

**SHARPSVILLE AREA SCHOOL DISTRICT**  
**Regular Meeting-Reconvened**  
**December 16, 2013**

The Regular Meeting of the Sharpsville Area School Board reconvened on December 16, 2013, at 6:00 p.m. at the Seventh Street Education Center with President Bill Henwood residing. The following members were present: David DeForest, Gary Grandy, Rick Haywood, Bill Henwood, Tom Lapikas, John Napotnik, Pat O'Connor, Janice Raykie, and Deanna Thomas. .

Also present were Interim Superintendent Dr. Hendley Hoge; Senior Business Manager/Board Secretary Jaime Roberts; and Solicitor Robert Tesone.

**PERSONNEL REPORT**

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Chairman Gary Grandy recommended the following action:

**SUPERINTENDENT EMPLOYMENT AGREEMENT - FERKO**

There was a motion by Mr. Grandy, seconded by Mr. O'Connor, to approve Resolution 16 of 2013 authorizing the ratification and adoption of the employment agreement with Brad A. Ferko effective January 6, 2014, the same being attached to and a part of these minutes.

Roll Call Vote:	DeForest	Yes
	Grandy	Yes
	Haywood	Yes
	Henwood	Yes
	Lapikas	Yes
	Napotnik	Yes
	O'Connor	Yes
	Raykie	Yes
	Thomas	Yes

Motion Carried.

**RETIREMENT RESIGNATION – SMITH**

There was a motion by Mr. Grandy, seconded by Mrs. Raykie, to accept the retirement resignation of Christopher Smith, Special Education Supervisor effective February 28, 2014.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, Raykie and Thomas

Opposed: None

Motion Carried.

## **SUPERINTENDENT'S REPORT**

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Interim Superintendent Dr. Hendley Hoge recommended the following action:

### **FLOORING REPLACEMENT**

There was a motion by Mr. DeForest, seconded by Mr. Haywood, to accept the quotation from Fine Flooring Design in the amount of \$9,302.19 to replace flooring in two Middle School Classrooms and the Lecture Room Hallway to be paid with Capital Reserve Funds.

Approved: DeForest, Grandy, Haywood, Henwood, Lapikas, Napotnik, O'Connor, Raykie and Thomas

Opposed: None

Motion Carried.

### **EXECUTIVE SESSION**

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Mr. Henwood announced that the Board will meet in Executive Session for personnel reasons immediately following adjournment.

### **ADJOURNMENT**

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The meeting adjourned at 6:27 p.m.

  
Jaime Roberts, Board Secretary

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**SHARPSVILLE AREA SCHOOL DISTRICT  
RESOLUTION No. 16 of 2013**

**AN RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE SHARPSVILLE AREA SCHOOL DISTRICT ADOPTING THE EMPLOYMENT CONTRACT DATED THE 16<sup>th</sup> DAY OF DECEMBER, 2013, WITH AN EFFECTIVE DATE OF THE 6<sup>th</sup> DAY OF JANUARY, 2014, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE SHARPSVILLE AREA SCHOOL DISTRICT AND SUPERINTENDENT-ELECT, DR. BRAD A. FERKO, ESTABLISHING THE TERMS AND CONDITIONS OF DR. BRAD A. FERKO'S EMPLOYMENT AS SUPERINTENDENT AND AUTHORIZING THE BOARD PRESIDENT AND SECRETARY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION.**

**WHEREAS**, the Board of School Directors ("Board") of the Sharpsville Area School District ("SASD") at a meeting of said Board duly convened and properly called on the 3rd day of December, 2013, did elect Dr. Brad A. Ferko, to the office of District Superintendent in accordance with the provisions of Sections 508, 1101, 1071 and 1073 of the Public School Code of 1949; and

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

**WHEREAS**, the purpose of this Resolution is to ratify and adopt said Employment Agreement and authorize the appropriate officers of the Board to execute same.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of School Directors of the Sharpsville Area School District, **AND IT IS HEREBY RESOLVED AS FOLLOWS:**

1. The Board hereby adopts and ratifies the provisions contained in the Employment Agreement between the Board and Dr. Brad A. Ferko dated the 16<sup>th</sup> day of December, 2013 ("Agreement"), with an effective date of January 6, 2014.

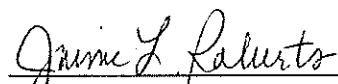
2. The Board hereby agrees to be bound by the terms and provisions set forth in the Agreement. A true and correct copy of said Agreement being attached hereto, marked **Exhibit "A"**, and made a part hereof.

3. The Board hereby authorizes the President of the Board and Board Secretary to execute any and all documents necessary to effectuate the purpose of this Resolution.

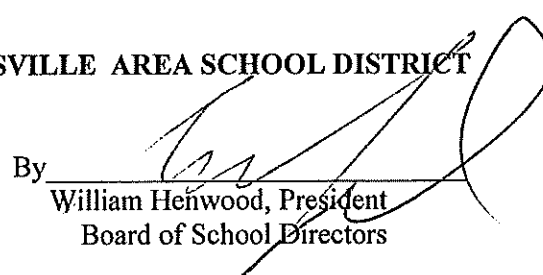
4. This Resolution shall become effective upon adoption by the Board.

**DULY ADOPTED**, by the Board of School Directors of the Sharpsville Area School District, this 16th day of December, 2013.

**ATTEST**

  
Jaime L. Roberts, Secretary

**SHARPSVILLE AREA SCHOOL DISTRICT**

By   
William Henwood, President  
Board of School Directors

(SEAL)



**CERTIFICATION**

I, Jaime L. Roberts, Secretary of the Board of School Directors of the Sharpsville Area School District, Mercer County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution that was duly and regularly adopted and enacted by the affirmative vote of the members of the Board of School Directors of the Sharpsville Area School District, at a reconvened meeting thereof, duly convened on the 16th day of December, 2013

Date: 12/16/2013

Jaime L. Roberts  
Jaime L. Roberts, Secretary



**SHARPSVILLE AREA SCHOOL DISTRICT  
CONTRACT for DISTRICT SUPERINTENDENT**

**THIS AGREEMENT** is made and entered this 16<sup>th</sup> day of December, 2013, with an effective date of January 6, 2014, by and between:

The Board of School Directors of the Sharpsville Area School District with offices located at 701 Pierce Avenue, Sharpsville, Mercer County, Pennsylvania 16150, (hereinafter referred to as **"District"**);

And

Dr. Brad A. Ferko

An individual currently residing at 305 Primrose Drive, Sarver, Pennsylvania, 16055  
(hereinafter referred to as **"Brad A. Ferko"** or **"Superintendent"**).

**PREAMBLE**

**WHEREAS**, the Board of School Directors (**"Board"**) of the District at a meeting of said Board duly convened and properly called on the 3rd day of December, 2013, did elect Dr. Brad A. Ferko, to the office of District Superintendent in accordance with the provisions of Sections 508, 1101, 1071 and 1073 of the Public School Code of 1949; 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:

**TERM**

The District does hereby employ Brad A. Ferko in the capacity of District Superintendent of the District for a term of four and one half (4 1/2) years commencing on January 6, 2014 and ending on June 30, 2018. The Agreement shall terminate immediately upon the expiration of the term unless the Agreement is allowed to renew automatically under Section 1073 (b) of the School Code. All references in this Agreement to "Contract Year" shall mean the period of time from July 1<sup>st</sup> to the following June 30<sup>th</sup>. The compensation and other terms and conditions of this contract will commence upon the actual assumption of duties by the Superintendent.

**PROFESSIONAL CERTIFICATION**

As a condition of serving as the District's Superintendent, the Superintendent shall continue to hold a valid Superintendent's Certificate ("Letter of Eligibility") issued by the Pennsylvania Department of Education (PDE). Revocation or suspension by PDE of such certificate shall be grounds for suspension, without compensation, from service pursuant to this agreement notwithstanding any ongoing appeals from the suspension or revocation of the Superintendent's certificate, with reinstatement with full back pay if such appeals are resolved in favor of the Superintendent; provided, that the Board retains its rights and prerogatives under Section 1080 of the School Code and the Termination provisions of this Agreement.

**DUTIES AND RESPONSIBILITIES OF EMPLOYMENT**

- A. Superintendent is responsible for the administration of the schools under the direction of the Board of School Directors, and in compliance with all the requirements of Board

policy and the School Code. Superintendent is also responsible for all duties specifically enumerated in the job description on **Exhibit "A"** attached hereto and incorporated herein by reference. The Superintendent shall recommend, administer and enforce the policies and programs of the Board of School Directors. No duties will be performed that conflict with Board policy.

- B. Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board, but shall not have the right to vote. Superintendent or his designee(s) shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting, at the option of the Board, those executive sessions relating to his own employment or his performance evaluation, and shall serve as advisor to the Board and its committees in all matters affecting the District, and he will keep the Board apprised of significant administrative actions taken on its behalf. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate. Primarily, official contacts between Board members and the staff of the District shall be through the Superintendent as the initial point-of-contact. This is to ensure effective communication and governance within the organizational chain-of-command. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board Members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board Policy or directed by the Board.

#### **SUPERINTENDENT EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS**

- A. The Board shall evaluate the Superintendent annually, in accordance with Pennsylvania law and in accordance with all applicable statutes, regulations and Board policy relating to the Superintendent evaluation. The evaluation instrument will be developed by the Board in consultation with the Superintendent. Each annual evaluation shall be in writing and will take place no later than August 1<sup>st</sup> following the conclusion of the Contract Year at issue, using a mutually agreed upon method as a basis for the evaluation, provided that any assessment system selected shall require the Board of School Directors to reach a consensus on the Superintendent's performance in every area of the evaluation rather than "averaging" the feedback of the individual members of the Board. Any adjustment in salary resulting from the annual evaluation as set forth in the "Salary" provision herein below, shall be retroactively implemented to July 1 of the then current Contract Year. In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The date of the assessment and whether or not the Superintendent has met the agreed upon objective performance standards will be posted on the District's website.
- B. The performance of the District Superintendent shall be assessed by the Board against the objective performance standards. The Board and Superintendent hereby mutually agree to the objective performance standards as stated in Appendix C. attached hereto and incorporated herein.
- C. 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, as agreed upon by the Superintendent, to address the current nature of challenges, issues and needs facing the District.



- D. The performance assessment shall be used for the following purposes: To strengthen the working relationship between the Board and the Superintendent; to clarify for the Superintendent and individual members of the Board the responsibilities the Board relies on the Superintendent to fulfill; To discuss and establish goals and/or objective performance standards for the ensuing year; and to establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

## **SALARY**

The Board agrees to compensate the Superintendent for the period from July 1, 2013 to June 30, 2014, in the amount of One Hundred Fifteen Thousand and No/100ths (\$115,000.00) Dollars per annum, pro-rated over the period from January 6, 2014 to June 30, 2014. Said compensation to be paid in equal installments in accordance with the School District's policies and practices governing payment of salary for other administrators employed by the District. All payments specified above shall be subject to applicable federal, state, and local tax withholdings and other lawful and authorized deductions.

The Board, at its discretion, may adjust the Superintendent's annual compensation from time to time during the term of this agreement based on performance that is consistently proficient or greater as defined in the evaluation instrument. The Board reserves the right to make any additional compensation in the form of a performance bonus that does not add to the Superintendent's salary calculation. The Board may not reduce the Superintendent's annual salary during the term of this agreement.

## **FRINGE BENEFITS**

The Superintendent shall also be entitled to all the fringe benefits detailed in **Exhibit "B"** attached hereto and incorporated herein by reference. All compensation and benefits are outlined exclusively in this Agreement.

## **OUTSIDE WORK**

The Superintendent agrees to devote his full time attention, energy, skills and labor to his employment as District Superintendent during the term of this agreement. The Superintendent is permitted to engage in other consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional services provided the Board is informed beforehand, and approves the activity. These activities shall not interfere with the Superintendent's duties under this agreement. The Superintendent may receive and retain appropriate remuneration associated with those activities so approved by the District.

## **NEGOTIATED EARLY SEVERANCE OPTIONS**

The Board and Superintendent may negotiate a severance of the Superintendent's employment prior to the expiration of the term of this Agreement. In such event, the Board shall pay to the Superintendent in accordance with the following;

- (i) if the negotiated agreement takes effect two (2) years or more prior to the end of the specified contract term, a severance equivalent to one (1) year's compensation and benefits otherwise due under this contract on a prorated basis equal to the number of days service performed by the Superintendent in the service of the District during that fiscal year.
- (ii) if the negotiated agreement takes effect less than two (2) years prior to the end of the specified contract term, a severance equivalent to one-half of the total compensation

and benefits due under this contract for the remainder of the term hereof.

- (iii) in the event such a negotiated severance, any cash sums would be paid not later than 60 days after the date of execution of an appropriate mutual release of all claims by each party; provided, however, Superintendent's insurance coverage would continue in place for ninety (90) days thereafter.

## **TERMINATION**

Throughout the term of this contract, the Superintendent shall be subject to discharge for valid reasons specified in the Public School Code of the Commonwealth of Pennsylvania. In the event the Superintendent is discharged from employment, this contract shall terminate immediately, with no additional benefits provided to the Superintendent.

## **INVESTIGATION BY THE BOARD**

In the event that the Board directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall, prior to the commencement of any formal proceedings against him be (i) granted access to all non-privileged documents accumulated in the course of such an investigation and; (ii) granted the opportunity to respond, orally or in writing, to any evidentiary documents or findings derived from such an investigation. Any investigation undertaken by the Board shall be completed in private without public disclosure by the Board or Superintendent of the commencement or progress of the same, to the extent permitted by law.

## **EARLY RELEASE**

In the event the Superintendent desires to terminate this Agreement:

- (1) such termination shall occur only at the conclusion of the school year in which notice is received unless this provision is waived by the Board of School Directors in its sole and absolute discretion; and
- (2) written notice shall be given as soon as possible but in no event less than ninety (90) days prior to the conclusion of the school year.

## **PROFESSIONAL LIABILITY**

The District agrees, as a further condition of this employment contract, that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent by third parties in his official capacity as an employee of the district, provided the incident arose while the Superintendent was acting within the scope of his employment.

The District shall provide liability and professional errors and omissions coverage for the District Superintendent for all third party claims arising from the lawful carrying out of his duties for the District. Such coverage shall be in amounts at least sufficient to fulfill the requirements of the Pennsylvania Political Subdivision Tort Claims Act.

In accordance with 42 Pa.C.S. § 8547, in any situation where the legal counsel provided by the local agency determines that the interests of the Superintendent and the Board conflict, the local agency shall obtain the express written consent of the employee for such interested representation or shall supply independent representation.

If the legal counsel provided by the local agency determines that the interests of the employee

and the local agency do not conflict, or in the event the Superintendent declines such independent representation as is offered by the Board, and the Superintendent proceeds to secure independent counsel of his choosing, and it is then judicially determined that the interests did conflict or that the independent representation proposed by the Board was inadequate, the Board shall reimburse the employee for the expenses of his legal defense in such amounts as shall be determined to be reasonable by the court.

This obligation shall survive the termination of this Contract.

In no case will individual Board members be considered personally liable to indemnifying the Superintendent against any demands, claims, suits, actions and legal proceedings. Nothing in this paragraph shall require the District to indemnify the Superintendent for liability or legal defense arising out of criminal acts.

## **REAPPOINTMENT AND TERMINATION**

A. The 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.

B. The Superintendent shall, throughout the term of this Agreement, be subject to termination of contract for valid and just cause for reasons specified under Section 1080 of the Public School Code. However, the District shall not arbitrarily and capriciously call for his dismissal without first providing the Superintendent with written charges, adequate notice of a hearing, a fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction.

C. The District shall notify the Superintendent in writing by certified mail, no later than one hundred fifty (150) days prior to the expiration of the contract, of the District's intent to consider other candidates for the office of District Superintendent. Should the Superintendent not be so notified, he shall be considered reappointed at the Board's next regular business meeting for an additional term of similar length to the term of this contract, and the terms of this agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the District and Superintendent.

D. In the event the District Superintendent desires to terminate this Agreement:

(1) such termination shall occur only at the conclusion of the school year in which said written notice is received by the District unless this provision is waived by the Board of School Directors in its sole and absolute discretion; and

(2) the Superintendent shall provide written notice to the District as soon as possible but in no event less than ninety (90) days prior to the conclusion of the school year.

## **DEATH OR PERMANENT DISABILITY**

Should the District Superintendent die before the expiration of this Agreement, the School District shall immediately terminate this Agreement, whereupon the respective duties, rights and obligations herein shall terminate and be of no effect whatsoever. Should the Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his control, and said disability continues for a period of more than three (3) calendar months beyond all sick or other usable leave to which the Superintendent is entitled under this Agreement or otherwise, including leaves of absence, the District may at its discretion request a health examination in accordance with the terms of this contract. If the consulting physician or the school physician determines that the disability is likely to continue for at least another three (3) calendar months,

the School District may terminate this Agreement, whereupon the respective duties, rights and obligations herein shall terminate and be of no effect whatsoever.

## **ARBITRATION**

Any dispute as to the interpretation or application of any provision of this Contract, other than a dispute over termination, shall be resolved promptly by submission of the dispute or disputes to binding arbitration in accordance with the rules of the American Arbitration Association located in Philadelphia, Pennsylvania. Any hearing in such binding arbitration shall be held in Mercer County, Pennsylvania or other location, mutually agreed to by the parties. The fee of the American Arbitration Association, the Arbitrators appointed by the American Arbitration Association and the cost of any transcript shall be shared equally by the District and the Superintendent. The cost of legal representation, including attorneys' fees, shall be borne by each party separately, subject to the obligation of the Board to indemnify Superintendent if he is the prevailing party. Time shall be of the essence in reducing a dispute to writing, presenting it and having the matter appealed to arbitration. This arbitration shall apply to any and all disputes to the maximum extent permitted by law, including any claim of illegal discrimination on any basis.

## **MODIFICATION**

This Agreement shall be binding upon the parties, their successors or assigns. Further, this Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written communications, proposals, representations, warranties, covenants, understandings or agreements between the parties relating to the subject matter of the Agreement. Notwithstanding any term of provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by Superintendent and approved by the Board and executed by an authorized officer of the Board.

## **SAVINGS**

If any term, condition, clause or provision of the Agreement shall be determined or declared to be void or invalid at law, or otherwise then only that term, condition, clause or provision shall be stricken from the Agreement and in all other respects the Agreement shall be valid and continue in full force, effect and operation.

## **AUTHORITY OF SCHOOL BOARD**

The School Board for itself and on behalf of the electors of the District hereby retains all powers, rights, authorities and responsibilities conferred upon and invested in it by the laws of this Commonwealth and the Constitutions of Commonwealth of Pennsylvania and the United States of America, save only for any powers or rights lawfully limited by the express terms of this Agreement.

## **INTERPRETATION OF TERMS AND CONDITIONS OF AGREEMENT**

In the event there is a conflict between the Agreement and the state and federal laws, the state and federal laws shall prevail. In the event there is a conflict between Agreement and School District policies in effect at the time the Agreement is signed by the parties, then the School District policies shall prevail. Superintendent acknowledges that he is entering this Agreement of his own accord and not in reliance on any representations of the District, or its employees agents or Board Members and that he has had the opportunity to have own independent legal counsel review this Agreement and has either exercised that right or waived the right to do so and that by way of example and not of limitation, the School District and its employees agents

and Board Members have made no representations concerning the impact of the provisions of this Agreement upon Superintendent's benefits (or expectations) from the Public School Employees' Retirement System ("PSERS").

#### **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 laws. 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.

#### **STATUTORY REFERENCE**

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or re-codification of such Code.

#### **APPLICABLE LAW**

This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### **DRAFTSMAN - CONTRACT INTERPRETATION**

For purposes of contract interpretation and for the purpose of resolving any ambiguity herein, the parties hereto expressly agree that the fact that this Agreement stating the understandings of the parties has been drafted by counsel for either of the parties shall in no way be considered in the construction, interpretation or enforcement of the terms hereof. In no event shall any construction, interpretation, enforcement, presumption or inference, in favor of or against either party, be made as a consequence of the identity of the draftsman hereof.

#### **HEADINGS NOT PART OF AGREEMENT**

Any headings preceding the text of the several Paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

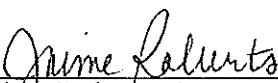
#### **COUNTERPARTS**

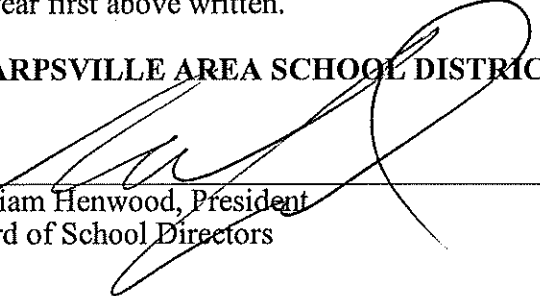
This contract, and any amendment or supplement hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

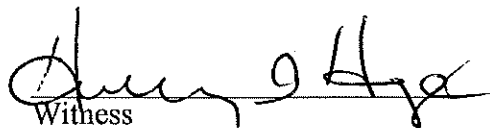
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed the day and year first above written.

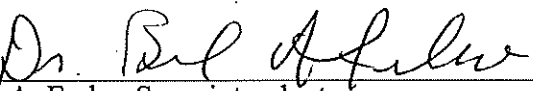
ATTEST:

SHARPSVILLE AREA SCHOOL DISTRICT

  
Jaime Roberts, Secretary

  
William Henwood, President  
Board of School Directors

  
Witness

  
Brad A. Ferko, Superintendent

**EXHIBIT A: SUPERINTENDENT RESPONSIBILITIES  
SHARPSVILLE AREA SCHOOL DISTRICT**

Position Description

Title: Superintendent  
Department: Administration  
Reports To: Board of School Directors

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**SUMMARY:**

The Superintendent serves as Chief Executive Officer of the District, and is responsible for overseeing, directing and administering all operations and activities of the District, including without limitation the planning, development and implementation of all curricular, co-curricular and extra-curricular programs and activities and all day-to-day business and personnel operations of the school district.

**ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE SUPERINTENDENT:**

1. Oversee, direct and supervise all operations, activities and programs of the school district, including without limitation its business affairs, personnel practices and regular education, special education, gifted education and pupil services programs, in accordance with strategic goals and objectives established by the Board of School Directors and in compliance with the requirements of Pennsylvania Public School Code, local, state and federal law and regulations, and board policy.
2. Direct and supervise the implementation of all curricular programs of the school district, including special programs, new courses, budgeting, staffing requirements and curriculum impact.
3. Recommend the adoption of all textbooks and other instructional materials.
4. Recommend suitable courses of study for all grade levels, and ensure the courses of study required by state and federal law, board policy and the district's strategic and operational plans are being taught.
5. Ensure that all members of teaching staff are properly certified and otherwise capable of delivering instruction in compliance with state and federal law, board policy and the goals and objectives of the district's strategic and operation plans, including submission of applications for and/or issuance of emergency certifications, as necessary.
6. Prepare and submit all required state and federal and other information to the Pennsylvania Department of Education and other state and federal government agencies.
7. Regularly visit all school district facilities, as well as the Mercer County Career Center and other vocational and/or alternative educational facilities affiliated with the District to observe instructional programs and methods of instruction and develop guidance and recommendations on improving programs and instructional methods.
8. Direct and supervise a process for the prompt, thorough and appropriate evaluation of all administrative, professional and non-professional staff, in accordance with applicable law and board policy.
9. Rate or oversee the rating of teacher performance, and approve unsatisfactory ratings of such personnel, as provided by Pennsylvania Public School Code.
10. Issue emergency certificates for substitute teachers, as necessary.
11. Supervise the grading, classification and promotion of pupils, and ensure proper records and reports of pupil progress are maintained in accordance with applicable state and federal law and board policy.

12. Direct and supervise the development and implementation of appropriate emergency plans and security plans for the district.
13. Serve as member of intermediate unit councils and on other professional boards and committees.
14. Make recommendations to Board of School Directors relative to hiring, promotion, retention and dismissal of school personnel.
15. Coordinate the development of and make recommendations regarding the Board's capital projects plan.
16. Oversee and coordinate all construction projects in the school district, including development of recommendations to the Board for construction or renovation of new or current school buildings and facilities.
17. Oversee the development and implementation of a comprehensive program for staff development and continuing professional education.
18. Conduct and/or oversee annual performance evaluations of district administrative personnel in accordance with the Board-approved organization chart, as then in effect.
19. Develop and oversee the implementation and continuous progress monitoring of all standardized testing and school improvement processes.
20. Develop and recommend to the Board for approval the school district's annual budget.
21. Oversee and supervise the activities and budgets of federal programs.
22. Develop and recommend to the Board the annual operational plan for the school district.
23. Coordinate the development of the district's strategic plan and recommend a strategic plan to the Board for approval.
24. Communicate and work effectively and cooperatively with Board of School Directors, the Mercer County Career Center and its Joint Operating Committee, administrative, professional and non-professional staff, local, state and federal officials, and parents, residents and members of the community.
25. Ensure appropriate management of all district contracts and agreements, including without limitation all contracts or agreements for the use of contracted services. Develop and make recommendations to the Board regarding the use of such services, as necessary and appropriate.
26. Possess and maintain all necessary licenses, commissions, and qualifications and meet all other requirements for the position of Superintendent as provided under the Pennsylvania Public School Code and the Pennsylvania Department of Education regulations, as are now or may be in effect.
27. Ensure adequate and effective communications between the Board and school district staff, students and the public; facilitate communications and manage exchange of information between Board and administrative staff.
28. Prepare the agenda for Board meetings, in consultation with the Board President.
29. Direct and supervise the district's public relations program, including all press releases, media statements, and other items of public interest emanating from district employee that pertain to education matters or other events, incidents or activities related to the school district, its students and/or employees.
30. Maintains regular attendance, including without limitation attendance at all scheduled and advertised meetings of the Board and committees of the Board.
31. Other duties as assigned or directed by the Board of School Directors.

#### **SUPERVISORY RESPONSIBILITIES OF THE SUPERINTENDENT:**

Overall responsibility for the direction and supervision of all administrative, professional and support staff employed by the district, as well as all attendant services provided by third-party contractors. Carry out responsibilities in accordance with the school district policies and applicable laws. Ensure required, necessary and appropriate training, supervision and evaluation of all employees.



### **QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this position.

### **EDUCATION AND EXPERIENCE:**

Master's Degree or Doctorate Degree in Education. Superintendent Letter of Eligibility issued by the Pennsylvania Department of Education. Prior experience as a building administrator and/or central office administrator. Demonstrated competencies in staff development, program planning, curriculum, supervision and leadership of staff, leadership, conflict resolution and communications. Must maintain appropriate commission and meet all other statutory and regulatory requirements for the position of Superintendent as specified under Pennsylvania law.

### **CERTIFICATES, LICENSES, CLEARANCES:**

Valid PA Superintendent Letter of Eligibility; Act 34, 114 and 151 clearances.

### **CONFIDENTIALITY:**

Due to the highly sensitive nature of this position and access to personnel, academic and financial records, the highest degree of confidentiality and ethical behavior is required at all times.

### **LANGUAGE SKILLS:**

Ability to read, analyze, and interpret professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from teachers, administrators, staff, students, parents and residents.

### **COMPUTER SKILLS:**

Proficient with personal computer programs, such as Windows, and Microsoft Office Suite; some working knowledge of student information and scheduling software, and payroll, budget and personnel databases is helpful.

### **MATHEMATICAL SKILLS:**

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

### **REASONING ABILITY:**

Ability to solve problems and deal with a variety of variables in often stressful situations.

### **OTHER SKILLS AND ABILITIES:**

Ability to apply knowledge of current research and theory in the area of curriculum and educational administration. Ability to establish and maintain effective working relationships with students, staff and the community. Ability to communicate clearly and concisely both in oral and written form. Ability to perform duties with awareness of all legal requirements and Board of Education policies. Ability to effectively manage multiple demands, priorities and projects on short deadlines.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly will sit, walk and stand. Specific vision abilities required by this job include close vision.

### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is occasionally quiet to moderate. The employee is frequently required to interact with the public and other staff. The employee is directly responsible for the safety, well-being of students.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties may be assigned.

**EXHIBIT B: SUPERINTENDENT FRINGE BENEFITS  
SHARPSVILLE AREA SCHOOL DISTRICT**

The following fringe benefits shall be provided to the Superintendent effective January 6, 2014.

**LIFE INSURANCE**

The District shall provide the Superintendent with group term life insurance under its group policy in the amount of \$150,000.00 payable in the event of Superintendent's death during the term of this agreement.

**HEALTH/DENTAL/VISION/LONG-TERM DISABILITY INSURANCES**

The Superintendent shall be included in the medical, dental, vision, and long-term disability insurance plans and benefits to the same extent and on the same terms as such plans and benefits are made available to other administrators employed by the District, subject to the terms, conditions, and administration of such plans.

**MILEAGE EXPENSES**

District shall reimburse Superintendent for use of his personal automobile in connection with the performance of his official duties in accordance with the mileage reimbursement policies then in effect in the District.

**PROFESSIONAL MEMBERSHIPS**

District shall incur the costs of the Superintendent's annual membership fees in three (3) joint professional associations, provided that such memberships are approved in advance by the Board President (e.g., AASA/PASA, ASCD/PASCD, and NAESSP/PAESSP). Additionally, the District will cover the cost of the Superintendent's membership in the Shenango Valley Chamber of Commerce.

**CONFERENCES**

With prior Board approval, the Superintendent may be authorized to attend one (1) in-state educational conference and one (1) national education conference of his choice during each Contract Year of this Agreement. Full expense reimbursement for attendance at such conferences shall be provided in accordance with the School District's policies for expense reimbursement, as then in effect. Upon mutual agreement of the Board, additional conferences and/or training programs may be pursued and reimbursed if the content of that training has the potential to make substantive contributions to the Superintendent's ability to promote organizational improvement. The Superintendent further shall be entitled to reasonable absence when performing as a member of the Middle States Evaluation team.

**PHYSICAL EXAMINATIONS**

Upon the request of the Board of Education, the Superintendent shall submit to a comprehensive physical examination performed by a licensed physician. A statement from the licensed physician certifying to the Superintendent's physical fitness shall be provided to the President of the Board of School Directors, filed in the Superintendent's personnel file and treated as confidential information by the District. Costs not borne by the Superintendent's medical insurance carrier shall be borne by the School District.

### **SICK LEAVE**

The Superintendent shall be entitled to twelve (12) days paid sick leave during each Contract Year of this Agreement. Unused sick leave days shall not be converted to cash upon termination of this Agreement by either party.

### **VACATION**

The Superintendent shall receive the same vacation provided to other administrators employed by the District, to the same extent and on the same terms as provided in the Act 93 Plan then in effect. In the event that the contract is terminated prior to its date of expiration stated herein, any paid vacation days due the Superintendent shall be pro-rated at the rate of 1.67 days per month during the final contract year in which the Superintendent has provided services to the District in his capacity as the Superintendent.

### **PAID HOLIDAYS**

The Superintendent shall be entitled to those paid holidays that are provided to other administrators employed by the District.

### **COMMUNICATIONS**

The Superintendent shall be entitled to a payment of \$50.00 per month to cover the cost of business use of his personal cell phone.

### **403(b) RETIREMENT PLAN EMPLOYER CONTRIBUTION**

The District shall deposit \$300.00 monthly as an employer contribution into a 403(b) account in the Superintendent's name in the District's 403(b) Retirement Plan.

### **RETIREMENT**

At the expiration of the contract, upon retirement from the District and the Public School Employees' Retirement System, the Superintendent will receive the following retirement benefits:

- a. Severance Payment – The Superintendent shall receive a severance payment of \$400.00 for each year of service in the School District, pro-rated for partial years at the rate of \$33.33 per month for those months the Superintendent actually rendered professional services for the District in his capacity as Superintendent.
- b. Medical Insurance – Medical insurance in effect at the time of retirement to be paid by the School District until age 66 or when Medicare coverage begins (whichever occurs first), or until such time as he becomes gainfully employed and becomes eligible for insurance benefits by virtue of that employment. The maximum benefit upon retirement shall be \$50,000.00 in premium payments with the Superintendent being solely responsible for any increases in premium after the date of his retirement.
- c. Accrued Vacation Pay – The Superintendent shall receive payment for unused vacation days accrued through his retirement date.

### **OTHER FRINGE BENEFITS**

The Superintendent shall receive all other fringe benefits provided to other administrators employed by the District, to the same extent and on the same terms as provided in the Act 93 Plan then in effect or as otherwise required by law; provided, however, that in no event shall the Superintendent be entitled to any benefit set forth in the Act 93 Plan that is duplicative of any benefit, compensation or incentive expressly set forth in this Agreement.

### **MISCELLANEOUS**

The District recognizes that the Superintendent may be subpoenaed to testify in a pending legal action related to his role as an Administrator at his current employer. The District agrees that the Superintendent may return to testify in this matter, if subpoenaed, for a period not to exceed five (5) days without that time being charged against his vacation entitlement.

### **DECLARATION OF LEAVE**

The Superintendent must declare any absence from his job as a sick leave day, vacation day, or personal day. Attendance at meetings and conferences provided by this Contract or otherwise approved by the Board shall not be considered an absence. The parties shall agree on a mutually acceptable procedure for tracking sick leave, vacation days, and personal days.



## **EXHIBIT C: 2013-2014 OBJECTIVES AND PERFORMANCE STANDARDS FOR THE SUPERINTENDENT - SHARPSVILLE AREA SCHOOL DISTRICT**

The following are the Objectives and Performance Standards for the Superintendent of the Sharpsville Area School District for the 2013-2014 school year:

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 achievement and growth on PDE-required assessments including, but not limited to, PSSA, PVAAS, Keystone Exam and other locally determined measures.

Organizational Leadership: Superintendent works collaboratively with the Board to develop a vision of 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 Sharpsville community. Superintendent additionally works to individually reflect upon his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

