

AGREEMENT

THIS AGREEMENT made this 4th day of November, 2021 by and between **BOARD OF EDUCATION OF THE PLEASANT VALLEY SCHOOL DISTRICT**, a Pennsylvania school district, with its principal offices located at 2233 Route 115, Brodheadsville, PA 18322 (hereinafter referred to as “District” “School District” or “Board”) and **DR. JAMES R. KONRAD** (hereinafter referred to as “Dr. Konrad” or “Superintendent” or “District Superintendent”).

WITNESSETH:

WHEREAS, the Board by action dated November 4, 2021 has voted to elect Dr. James R. Konrad District Superintendent for the time period of five (5) years from his first day of employment, no later than January 10, 2022, for a period of five years from his first day of employment.

WHEREAS, the Board desires to provide Dr. Konrad with a written Employment Agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational program; and (2) to comply with the employment agreement provisions of Article 10 of the Pennsylvania Public School Code of 1949, as amended (hereinafter referred to as the “Public School Code”); and

WHEREAS, the purpose of this Agreement is for the parties to set forth the understandings governing compensation, fringe benefits, and other terms and conditions of employment reached between District and Dr. Konrad.

NOW, THEREFORE, the Parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. **Term of District Superintendent.** In consideration of the promises herein contained, the Board has employed Dr. Konrad and Dr. Konrad hereby accepts said employment as Superintendent of the District for a term commencing on a date to be determined, but no later than January 10, 2022, and continuing for five years from his first day as District Superintendent (“Term”). The definite start date of the Term of this Agreement shall be determined by mutual agreement in writing of the Board President and Dr. Konrad based upon his release from his current school district employer. This Agreement shall terminate immediately upon the expiration of the aforesaid Term unless the Agreement is modified or terminated in accordance with this Agreement or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code.

2. **Initial Annual Salary Compensation.** Effective upon his first day in office as Superintendent, Dr. Konrad’s base annual salary as Superintendent shall be One Hundred Seventy Thousand Dollars (\$170,000.00), prorated for the remainder of the 2021-2022 school year. Such salary shall be payable monthly or semi-monthly, in accordance with the policies and procedures of the District’s Business Department, less necessary withholdings and deductions required by law. Dr. Konrad’s salary shall be reviewed on or about June 30th of each year of this Agreement.

3. **Compensation Adjustments.** Dr. Konrad shall receive a base salary increase in the amount of not less than two percent (2%) and no more than three and one-half percent (3.5%) of his then current annual salary effective July 1st of the 2022-2023 fiscal year, 2023-2024 fiscal year, 2024-2025 fiscal year, 2025-2026 and the 2026-2027 fiscal year of this Agreement. Such level of salary increase noted herein shall be at the discretion of the Board and shall require the Superintendent to receive a Satisfactory/Proficient rating (or higher rating) on his annual

evaluation for the immediately preceding school year. In the event the Superintendent receives a Needs Improvement or an Unsatisfactory/Failing rating on his evaluation the Superintendent's salary shall be frozen at that year's level. The Superintendent shall be evaluated for the time period of January 1, 2022 until June 30, 2022 for purposes of any applicable increase for the 2022-2023 fiscal year.

(a) Additionally, and notwithstanding the adjustment provision noted above, the Board reserves the right to increase Dr. Konrad's annual salary adjustment at its sole discretion over and above the increases noted under this Section. This may come in the form of a bonus or additional monies added to the base salary of the Superintendent.

(b) In addition to the compensation noted herein, the Superintendent shall receive a longevity bonus in the amount of Two Thousand Dollars (\$2,000.00) in the event he continues to be employed as Superintendent of Schools as of January 1, 2024. The Superintendent shall be eligible for an additional longevity bonus of Two Thousand Dollars (\$2,000.00) in the event he continues to be employed as Superintendent of Schools on January 1, 2026. The longevity bonuses herein shall be payable exclusively into the Superintendent's established 403(b) plan.

4. Performance Review.

(a) There shall be an annual evaluation meeting conducted in executive session, to be held on or before the 30th day of June each year of this Agreement, unless the parties mutually agree on another date for the evaluation meeting, commencing during the 2021-2022 school year, at which time the Board will provide the Superintendent with a written annual evaluation. The Superintendent shall be evaluated based upon objective performance standards, which may include the following: student achievement on Pennsylvania System of School

Assessment (“PSSA”) tests, Keystone Exams, or other measures that may be delineated by the Pennsylvania Department of Education; student growth as measured by Pennsylvania Value-Added Assessment System; student attrition and graduation rates; financial management of the District; overall job performance; successful completion or implementation of the Superintendent's professional goals jointly established by the Board and the Superintendent; and/or other additional criteria regarding School District operations that may jointly be agreed upon by the Superintendent and the Board.

(b) The Board and Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix “A” and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Agreement unless another date is mutually agreed upon by the Board and District Superintendent. For purposes of the 2021-2022 school year only, the parties mutually agree to meet no later than 30 days following Dr. Konrad’s first day as Superintendent to review the performance standards herein and update them as may be decided by the parties. The following provisions shall apply to the Superintendent's annual evaluation process:

(i) The mutually agreed-upon objective performance standards for the assessment of the Superintendent's performance for each school year shall be publicly posted on the District's official website, as required by law;

(ii) A copy of the evaluation tool utilized by the Board is attached hereto as Appendix “B”;

(iii) Evaluation procedures shall be in accordance with the School Code and State Board of Education regulations;

(iv) A copy of the written evaluation shall be delivered to the Superintendent at the executive session by the President of the Board;

(v) The Superintendent shall have the right to respond in writing to the evaluation and request an opportunity to appear before the Board in a closed executive session;

(vi) The written evaluation and response shall be held in strict confidence between the Board and the Superintendent, and in no manner shall be permitted to be disseminated to the general public by any member of the Board or by any District employee;

(vii) After completion of the Superintendent's evaluation for a particular school year, the Board shall post on the District's official website the date on which the evaluation was completed and whether the Superintendent satisfied the agreed objective performance standards identified in Paragraph 4.b., as required by law; and

5. Benefits Package.

(a) Unless otherwise specified in this Agreement, Dr. Konrad shall receive all of the benefits provided in the fringe benefit program as is applicable and made available to the District's Principals, Assistant Principals, Directors, and/or Supervisors set forth in the District's Act 93 Administrator Compensation Plan adopted pursuant to Section 11-1164 of the Public School Code, as amended ("Act 93 Plan") that is in effect on the date of this Agreement, a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "A". Dr. Konrad's eligibility for benefits under the District's Act 93 Plan shall be consistent with the terms of the Act 93 Plan except as otherwise set forth in this Agreement. Should the Act 93 Plan be amended, the fringe benefits contained in the amended Act 93 Plan shall be applicable to Dr.

Konrad as of the effective date of the amendment, unless otherwise stated in this Agreement. To the extent there is any inconsistency or conflict between the benefits specified in this Agreement and the benefits provided through the District's Act 93 Plan, the Superintendent shall receive the benefit most advantageous to the Superintendent. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent as may be agreed to by the parties. The parties further agree, Dr. Konrad shall not be eligible for a salary adjustment as the result of his attainment of a doctoral degree.

(b) In consideration for the Superintendent's waiver of healthcare on behalf of himself, his spouse and dependents, the District shall provide for a monthly payment of Five Hundred Dollars (\$500.00) into the Superintendent's 403(b) plan. In the event the Superintendent elects to go onto the District's healthcare plan, payment herein shall cease.

(c) The District Superintendent shall be credited on the first day of the Term of this Agreement with up to thirty five (35) days of unused sick leave from his former School District employer. In addition, the District Superintendent shall receive fifteen (15) days of sick leave with full pay each year of this Agreement, which shall be prorated (i.e., he will receive up to nine (9) days of sick leave depending on his official start date) on the first day of the Term of this Agreement for the first partial contract year. Sick leave benefits and any post-employment payout of unused sick leave shall follow the Act 93 Plan.

(d) All leave benefits in the 2021-2022 school year shall be prorated.

(e) The District shall pay the full cost for all professional development courses and continuing education courses taken by District Superintendent during this Agreement provided that such courses are approved in advance by the Board.

6. Duties of the Superintendent of Schools.

(a) During the Term of this Agreement, the District Superintendent agrees to serve as Chief Administrator of the School District and Executive Officer for the Board, and to perform the duties of the District Superintendent in a competent and professional manner to the best of his abilities in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of District Superintendent (attached and incorporated into this Agreement as Appendix “C”), the policies of the District and the provisions of this Agreement.

(b) The District Superintendent shall be charged with the administration of the schools under the direction of the Board. The District Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

- Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board with ultimate responsibility for the execution of these programs and policies.
- Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
- Keeping the Board informed by written and oral reports as to the operation and needs of the District.
- Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.
- Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff.
- Arranging for the systematic evaluation of District staff by responsible administrators.
- Recommending the employment of, assigning, and supervising the work of all District employees. Recommending promotion, salary changes, demotion or discharge of any District employee rendering unsatisfactory service.

- Establishing internal administrative operational procedures, rules and regulations relating to personnel, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the District's comprehensive plan and the Board's goals for the District.
- Communicating directly, or through delegation, all personnel actions by the Board to all employees as appropriate and receiving from employees communication to be made to the Board.
- Ensuring that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and making recommendations to the Board for the improvement of curriculum.
- Recommending to the Board any major changes in texts and time schedules to be used in District schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget.
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- Maintaining, directly or through delegation, adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.
- Interpreting and/or supervising the implementation of all federal and state laws relevant to education.
- Other professional duties assigned by the Board and in accordance with law.

(c) The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent. 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. Further, nothing herein shall otherwise preclude Board Members from contacting staff in the event of an investigation of the Superintendent or as part of their official role as an Officer of the Board or a Chairperson of a Board Committee.

7. **Technology.** Dr. Konrad shall be entitled to receive a Smartphone mobile phone device and a laptop computer with wireless capabilities to be used for official business purposes in accordance with District policy.

8. **Expense and Mileage Reimbursement.** The District shall fully reimburse the Superintendent for all reasonable expenses incurred by the Superintendent in the discharge of his duties, upon proper documentation submitted to the Business Manager of the District and approved by the Board President. This shall include reimbursement for mileage associated with the use of the Superintendent's private vehicle in the performance of the Superintendent's duties, which said reimbursement shall be based on the current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policy and procedures.

9. **Membership Dues, Fees, and Continuing Professional Development.** The District agrees to pay for membership dues, fees, and continuing professional development to

permit Dr. Konrad to have relevant and significant opportunities for professional development with organizations or entities that could provide Dr. Konrad with information and methodologies that will improve the quality of education in the District. These membership dues, fees, and continuing professional development opportunities shall include American Association of School Administrators, Pennsylvania Association of School Administrators, Association for Supervision and Curriculum Development, participation in community organizations, such as Rotary, Kiwanis, and such other organizations that the Board may preapprove. Notwithstanding the importance the District attaches to Dr. Konrad's participation in such professional development opportunities and involvement with professional organizations and study councils, it is understood that Dr. Konrad's engagement in these activities will not interfere with Dr. Konrad's ability to act as Superintendent of the District and the duties of the Superintendent of the District.

10. Post-Retirement Benefits. Dr. Konrad shall be eligible for any post-retirement benefits consistent with the Act 93 Plan.

11. Waiver of Right of Sabbatical Leave. The Superintendent waives any rights that he may have to a sabbatical leave pursuant to the Public School Code of 1949, as amended.

12. Loyalty and Outside Work or Opportunities. Dr. Konrad shall devote his time, attention, knowledge, and skills to the business and interests of the District. Superintendent may, however, undertake compensated or uncompensated consulting work, speaking engagements, adjunct teaching, and other professional services as set forth herein so long as: (1) such work does not materially interfere with the discharge of Superintendent's duties and responsibilities hereunder; and (2) Superintendent receives preapproval from the Board through the Board President to engage in such activities.

13. **Election as District Superintendent.** Dr. Konrad's election as District Superintendent is subject to the provisions of the Public School Code.

14. **Compensation Obligations.** The obligation of the District to compensate Dr. Konrad during the Term of this Agreement shall be subject to the provisions of law.

15. **Seat on the School Board.** Dr. Konrad shall have a seat on the Board and its committees and shall have the right to speak on all matters before them, but not to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District.

16. **Representation of the Superintendent.** Dr. Konrad represents that, at all times during the Term of this Agreement, he will have a duly issued and validated certificate to act as District Superintendent in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District, upon request. Dr. Konrad agrees to promptly notify District if the foregoing representation is no longer true and correct during any period during the Term of this Agreement. Further, Dr. Konrad shall provide any and all necessary state or federal background checks upon hire, including but not limited to Act 34, 151, and 114 clearances. Should clearances not be current and consistent with state regulation, Dr. Konrad shall submit to such clearances.

17. **Separation from Employment.** In the event that Dr. Konrad resigns or separates from his employment with District for any reason other than death, illness, disability, or retirement permanently from public school service in the Commonwealth of Pennsylvania, Dr. Konrad shall give the Board of the District at least ninety (90) days' written notice in advance of

his employment severance date. If this Agreement is terminated in this manner, the District shall timely pay and provide to Dr. Konrad all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages, Dr. Konrad earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation and termination of this Agreement plus any applicable post-employment and/or retirement benefits provided for in this Agreement. The failure of Dr. Konrad to give such required written notice in accordance with this provision shall cause Dr. Konrad to lose any entitlement to any unused vacation days, other payments, benefits, or any other entitlement to be paid upon employment separation whether it be through Board policy or pursuant to the Act 93 Plan.

18. Discharge and Termination. Dr. Konrad may be discharged, and this Agreement terminated, even during the Term of this Agreement, under Section 1080 of the Public School Code. The Board shall not arbitrarily or capriciously call for his dismissal and the Superintendent shall, in any event, have the right to written charges, notice of hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. The Superintendent shall have the right to be represented by counsel at his sole cost and expense. In the event that the Superintendent were to be discharged from employment, the Agreement shall be terminated with no additional compensation or benefits provided and no entitlement to payment for any accrued payments or accrued benefits.

19. Death During Employment. If Superintendent shall die during the Term of this Agreement, the Board shall pay to his surviving spouse or if no surviving spouse to the estate of Superintendent the compensation which otherwise would be payable to Superintendent up to the end of the month in which Superintendent's death occurs. Thereafter, the Board shall have no

further responsibilities hereunder, and this Agreement shall terminate automatically. Again, the provisions hereof shall not be deemed to affect any other benefits which may be available to Superintendent, including, but not limited to, those available under applicable retirement programs, health insurance, worker's compensation, or otherwise.

20. Disability.

(a) In the event the Superintendent becomes unable to perform the essential functions of his job, with or without reasonable accommodation in accordance with law, by reason of his physical or mental disability as said disability is defined by the Americans with Disabilities Act of 1990, as amended, and said disability continues for a period of more than six (6) calendar months inclusive of all sick or other usable leave to which the Superintendent is entitled under this Agreement or otherwise, the District may, at its discretion, request a health examination by a licensed physician mutually agreed to by the parties. If the consulting physician determines that the disability renders the Superintendent unable to perform the essential functions of his job with or without reasonable accommodation for the foreseeable future, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations contained herein shall terminate, except that life and health insurance benefits under this Agreement shall continue until the end of the applicable plan year or until such time as the Superintendent becomes otherwise employed and eligible for other substantially equivalent health and life insurance benefits by virtue of such employment. Notwithstanding any other provision of this Agreement, the District and Superintendent agree that is the express intention of the parties that the Superintendent and Board have not waived or in any way impaired each parties respective rights under the Americans with Disabilities Act, the Family

Medical Leave Act, the Pennsylvania Human Relations Act, the Public School Code, or any other applicable state or federal law.

21. Early Separation Options. The Board and Dr. Konrad may mutually agree in writing prior to the expiration of the Term of this Agreement to sever the Superintendent's employment. In the event this option is utilized the Board and Dr. Konrad shall mutually agree, in writing, the desire to utilize this section. In such event, the Board shall timely pay and provide the Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages, the Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the mutually agreed upon effective date of the termination of this Agreement plus any applicable post-employment and retirement benefits provided for in this Agreement and an additional severance package as follows:

(a) If there are more than six (6) months that remain in this Agreement, the severance package will be equal to six (6) months' salary. The amount would be calculated by dividing the then current annual base salary by two (2).

(b) If less than six (6) months remain in this Agreement, the Superintendent will be paid a severance package equal to the balance of the salary remaining in the Term of this Agreement.

Under no circumstances will the Board pay out to the Superintendent a severance package that exceed the sums set forth in Paragraph 21 (a) and (b) herein. Further, under no circumstances shall the Board pay out to the Superintendent under this section should his employment be terminated for cause pursuant to Section 1080 of the Public School Code.

22. Referrals to Superintendent. The Board, collectively or individually, shall use its best efforts to promptly refer to Superintendent all criticisms, complaints, and suggestions

called to their attention relative to Superintendent or the District for Superintendent's study and recommendation. This provision shall not be deemed to provide for the referral of matters to the Superintendent where the Board deems it inappropriate to do so. Failure to comply with this provision will not be a basis for finding a violation of this Agreement by the Board.

23. Provisions in Accordance with Public School Code. This Agreement shall not be in violation of any provisions of the Public School Code and shall be construed as containing and be read in conformity with all provisions of the Public School Code as it relates to the relationship between a "District" and its "Superintendent."

24. Compliance with Agreement. Dr. Konrad, the Board and District shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the Board and Dr. Konrad.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and may not be changed, amended, modified or superseded, except by written instrument executed by the parties hereto. This Agreement supersedes any and all other agreements between the parties hereto with respect to the subject matter hereof.

26. Execution and Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one instrument.

27. Possible Illegalities. If any one provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.

28. **Enforcement of Agreement.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

29. **Duty to Defend.** The District shall defend, hold harmless, and indemnify Dr. Konrad and his heirs against any civil actions, claims, suits, and/or other legal proceedings brought against Dr. Konrad, in his individual capacity and his official agent and employee capacity of the District, specifically as the result of Dr. Konrad's actions within the scope of his duties as Superintendent of the District, as well as the result of any official directive issued by the Board of the District. This section shall survive the Term of this Agreement.

30. **Reappointment.** Notice of intent to reappoint or not and any obligations thereunder shall be in accordance with the timeline and notice requirements of the Public School Code.

31. **Internal Revenue Code Section 409A Compliance.** This Agreement and its operation are intended to comply with Section 409A of the Internal Revenue Code to the extent such Internal Revenue Code section applies to any non-qualified deferred compensation paid hereunder. The District and Superintendent intend that this Agreement shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the regulations relating thereto so as not to subject the Superintendent to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. The provisions

of this Agreement shall be construed and interpreted in such a manner consistent with such good faith intent. Each payment and each installment described in this Agreement shall be considered a separate payment from each other payment or installment. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Internal Revenue Code. The District and the Superintendent shall cooperate in good faith to modify this Agreement as necessary to comply with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payment or benefit to the Superintendent under this Agreement. This obligation shall survive the termination of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF EDUCATION OF THE PLEASANT
VALLEY SCHOOL DISTRICT

Attest: Tammy A. Smale
Tammy Smale
Board Secretary

By: Donna Yozwiak
Donna Yozwiak
Board President

Witness: Charles M. Pearson
James R. Konrad

APPENDIX “A”

Agreed to per
email on
11/4/21
at 6:35pm





Dr. James R. Konrad

Proposed Objective Performance Standards

January 10, 2022 – June 30, 2022

Implement 100-day plan encompassing the following areas:

1 - Student Achievement

First 100 Days

- Collaborate with central office leadership team to examine academic trend data, review curricular resources, and scope and sequence aligned to PA state standards
- Review past professional development plans aligned to teaching and learning
- Collaborate with building administrators to understand their knowledge of curricular implementation within the classroom
- Understand building level common planning time and frequency
- Review common formative and summative assessments
- Review and discuss classroom walk-through evidence and trend data
- Visit each school and stop by every classroom
- Assess instructional technology usage and integration throughout the district
- Collaborate with union leadership teams
- Host small group staff meetings to begin working collaboratively with all staff members

2 – Organizational Structures and Procedures

First 100 Days

- Collaborate with Central Office staff to better understand organizational and operational functions and procedures
- Collaborate with Business Manager to review current district finances especially related to cyber charter school costs
- Collaborate with Special Education Director to review comprehensive student data
- Collaborate with Technology Coordinator/Cyber Academy & Network Administrator to discuss district technology infrastructure and PVCA's strengths and challenges
- Establish regular meetings with Directors of Food Services, Transportation, and Facilities & Operations to understand the structure of each department as well as the strengths and needs
- Understand internal and external communication flow
- Review board minutes for the past two school years
- Understand current district safety resources and procedures by visiting schools and meeting with safety teams
- Assess school climate programs in each school building
- Review district budget and purchase order requests for the past two years

3 – Board Relationships

First 100 Days

- Set up dinner meetings with groups of Board members to foster trust and transparency
- Learn names of key stakeholders in the community
- Collaborate with Board committees to discuss current successes and challenges within the committee
- Develop and implement strategies with the Board President for creating the Board agendas
- Review committee and Board minutes for meetings held over the previous two years


4 – Family and Community Engagement

First 100 Days

- Conduct Town Hall Meetings with parents and community members regarding my vision for Pleasant Valley School District
- Establish meetings with community agencies, district partners, and local businesses
- Establish monthly parent meetings
- Hold small group discussions with students
- Attend school events – athletics, performing arts, fine arts
- Review Public Relations strategies and community outreach methods

Provide a Board report before May 1st providing key findings, insights, and recommendations for the 4 areas listed above.

APPENDIX “B”

Agreed to per
email on
11/4/11
at
6:35 pm


Superintendent Evaluation Standards

Standard 1: Developing and Implementing Shared Vision, Goals and Annual Measurable Objectives

The superintendent collaborates with the board to develop district-wide goals and annual measurable objectives that support the district's comprehensive plan and promotes district success through the systematic implementation of effective strategies, and the monitoring and evaluation of progress. District-wide goals and annual measurable objectives are clearly defined with action steps and identified outcomes. The goals and objectives are calculated to advance the district's performance and/or reduce a gap or challenge faced by the district (including academic, fiscal, human resources and technology).

Standard 2: Student Growth and Achievement

The superintendent focuses on the academic growth and achievement of district students and uses multiple data sources for assessment. The superintendent implements research-based strategies and initiatives to develop, support, monitor and evaluate district curriculum, assessment systems, programs, and services to support student growth and achievement.

Standard 3: Governance and Administration

The superintendent consistently collaborates with the board to establish policies and procedures that promote effective relationships between the superintendent and the board, as well as high-quality education for all students. The superintendent understands the difference between public school governance and administration and demonstrates the ability to implement policy through the administrative role.

Standard 4: Effective Management: District Operations

The superintendent consistently leads, monitors, and evaluates the management of operations to ensure that organizational resources are managed efficiently and effectively. The superintendent ensures that fiscal and technological resources are allocated appropriately. The superintendent also ensures that organizational time is aligned with the support of effective district operations.


Standard 5: Effective Management: Personnel

The superintendent implements and recommends improvements to the district's professional development plan. The superintendent also ensures that professional and support staff are equipped with resources and training to support quality instruction and student learning.

Evaluation Standards Rating Rubric

Distinguished	Proficient	Needs Improvement	Failing
Substantial evidence exists of achievement to the standard.	Consistent evidence exists of achievement to the standard.	Some evidence exists of achievement to the standard.	Little to no evidence exists of achievement to the standard.
Actions always result in key performance indicators.	Actions consistently result in key performance indicators.	Actions moderately result in key performance indicators.	Actions rarely result in key performance indicators.

APPENDIX “C”

Agreed to
per email
on
4/9/11
at 6:35 pm


PLEASANT VALLEY SCHOOL DISTRICT
Brodheadsville, PA 18322

POSITION DESCRIPTION

POSITION: Superintendent

REPORTS DIRECTLY TO: Board of Education (Board)

PURPOSE: To act as the school district's chief school administrative officer who oversees and administers the use of all facilities, property and funds in the best interests of students and the school district and who is responsible for the effective operation of the school district; for effectively interfacing with the school district's internal and external publics; for the general administration of all instructional and non-instructional student programs, business management and other operations of the school district; for informing, advising, and making recommendations to the Board regarding school district activities, operations, and issues; and for effectively carrying out his/her duties pursuant to the PA School Code and all pertinent laws and regulations of the United States, the Commonwealth of Pennsylvania, and the policies, rules regulations of the school district.

FUNCTIONS:

1. Follows all laws, Board Policies, regulations, rules and procedures, and complies with the instructions and/or directives from his/her supervisor(s).
2. Provides instructional leadership for staff in planning, implementing, and evaluating the instructional and non-instructional programs.
3. Oversees and collaborates with supervisors, district-wide administrators, building administrators, department chairpersons, curriculum leaders, and other professional and/or support staff to implement all aspects of the school district's instructional and non-instructional programs and school district operations and activities.
4. Supervises the overall educational program in conjunction with other applicable administrative personnel, rendering guidance and advice as needed.
5. Directs the operations and activities of administrators, seeing that they effectively guide and coordinate the operations and activities of the school district and securing their assistance in formulating necessary programs and/or plans of action.
6. Schedules and conducts meetings of applicable administrative and supervisory staff as needed to coordinate the improvement of the school district's instructional and non-instructional programs and school district operations and activities.

7. Provides the Board of Education with adequate materials, summary information, and reports relative to school district programs, operations, activities, events, and issues.
8. Helps to enforce all provisions of law and all rules and regulations relating to the management of the schools and other educational, social, and recreational activities under the direction of the Board.
9. Keeps the Board informed of the condition of the school district's educational system, assuring effective communication between the Board and the staff of the school district by acting as a conduit for such.
10. Prepares the agenda for Board meetings in consultation with the President of the Board.
11. Acts as source of reference for the Board and for problems brought to the Board.
12. As is warranted, prepares and submits recommendations to the Board relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to help ensure the making of informed decisions.
13. Informs the Board of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.
14. Develops and recommends to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of school district facilities, and sees to the development of long-range plans which are consistent with the school district's objectives that have been developed as a result of the strategic planning process and approved by the Board.
15. Develops administrative regulations and procedures to implement the intent established by Board policies, directives, and formal actions.
16. Ensures the execution of all decisions of the Board.
17. Ensures the maintenance of adequate records for the school district, including a system of financial accounts, business and property records, personnel records, school enrollment and scholastic records., as well as all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
18. Is responsible for news releases and/or other items of public interest emanating from the school district which pertain to education matters, policies, procedures, school related incidents or events, and approves media interviews of this nature with school district employees.
19. Ensures optimal use of the staff of the school district, including the delegation of authority and defining the duties of all personnel.
20. Ensures that appropriate staff development training is conducted.

21. Prior to action by the Board, recommends the hiring, discipline, or termination of school district employees.
22. Ensures high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
23. Fosters effective relations with employee organizations.
24. Ensures that the development, authorization, and the maintenance of appropriate budgetary procedures are properly administered, including the preparation of the annual proposed budget, in accordance with established timeleines and procedures.
25. Ensures that all funds, physical assets, and other property of the school district are appropriately safeguarded and administered.
26. Files, or causes to be filed, all reports, requests, and appropriations as required by various governing bodies and/or Board policies.
27. Represents the school district as the chief executive officer in dealings with other school systems, professional organizations, business firms, agencies of government, and the general public.
28. Acts as an effective liaison with community persons and/or groups which are interested or involved in the educational programs of the school district and/or its students; other school districts; intermediate unit(s); the PA Department of Education, the U.S. Department of Education, postsecondary institutions, and other school entities.
29. Acts on his/her own discretion in cases where action is necessary on any matter not covered by Board policy or directive and, when practicable, reports such action to the Board as soon as practicable.
30. Works with the Board of Education to develop appropriate programs and policies, upon either the recommendation of the Superintendent or the initiative of the Board, or as recommended by the school distrcit's solicitors(s), the Pennsylvania School Boards Association, and/or as recommended by other noteworthy entities.
31. Approves the vacation schedules for administrators and is personally responsible for all evaluations of administrators.
32. Works effectively with other school district employees and advisors, including auditors, architects, attorneys, consultants, and contractors.
33. Holds such meetings with teachers and other employees as is necessary for the discussion of matters concerning the improvements and welfare of the schools.

Superintendent Position Description

34. Effectively handles complaints, comments, concerns, and criticisms regarding the operation of the school district from the public, employees of the school district, students, and Board members.
35. Aids in the development of public and staff relations communications by reviewing such publications before printing and serving as a focal point for public events and/or programs with regard to the school district.
36. Develops those areas of the school district's budget pertinent to his/her assignment.
37. Maintains contemporary professional awareness and promotes personal professional growth through participation in professional development activities.
38. Must attend, or have a representative attend, all meetings of the Board and all other pertinent meetings.
39. Works the hours necessary to ensure the functions of the position are effectively administered.
40. Performs the work described herein without posing a direct threat to the health or safety of himself/herself or others.

QUALIFICATIONS:

1. Has the ability to read, write, and speak English fluently.
2. Has a Pennsylvania Superintendent's Letter of Eligibility and maintains a current commission.
3. Has a minimum of five (5) years of school-related administrative experience, at least three (3) years of which are at the central office level..
4. Has a strong ability to articulate and communicate with the Board, school district personnel, students, and the school district's internal and external publics.
5. Provides evidence of experience in developing, coordinating, and delivering instructional and non-instructional programs.
6. Has the ability to drive and possesses a valid driver's license.
7. Must possess adequate interpersonal skills, demonstrating the ability to work independently and/or on a team.
8. Must be dependable, punctual, flexible, appropriately attired, neat in appearance, and able to manage time appropriately.
9. Possesses necessary technology-related knowledge and individual computer skills.

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10. A working knowledge of the relationships existing between the school district and other educational entities is preferred, including but not limited to:
 - a. Knowledge of in-district and out-of-district placements in which school district students attend and/or are enrolled.
 - b. Knowledge of private educational facilities attended by school district residents.
11. Possesses effective communicative, judgmental, organizational, planning, problem-solving, and human relations skills and has the ability to work cooperatively with employees, other school districts and educational institutions, and the public in satisfying the needs and responsibilities of his/her assigned functions.
12. Provides evidence of professional growth and development by keeping current of issues in the field.

PHYSICAL REQUIREMENTS:

1. Must be able to remain in a stationary position for prolonged periods of time.
2. Must be able to move about the work area to access materials, file cabinets, office machinery, etc.
3. Must be able to operate equipment relative to his/her position for use and simple service or repair.
4. Must be able to travel between school district buildings and other job-related locations as necessary.
5. Must be able to withstand changes in environmental conditions inside and outside of the work facility, and to adapt to these changes.
6. Must be able to attend evening meetings.
7. Must be able to access all work areas and locations.
8. Must be able to lift as required.

This position description does not state or imply that these are the only duties to be performed by the employee occupying this position. The employee in this position will be required to perform any other duties requested by his/her supervisor(s).

The position holder must be able to perform the essential job functions with or without reasonable accommodation. It is the responsibility of the employee to inform the school district of any and all reasonable accommodations that will be required.