

PINE GROVE AREA SCHOOL DISTRICT

CONTRACT FOR EMPLOYMENT OF

DISTRICT SUPERINTENDENT

THIS AGREEMENT is made and entered this 20th day of September, 2024, by and between the Board of Directors of the Pine Grove Area School District, with office located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of Directors") and Heath W. Renninger (hereinafter referred to as "District Superintendent").

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

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

1. Term

The Board in consideration of the promises herein contained, has employed Heath W. Renninger, and Heath W. Renninger, hereby accepts said employment as District Superintendent of the Pine Grove Area School District for a five-year term commencing on July 1, 2025 and ending on June 30, 2030.

This agreement shall terminate immediately upon the expiration of the aforesaid term unless the Agreement is sooner modified or terminated in accordance with this agreement or allowed to renew automatically in accordance with Section 1073b) of the Public School Code or Paragraph 9 of this Agreement.

2. Authority of the District and District Superintendent

The District, on its own behalf and on behalf of the electors of the District, and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. Professional Qualifications

The District Superintendent covenants that he possesses all of the qualifications that are required by law to serve as District Superintendent of Schools in the Commonwealth of Pennsylvania and that he will maintain the same throughout the term of this Agreement. The District Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

4. Duties and Responsibilities

- 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 of School Directors, and to perform the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of District Superintendent, 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 of School Directors. The District Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:
- Complying with the direction of the Board of School Directors to the extent permitted by law.
 - Ensuring, either personally or through authorized personnel, that there shall be taught the several branches of study required by the Public School Code, as well as other branches of study as the Board of School Directors may require in accordance with the Public School Code.
 - Notifying the Board of School Directors in writing, either personally or through authorized personnel, pursuant to Section 1005 of the Public School Code, of any failure of the Board to provide competent teachers in the District to teach the several branches of study required by the Public School Code.
 - Visiting personally, as often as practicable, the schools under the District Superintendent's supervision, noting the courses and methods of instruction and branches taught, giving such direction in the art and method of teaching in each school as he deems expedient and necessary, and reporting to the Board any insufficiency found in the manner provided for in Section 1081 of the Public School Code.
 - Reporting to the Board of School Directors, either personally or through authorized personnel, prior to the scheduled meeting in which the Board adopts the textbooks to be used in the District, recommendations for the use of any new textbook which the District Superintendent discovers after consultation with the teachers under his supervision, as well as for the retention of existing textbooks.

- Examining and approving, as provided in Section 1532 of the Public School Code, every district teacher's record and report of pupil progress, unless the Secretary of the Board examines and approves said records and reports.
- Furnishing to every teacher or principal in every school a true copy of the standing of each pupil in such school on or before the opening day of school in each term, as provided in Section 1533 of the Public School Code, unless the Secretary of the Board provides said reports.
- Providing to the Board on or before June 30th every year an annual report of the "Goals of the District." The Board may approve or request revisions in said report, with the expectation that the final report be approved by the Board on or before the 30th day of August in that year. Thereafter, the District Superintendent shall provide the Board with quarterly reports on the progress made with the District regarding the proposed goals.
- Providing to the Board on or before June 30th of every year an annual report on the "State of the District" which outlines the curriculum, examination and teacher evaluation procedures of the District, as well as the strength and weaknesses of the District.
- Forwarding to the Secretary of Education, either personally or through authorized personnel, on or before the first Monday of August in each year, the reports prescribed in Section 1006 of the Public School Code. The District Superintendent shall furnish further to the Secretary of Education such additional reports and information as the Secretary of Education may reasonably request.
- Providing to all members of the Board, within a reasonable amount of time after a request in writing, any information that the Board Districts or an individual Board member requests.
- Preparing the District's fiscal budget.
- Providing interim reports to the Board that will be discussed at the Board's monthly workshop sessions and acted upon appropriately at the Board's regularly scheduled meetings.
- Planning and initiating programs and policies concerning the organizational, operational and education function of the District as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.

- Keeping the Board of School Directors 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 of School Directors 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, collective bargaining, 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 strategic plan and Board of School Directors' goals for the District.
- Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees as appropriate and receiving from employee's communication to be made to the Board of School Directors.
- 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 of School Directors for the improvement of curriculum.
- Recommending to the Board of School Directors 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.
 - Serving as 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 District.
 - 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.
- C. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. 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. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as is appropriate.

- D. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to official adopted policies of the Board. All official contacts between Board Members and the staff of the District shall be through the District Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.
- E. The District Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement provided, however, that he may undertake, and be compensated for, outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Agreement, provided the Board is informed of such outside activities.
- F. The duties of the District Superintendent require his participation in professional associations and presence at numerous meetings, conventions and conferences in order to maintain awareness of current issues, programs and information. The District Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities, including dues in at least two professional associations and attendance at a minimum of two conferences at the national, state or regional levels each year to be directly related to the District Superintendent's duties and appropriate for reimbursement. However, the District Superintendent will not attend more than one national conference per year without approval from the Board. Expense reimbursement for such activities shall be provided to the District Superintendent in accordance with School District policies and procedures.

5. Compensation and Benefits

- A. The Board of School Directors and the District Superintendent agree to the following:

In recognition of the complexity of the position of District Superintendent and the Board's desire to compensate its District Superintendent fairly, and in consideration of the District Superintendent's agreement to perform his duties to the best of his ability, the Board agrees to compensate the District Superintendent in the amount of One Hundred Twenty-Five Thousand-Six Hundred and Ten Dollars (\$125,610.00) Dollars, which amount shall be the District Superintendent's base salary.

On July 1, 2020, the District Superintendent shall receive an increase of \$3,500; on July 1, 2021, he shall receive an increase of \$3,600; on July 1, 2022, he shall receive an increase of \$3,750; on July 1, 2023, he shall receive an increase of \$3,800; and on July 1, 2024, he shall receive an increase of \$3,950; over and above his previous year's base salary, which together shall become his current year's base salary providing the superintendent receives a satisfactory evaluation (\$3,950 or .0275% for duration of contract).

The District retains the right to adjust the District Superintendent's annual salary and/or stipend during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary or stipend in effect at any given time without the written approval of the District Superintendent. Should any District employee receive a salary greater than that of the District Superintendent, the Board will adjust the District Superintendent's salary above that of the District employee.

Any adjustment in salary or stipend made during the life of this Agreement shall be recorded in the Board minutes and shall become a part of this Agreement. The District Superintendent's annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to administrative staff.

- B. In addition to the annual salary and stipend set forth herein, the District Superintendent shall receive and the District shall provide and pay for the following benefits:

Vacation and Holiday Leaves

The District Superintendent shall receive twenty-five (25) days of vacation leave with full pay starting July 1st of each year of this agreement. The District Superintendent shall provide written notification to the Board President of intent to use five or more consecutive days of vacation time.

The Superintendent shall have the right to "bank" five (5) vacation days per year, to a total of forty (40) days. The election to bank any vacation days shall be made as of June 30 of the applicable year provided the superintendent shall also have the right to convert non-banked vacation days or personal days to sick days.

Sick Leave

The District Superintendent shall receive twelve (12) days of sick leave with full pay on July 1st of each year of this agreement. The District shall pay the District Superintendent for unused days of sick leave at the time this Agreement is terminated for any reason, whether voluntarily or involuntarily, including but not limited to retirement, resignation, termination, death, separation by mutual consent, or non-renewal of this Agreement.

Reimbursement for Superintendents sick leave accumulated while an employee of the PGASD will be as follows: \$100.00 per day accumulated or in accordance with the Collective Bargaining Agreement, whichever amount is greater.

The District shall accept the transfer of accumulated sick leave from the Blue Mountain School District provided that the District shall not be required to compensate the Superintendent for the transferred accumulated sick leave not used as sick leave upon death, retirement or removal from the District and provided further that sick leave accumulated as an employee of the Pine Grove Area School District shall be used for the purpose of sick leave, and exhausted before any transferred, accumulated sick leave days are used for such purpose.

Bereavement Leave

The District Superintendent shall be entitled to up to five (5) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, parent-in-law, stepparent, grandparent, grandchild, someone residing in the same household or any person with whom the District Superintendent lives at the time of said death. The District Superintendent shall be entitled to three (3) days of bereavement leave, with full pay, because of a death of a near relative. "Near relative" is defined as aunt, uncle, niece, nephew, first cousin, son-in-law, daughter-in-law, brother-in-law or sister-in-law. The District Superintendent may use additional days of sick leave for bereavement, in his sole discretion.

Personal Leave

- The District Superintendent shall receive three (3) days of personal leave with full pay, each year of this Agreement. In addition, the unused portion of such allowance of personal leave shall accrue from year to year; provided that the total number of days of personal leave that may accrue shall not exceed five (5) days. Any personal days not used beyond the accumulated 5 in a year will be transferred to sick days.

Emergency Leave

The District Superintendent shall be entitled to one (1) day of emergency leave, with full pay, each year of this Agreement.. Emergency days are not accumulated for future use.

Jury Duty and Court Appearances

The District Superintendent shall be permitted to attend, without loss of pay or benefits, jury duty, court and other judicial and administrative appearances for any proceeding in which he is subpoenaed to appear.

Health Insurance Benefits

The District shall provide the District Superintendent medical insurance benefits for himself, his spouse and eligible dependents, including but not limited to hospitalization, physician coverage, major medical, prescription, vision, and dental coverage, at least comparable to those provided under the District's collective bargaining agreement with the Pine Grove Area Education Association or the administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) or to any other District employee at the same cost as negotiated in the professional staff contract. The District Superintendent shall have the right, at his sole discretion, to select his medical insurance coverage from the plan coverage offered by the District to any employee.

Upon the Superintendent's retirement from the district, the superintendent shall be eligible for the retirement health benefit of his choice, in whole not in combination (beginning with the 2017 Pine

Grove Area School District Professional Staff Retirement Incentive or any future board incentive offered under his tenure.)

Life Insurance

The District shall obtain and pay the full cost of the premiums for the purchase of a term life insurance policy in an amount of Five Hundred Thousand (\$500,000.00) Dollars for the District Superintendent. The District Superintendent shall have the sole right to determine the beneficiary of such policy.

Liability Insurance

The District shall provide the District Superintendent with Comprehensive Catastrophic Liability Insurance and Errors and Omissions Liability Insurance in an amount no less than the coverage in existence at the time of approval of this Agreement.

Tuition Reimbursement, Continuing Education, Professional Development

The District shall pay the full cost of tuition and associated fees and books for all graduate courses, including on-line courses, which are related to his job duties, taken by the District Superintendent at an accredited institution, up to a maximum of twelve (12) credits per year at the graduate credit rate of the Penn State University (Schuylkill Campus). The District shall make such payment to the District Superintendent upon his registration for each graduate course, when he submits the tuition bill to the District's business manager; provided that such courses are subject to repayment by the District Superintendent for any course in which the District Superintendent fails to receive a final passing grade.

The District shall pay the full enrollment cost and/or tuition fees for all professional development courses and continuing education courses taken by the District Superintendent during this Agreement; provided that such courses are approved in advance by the Board and subject to repayment by the District Superintendent for any course in which the District Superintendent fails to successfully complete.

Expense and Mileage Reimbursement

The District shall fully reimburse the District Superintendent for all reasonable expenses incurred by the District Superintendent in the discharge of his duties, upon proper documentation. In addition, the District shall reimburse the Superintendent usage of his private vehicle in the performance of his duties, as per allowable IRS mileage reimbursement. Monthly reimbursement will be made per receipt of proper documentation.

Professional Associations

The District shall pay the full cost of the District Superintendent's annual membership and participation in at least two professional associations, including the American Association of School Administrators (AASA) and the Pennsylvania Association of School Administrators (PASA). The District recognizes the obligation for professional growth and development provided by these affiliations and encourages and permits the District Superintendent to participate actively in the leadership of these organizations by holding office, attending meetings, and serving on committees. The Board and District Superintendent may mutually agree to change, add to or delete the professional association memberships covered by this paragraph, and any such changes shall be in writing and approved by the Board and District Superintendent.

Meeting, Conventions, Seminars

The District encourages the continuing professional growth of the Superintendent through his participation in activities sponsored by local, state and national school administrator and school board associations as well as seminars and courses offered by public or private education institutions. The District encourages professional growth of the Superintendent through participation in national, state and local conferences and seminars. Superintendent can attend annually a minimum of one (1) national and one (1) state level conference of his choice and be reimbursed for registration, transportation, lodging and meals for said conference with Board approval. In addition, the District will set aside funds in the annual budget for the Superintendent to attend management

seminars and conferences and/or conventions that will provide professional growth and in-service training for administrators.

Other Benefits

The District Superintendent shall be entitled to any and all benefits and incentives provided to any other District employee, including but not limited to all benefits and incentives specified in the District's collective bargaining agreement with the Pine Grove Area Education Association and/or the administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Agreement. Any increase or improvement in benefits and incentives extended to School District employees during the term of this Agreement will also be extended to District Superintendent, and become part of this Agreement. Any decrease or reduction in benefits or incentives to School District employees that affect this Agreement will not reduce the benefits and incentives provide to the District Superintendent during the term of this Agreement but may be discussed upon any Agreement renewal. Nothing contained herein shall preclude the School District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

Miscellaneous

The District shall, upon request, provide the District Superintendent with a computer for home usage. The District shall also reimburse the District Superintendent for his cellular/data bill \$100.00 per month.

6. Assessment of Performance

- A. The Board shall evaluate, in writing, the performance of the District Superintendent at least once a year during the term of this contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. An evaluation instrument and method mutually agreed upon in writing by the District and the District Superintendent shall be utilized for the annual performance assessment; provided, however, that any assessment system selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. In the event the Board consensus determines that the performance of the District Superintendent is unsatisfactory in any respect, it shall

describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and District Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation.

B. The performance assessment shall be used for the following purposes:

- (1) To strengthen the working relationship between the District and District Superintendent and to clarify for District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on District Superintendent to fulfill.
- (2) To discuss and establish goals for the ensuing year; and
- (3) To establish the basis for possible incremental adjustments in the annual salary rate for the District Superintendent.

C. The performance of the District Superintendent shall be assessed in part against mutually agreed-upon objective performance standards. The District shall post the mutually agreed-upon objective performance standards on the District website and shall also annually post whether or not the District Superintendent met the agreed-upon objective performance standards. The Board and District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix B 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.

D. Currently used evaluation instrument is included as an addendum.

7. Investigations by the Board

In the event that the Board of School Directors directs that any investigation of the District Superintendent's conduct or performance be undertaken, the District Superintendent shall be (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same; (ii) granted access to all documents or reports generated by such an investigation and; (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to

the investigation being concluded. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the District Superintendent of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privilege or work product information with the District Superintendent following the completion of any investigation of his conduct or performance.

8. Professional Liability

The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided that incident arose while the District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. If in the good faith opinion of the District Superintendent a conflict exists as regard to the defense to such claims between the legal position of the Board and the legal position of the District Superintendent, the District Superintendent may engage separate counsel and the Board shall continue to indemnify the District Superintendent and pay the reasonable and necessary costs of the Superintendent's legal defense. This obligation shall survive the termination of this Agreement.

9. Reappointment

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the board shall notify the District Superintendent in writing by certified mail, no later than the first day of the final year of this Agreement, of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified, he shall be reappointed at the next regular business Board meeting following the first day of the final year of the Agreement for a term of five (5) years and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the Board and District Superintendent.

10. Termination

This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

- A. The District Superintendent shall be subject to discharge and termination of this Agreement for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the District Superintendent shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense; provided, however, if the charges against the District Superintendent are not sustained and/or should the District Superintendent prevail in any hearing or appeal, the Board shall reimburse the District Superintendent for all reasonable and necessary legal fees and expenses incurred by the District Superintendent in the proceedings.
- B. This Agreement may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time provided the District Superintendent gives the Board at least sixty (60) days' notice prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall immediately pay on the last day of employment and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to, insurance premiums and coverage's and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the effective date of his resignation only. If the Agreement is terminated in this manner, District will have no financial obligations to District Superintendent subsequent to the date of resignation.
- C. This Agreement may be terminated by the mutual consent, in writing, of the District Superintendent and also the Board. If this Agreement is terminated in this manner, the District will have no financial obligations to the District Superintendent subsequent to the Boards written consent and acceptance of the Superintendent's termination.
- D. Notwithstanding any other provision of this Agreement, the Board may, with cause and for any non-discriminatory reason consistent with the law, terminate this Agreement by giving a minimum of ninety (90) days written notice to the District Superintendent prior to the effective date of the proposed termination of this Agreement and by obtaining the District Superintendent's written confirmation

accepting the early termination of this Agreement. If the Board terminates this Agreement in this manner, the District shall immediately pay on the last day of employment and provide to the District Superintendent all of the aggregate compensation, salary and benefits, including insurance premiums and coverage's and payment for unused leave, the District Superintendent earned, accrued and/or is entitled to in accordance with this Agreement through the termination date set forth in this Agreement plus all post-employment and retirement benefits provided for in this Agreement. Such payment shall also include, but not be limited to, annual salary adjustments as provided in Paragraph 5 of this Agreement. Additionally, the board shall not negatively evaluate or provide any negative job reference or information regarding the District Superintendent's work performance, unless otherwise expressly required by state or federal law.

- E. This Agreement shall be terminated upon the death of the District Superintendent, at which time the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary and benefits the District Superintendent earned, accrued and/or is entitled to under this Agreement through the date of the District Superintendent's death.

11. Medical Examination and Drug Screening

The District Superintendent agrees to have a comprehensive medical examination once a year during each year of this Agreement and provide a written report of the medical examination which shall be filed with the Secretary of the Board and shall be confidential and shall not be disclosed by the Board or any Board member except as otherwise required by state or federal law. The cost of the medical examination and report shall be paid in full by the District. The District Superintendent further agrees to submit to random drug screening during the life of this Agreement at times he may be reasonably requested to do so by a duly authorized representative of the District appointed by the Board of School Directors and in accordance with the District's drug screening policy. The District warrants that the screening process utilized shall ensure a safe process and accurate results.

12. Modification

This Agreement shall not be amended, changed or modified, except in writing approved of and signed by the District Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

13. Savings

Should any provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted provision. If any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

14. Obligations

This Agreement shall be binding upon and shall inure to the benefit of the District and its duly authorized representatives and successors. This Agreement shall be binding upon and shall inure to the benefit of the District Superintendent and, to the extent applicable, his personal representatives and heirs.

15. Statutory Reference

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

16. Applicable Law

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

APPENDIX

PINE GROVE AREA
SCHOOL DISTRICT

SUPERINTENDENT
PERFORMANCE
EVALUATION FORM

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the Superintendent’s performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; communication and Community Relations; Human Resource Management; Professionalism; and Annual Goals.

Distinguished	<ul style="list-style-type: none"> • Performance is clearly outstanding • Performance is superior, far exceeding expectations • Performance is exceptional on a regular or continuous basis – the superintendent for outperforms relative to minimum expectations
Satisfactory	<ul style="list-style-type: none"> • Adequately performs all functions within the role, meeting or occasionally exceeding expectations • Performance is adequate, meeting or occasionally exceeding standards expectations generally associated with performance
Needs Improvement	<ul style="list-style-type: none"> • Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies • Performance is less than adequate on a periodic or frequent basis – the superintendent may be developing with the position, but needs to improve to be considered satisfactory.
Unsatisfactory	<ul style="list-style-type: none"> • Performance is below acceptable levels • Fails to meet most expectations associated with the role of superintendent – substantial professional improvement is needed before the superintendent can be considered satisfactory in the role

The superintendent is evaluated on each of six *Objective Performance Standards and Annual Goals*. All nine Board members have an equal voice in the Superintendent’s evaluation.

Superintendent’s Name

Evaluator’s Name

School Year

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

Using the ratings described above, place an “X” in the appropriate box indicating the superintendent’s performance each area.

<u>Objective Performance Standard</u>	DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Student Growth and Achievement				
<i>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, PVASS, and other locally determined measures.</i>				
<u>Key Performance Indicators</u>				
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on PSSA tests and has actively developed successful strategies for improvement including meeting annual requirements for Adequate Yearly Progress				
Monitors, oversees, and encourages use of PVASS data among professional staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met for the most current evaluation period				

How would you classify the superintendent’s overall performance in the area of Student Growth and Achievement?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

Comments: _____

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

<p><u>Objective Performance Standard</u></p> <p>Organizational Leadership</p> <p><i>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.</i></p> <p><u>Key Performance Indicators</u></p>	DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Organizational Leadership				
Has ensured priorities and initiatives are in alignment with clearly defined and well-articulated vision for the district				
Has developed and implemented operational plans and processes to accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/superintendent relationship including appropriate roles and responsibilities				
Ensure compliance with all applicable local, state, and federal laws/regulations				

How would you classify the superintendent’s overall performance in the area of Organizational Leadership?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

Comments: _____

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

<p><u>Objective Performance Standard</u></p> <p>District Operations and Financial Management</p> <p><i>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.</i></p> <p><u>Key Performance Indicators</u></p>	DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Effectively works with the Board to develop and monitor district policy and administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the superintendent regarding all financial and budgeting issues				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the Board				
Ensures end-of-year results are consistent with budgetary planning expectations				

How would you classify the superintendent’s overall performance in the area of District Operations and Financial Management?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

Comments: _____

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

<p><u>Objective Performance Standard</u></p> <p>Communication and Community Relations</p> <p><i>Superintendent communicates with and effectively engages the staff, the board, and the 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.</i></p> <p><u>Key Performance Indicators</u></p>	DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Communication and Community Relations				
Has worked successfully with the Board to build support in the community for the district’s vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely, and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that benefit students and staff				
Communicates effectively with the Board and coordinates the flow of information from administrators to Board committees in a manner consistent with Board Operating Guidelines				

How would you classify the superintendent’s overall performance in the area of Communication and Community Relations?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

Comments: _____

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

<p><u>Objective Performance Standard</u></p> <p>Human Resource Management</p> <p><i>Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.</i></p> <p><u>Key Performance Indicators</u></p>	DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of superintendent evaluation goals with that of key personnel				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

How would you classify the superintendent’s overall performance in the area of Human Resource Management?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

Comments: _____

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

<p><u>Objective Performance Standard</u></p> <p>Professionalism</p> <p><i>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.</i></p> <p><i>Superintendent additionally works to individually reflect upon her/his effectiveness within the rol, and works to improve effectiveness through the use of professional development literature and activities.</i></p> <p><u>Key Performance Indicators</u></p>	DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
Demonstrates recognition and understanding of public education’s role in promoting civic responsibility				
Performs all duties in a manner consistent with the values and expectations of the Board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization’s execution of the district’s vision, mission, and strategic goals				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the Board and through self reflection				

How would you classify the superintendent’s overall performance in the area of Professionalism?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

Comments: _____

FORMATIVE ASSESSMENT

Based on your perceptions of the superintendent's performance noted above:

What are the superintendent's major strengths?

1. _____
2. _____
3. _____

In what areas do you see a need for improvement?

1. _____
2. _____
3. _____

What resources should be made available in order to support improvement strategies,
Or what steps should the superintendent take in order to improve performance
In areas identified for improvement?

1. _____
2. _____
3. _____

PINE GROVE AREA SCHOOL DISTRICT SUPERINTENDENT PERFORMANCE EVALUATION TOOL

Annual Goals

This form provides the superintendent with an opportunity to update the Board on the status of annual performance goals. Annual performance goals should be mutually determined at the beginning of the evaluation cycle by the board/superintendent team. Annual performance goals may support personal professional development for the superintendent, or may be derived from the long and short term priorities and needs within the district.

Status of Annual Goals for the School Year 11/2013 to 06/30/2014

<u>Goal</u>	<u>Status/Results</u>
Will establish a framework that includes policies and procedures for daily operations throughout the Pine Grove Area School District, which include: School Board Policy Updates; Administrative Policies; Planning Protocols.	
Will establish a professional development framework that supports student learning, which include: Writing Instruction as the gateway to expression of general knowledge and expression of thoughts and ideas. Establishing a philosophical system by which future professional development activities will be evaluated and planned. –	

How would you rate the superintendent’s performance in achieving desired annual goals for the district?

DISTINGUISHED	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY