

**SHARPSVILLE AREA SCHOOL DISTRICT**  
**Regular Meeting-Reconvened**  
**August 21, 2013**

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The regular meeting of the Sharpsville Area School Board originally scheduled in the Board Room at the Seventh Street Education Center on August 19 2013, at 7:00 p.m. reconvened on August 21, 2013 at 7:00 p.m. with Mr. Henwood presiding. The following members were present: David DeForest, Gary Grandy, Bill Henwood, Deneen Joseph, Tom Lapikas, John Napotnik, Patrick O'Connor, Janice Raykie, and Deanna Thomas.

Also present were Senior Business Manager/Board Secretary Jaime Roberts and Solicitor Robert Tesone.

**PERSONNEL REPORT**

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Chairman Deneen Joseph recommended the following action:

**RESOLUTION 11 OF 2013**

There was a motion by Mrs. Joseph, seconded by Dr. Thomas, to adopt Resolution 11 of 2013 stating that a vacancy exists in the position of Superintendent of Schools due to the recent resignation of Mr. Mark Ferrara, therefore, declaring an emergency such that a retiree of the Pennsylvania Public School System may be hired to serve as Interim Superintendent for a period of time as designated in law. A copy of the Resolution is attached to and a part of these minutes.

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

Opposed: None

Motion Carried.

**RESOLUTION 12 OF 2013**

There was a motion by Mrs. Joseph, seconded by Mr. DeForest, to adopt Resolution 12 of 2013 adopting a contract with Dr. Hendley Hoge as Interim Superintendent. A copy of the Resolution is attached to and a part of these minutes.

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

Opposed: None

Motion Carried.

**SIGNATURE AUTHORITY**

There was a motion by Mrs. Joseph, seconded by Mr. Napotnik, to approve Interim Superintendent Dr. Hendley Hoge for signature authority with First National Bank.

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

Opposed: None

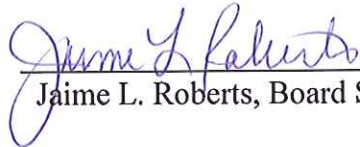
Motion Carried.

**MEETING ADJOURNED**

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There was a motion by Mr. DeForest, seconded by Mr. Grandy to adjourn the meeting.

The meeting adjourned at 7:30 p.m.

  
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Jaime L. Roberts, Board Secretary

## RESOLUTION 11 OF 2013

Whereas, a vacancy exists in the position of Superintendent of Schools due to the recent resignation of Mr. Mark Ferrara;

Whereas, the Pennsylvania Public School Code permits School Districts to hire an Interim Superintendent to serve on an interim basis for a period not to exceed one year;

Whereas, the Sharpsville Area School District is in the midst of a search for a permanent Superintendent, but finds it impracticable to immediately fill such position;

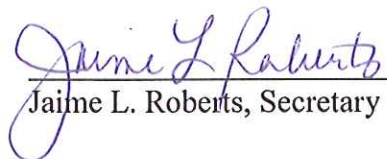
Whereas, there is a shortage of appropriate certified personnel eligible for appointment as Acting Superintendent of the School District and the candidate pool is limited to retirees of the Pennsylvania Public School System;

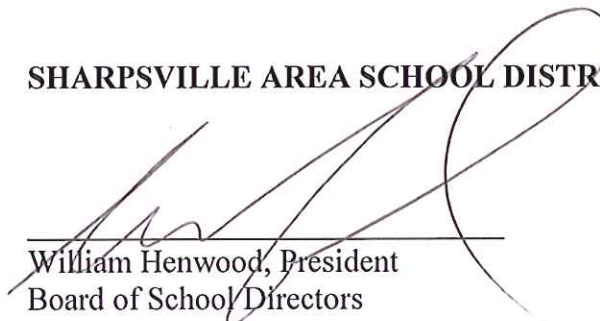
Now, therefore, the Sharpsville Area School District hereby declares an emergency such that a retiree of the Pennsylvania Public School System may be hired to serve as Interim Superintendent of the Sharpsville Area School District for a period of time as designated by law.

Duly Adopted by the Board of School Directors of the Sharpsville Area School District, this 21<sup>st</sup> day of August, 2013.

ATTEST

SHARPSVILLE AREA SCHOOL DISTRICT

  
\_\_\_\_\_  
Jaime L. Roberts, Secretary

  
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William Henwood, President  
Board of School Directors

(SEAL)



**SHARPSVILLE AREA SCHOOL DISTRICT  
RESOLUTION No. 12 of 2013**

**AN RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE SHARPSVILLE AREA SCHOOL DISTRICT DECLARING AN EMERGENCY DUE TO THE RECENT UNEXPECTED RESIGNATION OF ITS SUPERINTENDENT OF SCHOOLS; AUTHORIZING THE HIRING OF A TEMPORARY SUPERINTENDENT TO SERVE ON AN INTERIM BASIS FOR A PERIOD NOT TO EXCEED ONE (1) YEAR; ADOPTING THE INTERIM SUPERINTENDENT AGREEMENT BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE SHARPSVILLE AREA SCHOOL DISTRICT AND HENDLEY HOGE, ED.D., ESTABLISHING THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE INTERIM SUPERINTENDENT; AND AUTHORIZING BOARD PRESIDENT AND SECRETARY TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION.**

WHEREAS, a vacancy exists in the position of Superintendent of Schools due to the recent resignation of Superintendent Mr. Mark Ferrara;

WHEREAS, the start of the 2013-2014 school year is imminent;

WHEREAS, the Pennsylvania Public School Code permits school districts to hire a temporary Superintendent to serve on an interim basis for a period not to exceed one (1) year;

WHEREAS, the Sharpsville Area School District is in the midst of a search for a permanent Superintendent, but finds it impracticable to immediately fill such position; and

WHEREAS, there is a shortage of appropriate certified personnel eligible for appointment as Acting Superintendent of the School District and the candidate pool is limited to retirees of the Pennsylvania Public School System.

**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. Due to the unexpected resignation of Mark Ferrara as Superintendent of the Sharpsville Area School District and the fast approaching beginning of the 2013-2014 school year, the School Board of the Sharpsville Area School District hereby declares an emergency and authorizes the hiring of a retiree of the Pennsylvania Public School System to serve as Interim Superintendent of the Sharpsville Area School District for a period of time as designated by law.

2. The Board hereby elects Hendley Hoge, Ed.D., a duly commissioned District Superintendent, to serve as Interim Superintendent.

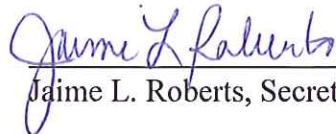
3. The Board adopts and ratifies the terms and provisions contained in the Interim Superintendent Agreement between the Board and Hendley Hoge, Ed.D., and agrees to be bound by the terms thereof. A copy of said Agreement being attached hereto and made a part hereof.

4. 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.

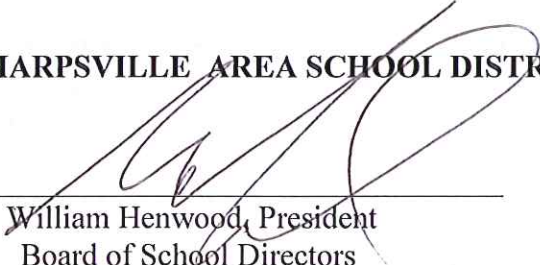
4. This Resolution shall become effective upon adoption by the Board and execution of the Interim Superintendent Agreement by Hendley Hoge, Ed.D.

**DULY ADOPTED**, by the Board of School Directors of the Sharpville Area School District, this 21st day of August, 2013.

**ATTEST**

  
Jaime L. Roberts, Secretary

**SHARPSVILLE AREA SCHOOL DISTRICT**

By   
William Henwood, President  
Board of School Directors

(SEAL)

## AGREEMENT

This Agreement entered into on this 21<sup>st</sup> day of August, 2013, by and between:

**SHARPSVILLE AREA SCHOOL DISTRICT**, 701 Pierce Avenue, Sharpsville, Pennsylvania, 16150, hereinafter referred to as the “**District**”.

**AND**

**Hendley D. Hoge, Ed. D.**, a duly commissioned District Superintendent, who resides a 742 Delaware Trail, Mercer, Pennsylvania 16137, hereinafter referred to as “**Interim Superintendent**”.

**1. Duties:** The Interim Superintendent agrees, during the period of the Contract, to faithfully perform his duties and obligations in such capacity for the Sharpsville Area School District including, but not limited to, those duties required by Pennsylvania Public School Code and those set forth in the policies of the District. He will act as an advisor to the Board on matters pertaining to the school administration of the District, and he will inform the Board of significant administrative action taken on its behalf. The Interim Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the District.

The Interim Superintendent further agrees:

(a) That he possesses all of the qualifications that are required by law to serve in the capacity of Interim Superintendent; and

(b) To maintain throughout the term of this Contract all legal credentials as may be required by law and to present the same to the Board;

(c) To subscribe to and take the proper oath of office as required by Section 1004 of the Public School Code;

(d) To devote his time, skill, labor and attention to his employment with the District during the term of this Contract, provided, however, that the Interim Superintendent, by mutual agreement with the Board and as allowed by law, may undertake and be compensated for consultative work, speaking engagements, writing, lecturing, adjunct teaching or other professional activities, so long as such activities do not interfere with the discharge of his duties as Interim Superintendent;

(e) That he does not and will not have, during the term of this Agreement, any financial interest, direct or indirect, in the sale or adoption of any book or books, or the sale to or lease by the District of any supplies or equipment; and

(f) That he has not violated the provisions of the Pennsylvania Public School Code as they apply to the qualifications for or election of Interim Superintendent.

(g) Provide services to the District in the capacity of Acting Superintendent of Schools in the following areas:

- I. Formulating policies for staff, students, and educational programs.

- ii. Preparing agendas for board and committee meetings and attend those meetings as an Interim Superintendent.
- iii. Preparing information supplied to members of the Board.
- iv. Directing, preparing and presenting the school budget and overseeing financial operations including debt service, expenditures, cost analysis and budgetary control.
- v. Investment of District funds.
- vi. Human resources management.
- vii. Buildings and grounds, construction, renovation, and operation of the physically plant.
- viii. Negotiation and interpretation of employee contracts, including handling grievances.
- ix. Maintaining procedure for securing bids for materials and supplies.
- x. Determining school delays and cancellations due to inclement weather and other problems.
- xi. Public relations.
- xii. Being physically present in the District buildings during those days.
- xiii. Attending all District Board meetings and functions as superintendent, with the exception of Board committee meetings, athletic events, open houses, or concerts.
- xiv. Such other areas as may be required by the Board from the Acting Superintendent.

2. **Principal Contact.** The Interim Superintendent's Principal contacts at the District shall be the Business Manager and the President of School Board.

3. **Term of Agreement.** This Agreement shall begin on the 3<sup>rd</sup> day of September, 2013, and shall end upon the date that the newly elected Superintendent of Schools assumes his position. However, this Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail or personal delivery. Further, this Agreement shall automatically cease upon the death or disability of the Interim Superintendent.

The Interim Superintendent acknowledges that he will not apply to take an academic or medical sabbatical during the term of the Contract.

4. **Time Devoted by Interim Superintendent.** It is anticipated that the Interim Superintendent will spend five days per week during the normal school day/week in fulfilling his obligations under this contract. The particular amount of time may vary from day to day or week to week.



The Interim Superintendent will attend regular, special and workshop meetings of the Board of School Directors each month and Committee and other meetings as necessary and as called upon by the Board.

5. **Place Where Services Will Be Rendered.** The Interim Superintendent will perform most services in accordance with the contract at the administrative offices of the District at 701 Pierce Avenue, Sharpsville, PA and at the schools operated by the District, or at such other places designated by the District to perform services in accordance with this Agreement.

6. **Payment to Interim Superintendent.** The fee for the Interim Superintendent's services shall be Five Hundred and No/100ths Dollars (\$500.00) per day worked, based upon a normal work week of five (5) days per week payable on a monthly basis in accordance with the prevailing payroll schedule for SASD administrators subject to applicable tax withholdings and other withholdings required by law. Any expenses incurred shall be the responsibility of the Interim Superintendent, unless specifically approved for payment by the School Board. The Interim Superintendent shall be entitled to mileage for travel to necessary meetings outside of the District, such as meetings at the Intermediate Unit, PDE, etc., pursuant to the District policy. The Interim Superintendent shall not be entitled to any fringe or other benefits, including retirement benefits, medical and insurance benefits, and sick and vacation days. The Interim Superintendent is solely responsible for meeting all of his insurance needs.

In the event that, with or without cause, the District provides Interim Superintendent with written notice of termination pursuant to Paragraph 3 herein, the District shall pay the Interim Superintendent his daily rate for only those days that work was performed prior to such termination.

In the event that Interim Superintendent provides District with written notice of termination pursuant to Paragraph 3 herein, the District shall pay Interim Superintendent his daily rate for only those days that work was performed prior to such termination.

7. **Employment Relationship.** The District and the Interim Superintendent agree that the Interim Superintendent will act as an independent contractor in the performance of his duties under this Agreement. However, the parties agree that payment to the Interim Superintendent for services rendered shall be at the daily rate set forth above in Paragraph 6, and shall be paid in accordance with the prevailing payroll schedule for SASD administrators subject to applicable tax withholdings and other withholdings required by law.

8. **Indemnification.** The Interim Superintendent hereby agrees to indemnify and hold the District harmless for any claim (including, but not limited to, claims for personal injury, damage to property, and negligence) arising out of his activities or in connection with providing services outlined herein.

9. **PSERS Disclaimer.** The Interim Superintendent understands that his engagement as an Interim Superintendent under this Agreement shall not entitle him to any service credit or retirement contribution under the Pennsylvania Public School Employees Retirement System (PSERS). Further, the Interim Superintendent understands that the District makes no representation regarding the Interim Superintendent's ability to earn fees under this Agreement while collecting retirement benefits under the PSERS; and the Interim Superintendent specifically waives any and all liability that the District may have and releases the District from any claims that the Interim Superintendent may have, now or in the future, as a result of any adverse impact this Agreement may have in regard to his retirement through PSERS.

10. **No Conflicts.** The Interim Superintendent certifies that he is not currently under any outstanding agreement or obligation which conflicts with or prevents him from performing services under this Agreement, and that this Agreement does not constitute a breach of any obligation he has to a third party. He further agrees not to enter into any such conflicting agreement during the term of this Agreement.

11. **Severability.** In the event that any section, paragraph or term of this Agreement shall be determined to be invalid or unenforceable by any competent tribunal for any reason, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect and if any section, paragraph, or term of this Agreement is adjudged to any extent to be invalid or unenforceable by any competent tribunal, such section, paragraph, or term will be deemed modified to the extent necessary to make it enforceable.

12. **Statutory References and Governing Law.**

All references to the School Code contained herein shall refer to the Pennsylvania Public School Code of 1949 and shall also refer to and incorporate any amendment or re-codification of such Code. This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania in effect as of the date of execution of this Contract.

13. **Saving Clause.**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by Federal or State law, then the remainder of this Contract shall nevertheless remain in full force and effect.

14. **Complete Agreement.** This Agreement contains the entire agreement between the parties in respect to the subject matter hereof and supersedes any and all other agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any of the parties.

15. **Modification.**

Notwithstanding any term or provision contained within this Agreement or elsewhere, oral or written, this Agreement shall not be modified except in a writing signed by the Interim Superintendent, executed by the School Board President, and attested by the School Board Secretary.

16. **Notices and Binding Effect.**

Any notice required by this Contract shall be effective if mailed to the other party at the Administrative Offices of the School District, and shall be effective as of the date of mailing. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

17. **Headings.** The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

18. **Legal Counsel.** The Interim Superintendent agrees that he had the benefit of his own legal counsel in regard to the drafting, negotiation and execution of this Agreement, and that Robert J. Tesone, Esquire, as District Solicitor represented the interests of the District and did not serve as counsel for the Interim Superintendent in regard to this matter.

IN WITNESS WHEREOF, we have set our hands and seals on the date first listed above and as duly authorized to enter into this Agreement.

**Witness:**

Phonda Baker

**Interim Superintendent:**

Hendley D. Hoge  
Hendley D. Hoge, Ed. D., Individually

**Attest:**

Jaime Roberts  
Jaime Roberts, Secretary

**Sharpshville Area School District**

By: William Henwood  
William Henwood, President

