be paid by the District upon proper and lawful authorization and presentation by the Superintendent of legally adequate and satisfactory documentation. Upon prior District approval, District shall pay for dues for professional organizations to which Superintendent may belong.

4. Salary

Subject to conditions in regard to Superintendent evaluations stated hereinafter, the District shall pay the Superintendent annual salaries as follows:

- (1) July 1, 2016 to June 30, 2017, the sum of \$130,000; and,
- (2) July 1, 2017 to June 30, 2018, the sum of \$130,000 plus merit pay; and,
- (3) July 1, 2018 to June 30, 2019, the sum of base of 2017-18 plus merit pay; and,
- (4) July 1, 2019 to June 30, 2020, the sum of base of 2018-19 plus merit pay; and,
- (5) July 1, 2020 to June 30, 2021, the sum of base of 2019-20 plus merit pay.

The Superintendent will be observed annually in November and evaluated annually in June. The ratings will be: Distinguished, Proficient, Meets Expectations, Needs Improvement and Unsatisfactory. The evaluation will be completed before June 30th of each year and said rating will determine the potential increase to be added to the Superintendent's base salary as follows:

- Distinguished – 3.5%
- Proficient – 2.0%
- Meets Expectations – 1%
- Needs Improvement – 0
- Unsatisfactory – 0

In the event that no evaluation is conducted, the presumed rating will be Distinguished and the Superintendent's wage will be adjusted to reflect a Distinguished rating. The evaluations shall be signed by the Superintendent and the Board President to reflect receipt and knowledge, not necessarily consent or agreement with the rating.

Said salaries shall be paid to Superintendent in equal installments in accordance with the schedule of salary payment in effect for other regularly employed professional employees of the District or as otherwise mutually agreed to by the parties hereto. Such compensation shall be based upon an average of 261 work days each year.

District and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this contract, but in no event shall she be paid less than the salary she is presently receiving unless otherwise specifically stated herein. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become a part of this contract but it shall not be deemed that District and Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended.

5. Benefits

A. The Superintendent shall be entitled to twenty-five (25) days of vacation annually with the year of calculation beginning on the date hereof. Vacation days may be accumulated and carried over from year to year at the rate of 7 days per year up to a maximum of 35 days.

B. Superintendent shall be entitled to ten (10) days of sick leave annually, five (5) of which may be used for emergency purposes which is defined as illness or injury of a member of the immediate family of the Superintendent, including father, mother, brother, sister, son, daughter, wife, parent-in-law, or other person residing in the same household as the Superintendent. Unused sick leave days may be accumulated without limit and may be supplemented at the discretion of the District. Superintendent may carry over unused sick days from her previous employment not to exceed 25 days with the District to her position as Superintendent.

The Superintendent shall be entitled to the following days as holidays with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day (if any of the foregoing holidays fall on a school day, the paid holiday shall be a floating holiday arranged between the Superintendent and the District).

The Superintendent shall be entitled to five (5) days of personal leave each year. Days of personal leave not used in any particular year may be accumulated to a maximum of 25 days. Personal leave days accumulated by the Superintendent during her previous employment with the District shall be carried over to her position as Superintendent. The Superintendent shall receive the same bereavement leave benefit as the other professional and administrative personnel of the District during her term of employment with the District.

In order to ensure and maintain proper functioning of the District operations, any combination of vacation/personal leave days requested in excess of ten (10) consecutive days must have prior written approval of the Board of Directors. Any such request may be granted or denied at the sole discretion of the Board.

C. **Severance Pay.** Upon the severance of employment with the District, except for discharge for cause and unilateral termination, the Superintendent shall be entitled to a severance payment of \$100 per day for remaining unused and accumulated sick leave and personal leave days up to a maximum of 135 days.

D. The Superintendent shall receive the following medical and hospital health insurance coverage during her term of employment with the District.

MEDICAL AND HOSPITAL INSURANCE

1. The Employer shall provide, and pay the full cost of medical and hospital insurance for a First Priority HMO plan. The Plan includes the terms as attached in Exhibit A.
2. The Superintendent shall reimburse the District 15% of the cost of the premium for the health insurance plan referenced in paragraph 1 above, to be deducted evenly from the wages earned bi-weekly.

E. **Dental and Vision Insurance.** The District shall provide the Superintendent with the same dental and vision insurance provided to the Act 93 group and may change as the Act 93 plans change.

F. **Life Insurance:** The District shall provide and pay the full cost of a term life insurance policy in the face amount of twice the Superintendent's annual salary for the Superintendent during the term of her employment with the District.

G. **Tuition:** The Superintendent shall receive the same amount of tuition reimbursement provided in the Act 93 Compensation Plan, but not more than the actual tuition costs incurred at the institution chosen by the Superintendent on the following terms and conditions.

- (1) Payment is to be made only after course registration is complete and an invoice is presented;
- (2) Prior Board approval of all graduate courses proposed to be taken by the Superintendent shall be obtained. Approval shall be granted for all graduate courses in the Superintendent's major field or degree program proposed to be taken at an accredited institution. Approval of all other, or related courses, shall be granted in the sole discretion of the District; and
- (3) The Superintendent must maintain a "B" average in such graduate or additional credit program.

H. This Employment Contract does not include any other benefits not specifically stated herein.

6. Professional Liability

A. District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of her employment. Except that, in no case, will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

B. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent have adverse interests in such litigation, except as stated above.

7. Medical Examination

At the District's discretion, the Superintendent agrees to have a comprehensive medical examination by a physician who is subject to approval by the District; however, said exam shall not be more often than annually during her employment with the District. The Superintendent agrees to authorize the medical examiner to file with the District a statement certifying to her physical competency, which statement shall be held in confidence by the Board of School Directors. Cost of said medical examination shall be borne by the District.

8. Evaluation

ANNUAL PERFORMANCE REVIEW AND EVALUATION

A. The performance of the District Superintendent shall be assessed against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards, however additional measures may be included as deemed necessary at the sole discretion of the Board of Directors in the next observation and evaluation cycle with written notice provided to the Superintendent:

Student Growth and Achievement: Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and

clearly achieved under the direction of the Superintendent relative to PSSA, PVAAS, Keystone Exams, and other locally determined measures.

Organizational Leadership: Superintendent has worked collaboratively with the Board to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

District Operations and Financial Management: Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

Communication and Community Relations: Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

Human Resource Management: Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

Professionalism: Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon her effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

B. The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board of School Directors. Modifications may be made by the Board of School Directors to address the current nature of challenges, issues and needs facing the District. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships.

C. The Board shall observe the Superintendent in November and evaluate her in June in accordance with statutes, regulations and Board policy relating to the Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. The final written performance assessment will be conducted no later than June 30th. Whether the Superintendent's performance has met the objective performance standards will be posted on the District's website.

D. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvements in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file. The Board's evaluation and Superintendent's response shall be private and in no manner become public knowledge or record except as required by law. Within thirty (30) days of the delivery of the written evaluation to the Superintendent or as soon thereafter as is reasonably practicable, the Board shall meet with the Superintendent to discuss the evaluation. Additional follow-up meetings may be held as deemed advisable.

E. If for any reason the Board should fail to evaluate the Superintendent by August 31st of any year in accordance with this section, her performance shall be deemed to be distinguished.

F. Should the Superintendent fail to fulfill all obligations set forth in this Agreement, except as mutually agreed between the District and the Superintendent, such failure will be viewed as not less than a violation of the Administrator's Code of Ethics and will be reported by the District to the Pennsylvania Association of School Administrators and to the Pennsylvania Department of Education as applicable.

G. The Superintendent shall not cause or allow any practice, activity, decision to be made which is either unlawful, imprudent or in violation of commonly accepted business, educational and professional ethics and practices

9. Termination of Employment Contract

This Employment contract may be terminated by:

- A. Mutual agreement of the parties.
- B. Retirement of Superintendent.
- C. Disability of Superintendent. Should Superintendent be unable to perform her duties by reason of illness, accident or other cause beyond her control, and said disability continues for a period of more than thirty (30) days beyond all sick leave to which Superintendent is entitled under this Agreement, including sabbatical leave of absence, the District may, at its discretion, terminate this Agreement, whereupon the respective duties, rights and obligations contained herein shall terminate. The Superintendent shall receive the same disability insurance coverage as contained in the

Plan for Administrative Compensation covering the District's professional administrators.

D. Discharge for Cause. Superintendent shall throughout the term of this Agreement, be subject to discharge in accordance with the provisions of the Pennsylvania School Code and other applicable laws, provided however, that the District shall not arbitrarily and capriciously call for her dismissal and that Superintendent shall, in any event, have the right to service of written charges, adequate notice of hearing, a fair hearing and all elements of due process. Superintendent shall have the right to be represented by counsel at her sole cost and expense.

E. Unilateral Termination by Board of Education. The District may, at its option, and by a minimum of ninety (90) days' notice to Superintendent, unilaterally terminate her contract. In the event of such termination, the District shall pay to Superintendent, as severance pay, all of the aggregate salary allowances under this employment contract from the actual date of termination to the termination date set forth in this employment contract, which shall serve as satisfaction in full of all obligations of the parties hereto. In lieu of unilateral termination, the Superintendent shall have the option of normal retirement, if she qualifies, with severance pay. *By signing and agreeing to this Contract, the Superintendent understands that she knowingly waives her due process rights to challenge the Unilateral Termination of the Board through a hearing process. The waiver is in exchange for the benefits contained herein, not otherwise guaranteed or provided by the District.*

F. Death of Superintendent. In the event of death of the Superintendent during the term of this contract, all the respective duties, rights and obligations contained herein shall terminate.

10. Notice of Termination

Should Superintendent not be notified in writing in a timely manner, and in accordance with the Pennsylvania School Code, of the District's intent to retain her for a further term or that the District intends to receive other applications for the Superintendency at the conclusion of the term for which appointed, the Superintendent shall be reappointed for a term of years not less than the length of the expiring term and the terms and conditions of this Agreement shall be incorporated in a successor agreement, unless mutually agreed otherwise by District and Superintendent.

11. Miscellaneous

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal and state law, the remainder of the contract not affected by such ruling shall remain in force.

All reference to the Public School Code of 1949 herein shall also refer to any amendments to such Act or to any recodification of such Act.

Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.

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

IN WITNESS WHEREOF, District has caused this Employment Contract to be approved on its behalf by a duly authorized officer and Superintendent has approved this Employment contract effective on the day and year specified in first paragraph.

This Employment Contract was approved by vote of the School Board at a regular meeting duly held on _____ and has been made part of the minutes for that meeting.

ATTEST
Secretary:

TUNKHANNOCK AREA SCHOOL DISTRICT
BOARD PRESIDENT:

Date: _____

Date: _____

TUNKHANNOCK AREA SCHOOL DISTRICT

Date: _____
Superintendent