

MIDD-WEST SCHOOL DISTRICT

EMPLOYMENT AGREEMENT FOR SUPERINTENDENT OF SCHOOLS

ARTICLE I - AGREEMENT

THIS AGREEMENT is made and entered into as of this 9th day of June 2014 by and between the Board of School Directors of the Midd-West School District (hereinafter referred to as the "Board") with offices located at 568 East Main Street, Middleburg, Pennsylvania, 17842-1295 and Richard J. Musselman (hereinafter referred to as "Superintendent" or "Mr. Musselman"), 7634 Route 235, Thompsontown, Pennsylvania 17094.

ARTICLE II - PREAMBLE

WHEREAS, the Board, in the consideration of the promises herein contained, at a regularly scheduled meeting duly and properly called on the 9<sup>th</sup> day of June 2014, has appointed the Superintendent in accordance with the Pennsylvania Public School Code of 1949 (the "School Code").

WHEREAS, Mr. Musselman hereby accepts said employment as Superintendent of schools of the Midd-West School District for a term of five years.

WHEREAS, the parties have agreed upon certain terms and conditions of employment and have reduced the terms and conditions to writing.

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

ARTICLE III - DURATION AND ACCEPTANCE OF AGREEMENT

- 3.01 The Board does hereby employ Mr. Musselman in the capacity of Superintendent of the School District for a term of five (5) years commencing on July 1, 2014 and ending no later than June 30, 2019; Mr. Musselman agrees to accept said employment for such term.
- 3.02 This Agreement shall terminate immediately upon the expiration of the term: (1) unless earlier terminated by agreement of the parties; (2) unless earlier terminated in accordance with Article VII; (3) unless earlier terminated pursuant to the provisions of the Pennsylvania School Code; or (4) it is allowed to renew automatically pursuant to the terms of section 1073(b) of the School Code.

#### **ARTICLE IV - RESPONSIBILITIES OF THE SUPERINTENDENT**

- 4.01 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.
- 4.02 Superintendent is also responsible for all duties specifically enumerated in the job description set forth in 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.
- 4.03 The Superintendent shall furnish recommendations to the Board on all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the Board.
- 4.04 Administration of the affairs of the School District, including but not limited to programs, personnel, and business management, will be the responsibility of the Superintendent, and duties and responsibilities thereof will be performed and discharged by him or by his staff under his direction in accordance with the provisions of the School Code and the policies of the Board.
- 4.05 Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board in accordance with applicable law, but shall not have the right to vote. Superintendent or his designee(s) shall 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 inform the Board as to administrative actions taken on its behalf.
- 4.06 The Superintendent shall prepare and update from time to time, for approval by the Board, an organization chart of the administration.
- 4.07 The Superintendent or his designee, in consultation with the Board President, shall be the official spokesperson for the District in providing information to the Board, District employees, the community and other outside groups/agencies on matters affecting the operation of the School District; however this provision is not intended to preclude the Board of School Directors or individual members in the context of their responsibilities as School Board Directors from addressing such issues.

- 4.08 The Superintendent, or his designee, shall direct the daily operation of the District schools by organizing, supervising and coordinating the School District staff.
- 4.09 Criticism, complaints, and suggestions called to the attention of the Board will be referred to the Superintendent for study, disposition, or recommendation as appropriate.
- 4.10 The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a superintendent of a public school district under the laws of the Commonwealth of Pennsylvania. The Superintendent further agrees to maintain, throughout the term of this Agreement, a valid and current commission or other legal credentials as may be required by law and to present the same to the Board. The Superintendent further agrees to devote his entire time, skill, labor, and attention to his employment during the term of this Agreement provided, however, that the Superintendent, with prior consultation with and permission from the Board and as allowable under statute, may undertake consultative work, speaking engagements, writing, lecturing, or other professional activities and obligations which do not interfere with the performance of his duties. Any activities for which the Superintendent receives compensation shall be conducted during time when he is not being compensated by the District.

#### **ARTICLE V - SUPERINTENDENT EVALUATION AND OBJECTIVE PERFORMANCE STANDARDS AND ASSESSMENT**

- 5.01 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:

*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, 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 his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

- 5.02 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.
- 5.03 The Board shall evaluate the Superintendent annually 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 written performance assessment will be conducted no later than May 31st. Following each evaluation, the District will post on its website information as to whether the Superintendent met the objective performance standards.
- 5.04 The evaluation instrument will be developed by the Board in consultation with the Superintendent. The evaluation shall contain the following performance ratings: Distinguished, Proficient, Needs Improvement, and Failing.

## **ARTICLE VI – TOTAL COMPENSATION AND BENEFITS**

### **SALARY**

- 6.01 For the period, July 1, 2014 to June 30, 2015, the Board agrees to compensate the Superintendent the annualized amount of \$122,000 to be paid in equal installments in accordance with the policy of the Board governing salary payments to other professional employees of the District.
- 6.02 Annual increases over the previous year's base salary will be at the discretion of the board in consideration of the Superintendent's performance and goals. This amount shall be no less than 2.5%.
- 6.03 Salary increases under paragraph 6.02 will only be awarded based on an overall performance evaluation of "Proficient", "Distinguished" or "Needs Improvement" in all categories, as averaged numerically from all evaluations received from Board Members submitting an evaluation. Where Superintendent receives two consecutive ratings of "Needs Improvement" or one "unsatisfactory" evaluation, the Board shall have the discretion as to any increase in Superintendent's salary.

**ADDITIONAL BENEFITS**

- 6.04 The Superintendent shall receive all benefits not otherwise enumerated in this Agreement, provided to administrative personnel of the School District, as set forth in the Administrative Compensation & Benefit Program (Act 93 Agreement) which is incorporated herein as if fully set forth.
- 6.05 The Superintendent shall receive group term life insurance in the amount of \$200,000.
- 6.06 The Superintendent will be allowed to transfer up to thirty five (35) sick days from the school district that he was previously employed with provided those days were not cashed out in the previous district.
- 6.07 The Superintendent shall be granted twenty five (25) vacation days, annually, all of which shall be available to the Superintendent as of July 1, 2014 and July 1 of each year thereafter. He may carry over up to ten (10) unused vacation days from any year to the next and no more. The Superintendent may accumulate vacation days up to a maximum of thirty five (35) days. If after 10 days are transferred, there are still unused vacation days remaining up to a maximum of five (5) days may be converted to sick days. The Superintendent, in conjunction with the District Office and Business Manager, shall be responsible for maintaining written documentation of the Superintendent's earned and accrued vacation days

- 6.08 The Board will contribute on an annual basis an amount equal \$3,000 to a tax-deferred annuity selected by and held by the Superintendent, paid in monthly installments.

At the request of the Superintendent, and in accordance with applicable federal and state statutes and regulations, the District shall withhold and transfer an amount of salary monthly, said amount to be determined by the Superintendent, permitting the Superintendent to participate in a tax deferred annuity program of his choosing or in such program, if any, as has previously been approved by the School District for participation, by other professional staff in the district.

- 6.09 The Superintendent is authorized to incur reasonable professional expenses, within Board approved budgetary allotments for the Superintendent's office, in the discharge of his duties, including but not limited to, expenses for travel, meals and lodging, professional association and civic organization dues and fees, attendance at professional conferences and meetings on national, state and local levels and similar items related to his employment. The Board shall pay or reimburse the Superintendent for all such expenses upon presentation of an account of such expenditures and documentation of same.

## **ARTICLE VII - SEPARATION FROM EMPLOYMENT**

### **TERMINATION**

- 7.01 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 be terminated, with no additional benefits provided.
- 7.02 The Board shall give the Superintendent ample notice if it decides not to reappoint the Superintendent. To this end, the Board shall notify the Superintendent, in writing, no later than 182 calendar days prior to the end of this Agreement of its intent not to reappoint him. The Superintendent must call to the attention and advise the Board President and Director of Human Resources of his desire to be reappointed and of the 182 day deadline, as set forth above, in writing 200 calendar days prior to the end of this Agreement.
- 7.03 The parties intend that this Agreement shall continue for its full duration. However, the Superintendent may resign from his position as Superintendent provided that he advise the Board, in writing, at least 90 calendar days in advance of his proposed termination date. Notwithstanding the preceding, if Superintendent's proposed resignation is due to a serious health condition not reasonably expected to improve, a physical or mental

disability, or a similar unanticipated event that affects his ability to perform under this Agreement, then at the discretion of the Board the 90 day notice period can be waived.

#### **ARTICLE VIII - OTHER CONTRACTUAL TERMS**

- 8.01 All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendments to such Act or to any recodification of such Act. All references to the Administrative Compensation Plan shall refer to any amendments made by the Board during the term of this Agreement.
- 8.02 Modification of Agreement - Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in writing signed by the Superintendent and approved by the Board, and executed by an authorized officer of the Board.
- 8.03 The Board agrees that it shall provide or cause to be provided legal counsel, defend, indemnify and hold harmless the Superintendent from any and all complaints, demands claims, suits, actions, judgments and legal proceedings whatsoever brought against Superintendent in his individual capacity which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board or in his official capacity as agent and employee of the Board, or any other allegation of negligence or other conduct resulting in bodily injury or other injury to any person or damage to the property of any person, which arose while the Superintendent was acting within the scope of his employment or at the direction of the Board; provided that the above provision shall not apply to discipline or discharge proceedings by the Board, nor shall Board's provision of legal counsel constitute an admission of Board or School District liability for the action(s) of the Superintendent complained of.
- 8.04 The Superintendent shall not have the right to assign any consideration he may receive pursuant to this Agreement and/or any right hereunder without the consent of the School Board, and this Agreement shall be binding upon the parties, their successors or assigns.
- 8.05 It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the provisions of the Pennsylvania School Code and the laws of the Commonwealth of Pennsylvania, and that this Agreement shall be construed accordingly.
- 8.06 If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

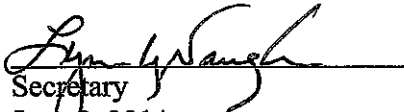
- 8.07 The Board on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.
- 8.08 Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.
- 8.09 The failure of any party to enforce at any time any of the provisions of this Agreement, or any rights in respect thereof; or the exercise of or failure to exercise by any party any rights or any of its elections herein provided, shall in no way be considered to be a waiver of such provisions, rights, or elections in the future or in any way to affect validity of this Agreement.
- 8.10 This Agreement shall be construed, governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.
- 8.11 This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof. Each of these parties has entered into this Agreement in reliance upon only the provisions contained herein and not upon any external representations by any party. This Agreement may be amended only by a written instrument executed by these parties.




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

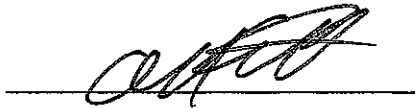
ATTEST:


MIDD-WEST SCHOOL DISTRICT

  
Secretary  
June 9, 2014

  
President of the Board  
Victor L. Abate  
June 9, 2014

WITNESS:



  
Superintendent  
Richard J. Musselman  
June 9, 2014

# EXHIBIT “A”

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**Title:** Superintendent

**Qualifications:**

1. Relevant prior experience
2. Pennsylvania Letter of Eligibility
3. Doctorate Degree
4. Record of high academic performance

**Reports to:** Board of School Directors

**Supervises:** All administrative and supervisory personnel in the district

**Job Function:** To inspire, lead, guide and direct every member of the administrative, instructional and supportive service teams in setting and achieving the highest standard of excellence so that each individual student enrolled in our district may be provided with a complete, valuable, meaningful and personally rewarding education.

Further, to oversee and administer the use of all district facilities, property and funds with a maximum of efficiency and an ever-present, overriding concern for their impact upon each individual student's education.

**Responsibilities:**

1. Attends and participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.
2. Serves as ex officio member of committees.
3. Administers as chief school executive, the development and maintenance of a positive educational program designed to meet the needs of the community and to carry out the policies of the Board.
4. Advises the Board on the need for new or revised policies and sees that all policies of the Board are implemented.
5. Prepares and submits to the Board recommendations relative to all matters requiring Board actions, placing before the Board such necessary and helpful facts, information and reports as needed to ensure the making of informed decisions.
6. Acts on own discretion if emergency action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as possible, and recommends policy in order to provide guidance in the future.
7. Reports to the Board such matters as deemed material to the understanding and proper management of the schools, or as Board may request.

8. Makes all administrative decisions within the school necessary to the proper function of the school district.
9. Makes such rules and gives such instructions to school employees and students as may be necessary to implement Board policy.
10. Delegates at own discretion to other employees of the Board the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the superintendent of final responsibility for the action taken under such delegation.
11. Formulates school objectives, policies, plans and programs; prepares (or causes to be prepared) and presents facts and explanations necessary to assist the Board in its duty of legislation for the schools.
12. Recommends to the Board for its adoption; all courses of study, curriculum guides and major changes in texts and time schedules to be used in the schools.
13. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communication to be made to the Board.
14. Assists the Board in employee negotiations.
15. Secures and nominates for employment the best qualified and most competent employees.
16. Assigns and transfers employees as the interest of the district may dictate and reports such action to the Board for information and record.
17. Recommends to the Board for final action; the promotion, salary changes, demotion or dismissal of any employee.
18. Directs the preparation of the annual budget by the Board and administers the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted Board policies.
19. Represents the district in its dealing with other school systems, institutions, agencies and community organizations.
20. Keeps informed of modern educational thought and practices by advanced study, by visiting school systems elsewhere, by attending educational conferences and by other appropriate means and keeps the Board informed of trends in education.
21. Represents the schools before the public, and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs and successes of the schools.
22. Confers periodically with professional and lay groups concerning the school program and transmits to the Board suggestions gained from such conferences.
23. Performs such other tasks as may, from time to time, be assigned by the Board.