

DISTRICT SUPERINTENDENT'S AGREEMENT

THIS CONTRACT, made this 21st day of November, 2016, by and between:

THE BOARD OF SCHOOL DIRECTORS OF THE HUNTINGDON AREA SCHOOL DISTRICT with offices located at 2400 Cassady Avenue, Suite 1, Huntingdon, Huntingdon County, Pennsylvania, 16652, hereinafter referred to as "School District",

AND

Mr. Fred Foster, a duly commissioned District Superintendent, party of the second part, hereinafter referred to as "Superintendent."

WITNESSETH

WHEREAS, the Board has determined that **Mr. Foster** is capable and qualified to serve as Superintendent; and

WHEREAS, the Board, at its regular meeting on the 21st day of November 2016, elected the Superintendent to act in the capacity of Superintendent of the Huntingdon Area School District for a period of five (5) years commencing July 1, 2017 and ending June 30, 2022.

WHEREAS, the Superintendent and the School District desire to enter into this contract setting forth the terms and conditions of said appointment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations, the receipt of which are hereby acknowledged, and intending to be legally bound hereby, the Board and the Superintendent do hereby agree as follows:

1. **EMPLOYMENT.** Mr. Fred Foster is hereby elected to serve as the SUPERINTENDENT of the Huntingdon Area School District from July 1, 2017 through June 30, 2022, and the SUPERINTENDENT hereby accepts said election and employment and the terms of this Contract and agrees, under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of the Commonwealth of Pennsylvania, to carry out the duties of SUPERINTENDENT in a prudent and professional manner and execute the policies and directives of the Board and perform all of the duties of the SUPERINTENDENT as set forth in Section 1081 of the Public School Code and in the job description as adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the office of SUPERINTENDENT of a public school in the Commonwealth of Pennsylvania. The term of each work year for the SUPERINTENDENT shall consist of two hundred sixty (260) working days. The Superintendent shall have discretion in scheduling his work day subject to the needs of the School District and directives of the Board.

2. **LEGAL QUALIFICATIONS.** The SUPERINTENDENT covenants that he possesses all of the qualifications that are required by law to serve as a SUPERINTENDENT. The SUPERINTENDENT agrees to maintain throughout the term of this AGREEMENT a valid and current commission or other legal credential as may be required by law and to present the same to the Board of School Directors. He further agrees to subscribe to and take proper oath of office before entering upon his duties.

3. **ADMINISTRATION OF SCHOOLS.** The administration of school policy, the operation and management of the schools, and the direction of employees shall be through the SUPERINTENDENT. The parties hereto agree that:

- (a) The SUPERINTENDENT shall furnish recommendations to the Board of School Directors on matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the SCHOOL DISTRICT.
- (b) In accordance with applicable law, the SUPERINTENDENT shall have a seat at the Board table and the right to speak on all issues before the Board of School Directors. The SUPERINTENDENT and/or his designee(s) shall have the right to attend all regular and special meetings of the Board of School Directors and all committee meetings thereof, excepting those relating to his own employment and the SUPERINTENDENT and/or his designee shall serve as advisor to the Board on matters affecting the SCHOOL DISTRICT.
- (c) Criticisms, complaints, and suggestions called to the attention of the SCHOOL DISTRICT may be referred to the SUPERINTENDENT for study, disposition or recommendation as appropriate.

- (d) The SUPERINTENDENT shall be responsible for the administration of the SCHOOL DISTRICT under the authority of the Board and subject to the policies and procedures adopted by the Board and as authorized by the Public School Code of Commonwealth of Pennsylvania. The SUPERINTENDENT further agrees to execute the policies and directives of the Board and perform all of the duties of the SUPERINTENDENT as set forth in Section 1081 of the Public School Code and as may be outlined in a job description as may be adopted and amended from time to time by the Board in accordance with the highest standards of the profession of the Office of Superintendent of a public school in the Commonwealth of Pennsylvania.

- (e) **ANNUAL REPORT.** Each year, not later than September 1, the SUPERINTENDENT shall submit to the Board of School Directors a concise report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year. The organization and content of this document shall be as mutually agreed upon between the parties. The Board of School Directors reserves the right unto itself to request semi-annual reports or other reports as determined necessary for the efficient and effective operation of the schools.

4. SCHOOL DISTRICT. The SCHOOL DISTRICT on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all power, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the Commonwealth of Pennsylvania.

5. COMPENSATION AND BENEFITS. The Board of School Directors and the DISTRICT SUPERINTENDENT agree to the following conditions as they relate to this AGREEMENT or any amendment or extension to this AGREEMENT:

A. COMPENSATION:

- (1) The established annual "salary" shall be paid in equal bi-weekly installments in accordance with the policy or agreement governing other twelve (12) month Professional Employees in the SCHOOL DISTRICT.

- (2) Salary for the period July 1, 2017 through June 30, 2018 shall be negotiated from the current salary in the 2016-2017 school year of \$115,000; and for the period July 1, 2018 through June 30, 2019, and July 1, 2019 through June 30, 2020, and July 1, 2020 through June 30, 2021, and July 1, 2021 through June 30, 2022 shall be negotiated by the parties on an annual basis using an agreed upon evaluation tool as noted in this contract. The Board also retains the right to additionally increase the salary of the Superintendent over the term of this contract at its discretion. Said increases in each year of the Agreement shall be predicated upon the satisfactory performance of the SUPERINTENDENT.

B. BENEFITS:

(1) During his term of employment with the District, the SUPERINTENDENT shall be entitled to the sabbatical leave granted by law to Professional Employees, and to all other benefits afforded by law to any other Professional Employee and/or as afforded under the collective bargaining agreement between the teachers and the DISTRICT and under the Act 93 Administrative Compensation Plan between the DISTRICT and its administrators.

(2) The SUPERINTENDENT, and his spouse, shall be entitled to insurance benefits relative to medical insurance, dental insurance, and life insurance with the full premium being borne by the School District subject to coverage and Co-premium payments as stated in the Act 93 Administrative Compensation Plan, except that SUPERINTENDENT agrees to an 90/10 co-premium for applicable medical insurance coverage. SUPERINENDENT also agrees to the following Spousal Clause: The district will make coverage available to spouses of employees in limited circumstances. Spouses who work for, and have the opportunity for insurance through, 1) the Commonwealth of Pennsylvania; 2) any public school district; 3) any of the State System of Higher Education Universities or State owned universities funded by the State of Pennsylvania; 4) any state-related university of Pennsylvania (Pennsylvania State University, University of Pittsburgh, Lincoln University and Temple University); or 5) Federal Government will not be eligible for coverage on the District Plan."

The SUPERINTENDENT shall also be granted twenty four (24) vacation days per year; personal days, sick days, tuition reimbursement, and vacation day sell back or conversion options as provided administrative staff under the Act 93 Administrative Compensation Plan, with the understanding that the SUPERINTENDENT meets the requirement of years of service with Ten (10) Years instead of Fifteen (15) Years.

(3) The SCHOOL DISTRICT agrees that it will defend, hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceeding brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of the SCHOOL DISTRICT provided the incident arose while SUPERINTENDENT was acting within the scope of his employment and as such liability coverage is within the authority of the SCHOOL DISTRICT to provide under state law.

(4) The SUPERINTENDENT is encouraged to continue his professional development in the field of education through attendance at courses, conferences and workshops, seminars, etc. The District will fully reimburse the SUPERINTENDENT for courses/programs/seminars/workshops/conferences taken as part of a continuing education plan as defined in the Act 93 Compensation Plan or approved by the Board. The SUPERINTENDENT agrees

to attend courses and/or professional development activities as requested by the Board with the cost of same being borne by the District.

- (5) The SCHOOL DISTRICT shall reimburse the SUPERINTENDENT for all actual and necessary travel and other expenses, i.e., lodging, meals, tolls, required in the performance of his official duties subject to such limitations provided by District Policy or Board directive.
- (6) The SUPERINTENDENT shall, with Board approval, attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. Such conferences and/or meeting shall include, but not be limited to attendance at PSBA and PARSS conferences, IU annual national conference, and/or other national conference in lieu of the IU annual national conference, and attendance at conferences for purposes of receiving awards or recognizing student achievement.
- (7) The SUPERINTENDENT shall be provided annual membership in three (3) professional associations and level affiliates with the cost of said membership being incurred by the SCHOOL DISTRICT subject to the Act 93 Compensation Plan Agreement or approval of the Board.
- (8) Nothing contained herein shall preclude the SCHOOL DISTRICT from providing additional benefits for the SUPERINTENDENT as may be agreed to between the parties.

6. EVALUATION. The Board shall conduct an annual evaluation of the SUPERINTENDENT'S performance based on: his progress towards Board-established goals which may be revised from time to time by the Board; performance of duties as required by the Public School Code and the job description; working relationships between the SUPERINTENDENT and the Board, faculty, staff, and community. This evaluation shall be conducted no later than July 1 of each year, and the results of the evaluation and any established goals for the following year shall be reduced to writing. Six months after the annual evaluation, the Board and SUPERINTENDENT shall review progress towards the established goals. The results of this semiannual review and any changes to the established goals shall be reduced to writing.

- (a) The Board shall evaluate, in writing, the performance of the SUPERINTENDENT at least once a year during the term of this contract, no later than July 1 of each year, using a mutually agreed upon method as the basis for such evaluation, provided that any performance assessment selected shall: 1) include a self-assessment by the SUPERINTENDENT; and 2) assessment by each-Board Member.

In the event the Board consensus determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. If an evaluation or performance is unsatisfactory, the Board shall present to the SUPERINTENDENT a written report outlining those areas needed for improvement. The SUPERINTENDENT shall respond to the Board in writing within sixty (60) calendar days of receiving such a report.

The Board's evaluation and the 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 the SUPERINTENDENT and to clarify for the SUPERINTENDENT and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill;
 - (2) To discuss and establish goals for the ensuing year;
 - (3) To establish the basis for possible incremental adjustments in the annual salary rate for the SUPERINTENDENT; and
 - (4) Address any work performance issues.
- (c) *Performance Expectations, Including Objective Performance Standards.*

The performance of the District SUPERINTENDENT shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District SUPERINTENDENT. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the District SUPERINTENDENT'S annual performance assessment and whether or not the District SUPERINTENDENT met the agreed upon objective performance standards. No other information regarding the District SUPERINTENDENT'S performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. 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 October 1st of each year of this Contract unless another date is mutually agreed upon by the Board and District SUPERINTENDENT.

7. **OTHER WORK.** Only with the prior agreement of the Board may the SUPERINTENDENT receive compensation for consultative work, lecturing, or other professional duties.

8. **CHANGE OR TERMINATION.** The SCHOOL DISTRICT and SUPERINTENDENT hereby agree that the following provisions shall be applicable for the term of this AGREEMENT, or any extension or renewal of this AGREEMENT.

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

- A. The District SUPERINTENDENT shall be subject to discharge and termination of this Contract 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 legal fees and expenses incurred by the District SUPERINTENDENT in the proceedings.*
- B. This Contract may be unilaterally terminated by the resignation of the District SUPERINTENDENT at any time; provided the District SUPERINTENDENT gives the Board at least ninety (90) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall pay and provide to the District SUPERINTENDENT all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, the District SUPERINTENDENT earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract.
- C. This Contract may be terminated by the mutual consent, in writing, of the District SUPERINTENDENT and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the District SUPERINTENDENT all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the District SUPERINTENDENT earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-

employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and District SUPERINTENDENT.

- D. This Contract 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 Contract through the date of the District SUPERINTENDENT'S death. Thereafter the District shall have no further responsibilities hereunder, however, the provisions hereof shall not be deemed to affect any other benefits which may be available to the District SUPERINTENDENT, including but not limited to those available under the applicable retirement program, health insurance, workers' compensation, or otherwise.

9. EXTENSION OR RENEWAL OF SUPERINTENDENT'S CONTRACT. The extension or renewal of the SUPERINTENDENT'S term and/or contract shall be governed by Section 1073 of the Public School Code of 1949 as amended.

The Board shall provide the District SUPERINTENDENT with periodic opportunities to discuss the District SUPERINTENDENT -Board relationship and shall inform her in writing 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 150 days prior to the end of this Contract Term, of the Board of School Directors' intent not to reappoint him. Should the District SUPERINTENDENT not be so notified at least 150 days prior to the expiration of the terms of the Contract, he shall *be reappointed for a new term of similar length to that which he is currently serving and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the District SUPERINTENDENT.* In addition, the SUPERINTENDENT agrees to provide written notice to the Board at least sixty (60) days in advance of the 150 day notification requirement so that the matter can be listed on the Board agenda for action.

10. 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 granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from an investigation prior to the investigation being concluded. The Superintendent shall be notified in advance of any such meeting. 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.

11. MISCELLANEOUS.

- (a) All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any rectification of such Act.

- (b) This AGREEMENT shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

12. ENTIRE AGREEMENT. This AGREEMENT constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this AGREEMENT shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts or writings of any kind between the parties are superseded by this AGREEMENT. Neither party hereto has made or relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter in to this AGREEMENT. This Contract 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 duly authorized officers of the Board.

13. UNLAWFUL PROVISION. Should any article, section or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this AGREEMENT to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.


14. PROFESSIONAL LIABILITY The Board shall 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 the incident arose while 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 regards 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 full costs of the District Superintendent's legal defense. This obligation shall survive the termination of this Contract.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND thereby, the parties have caused this AGREEMENT to be duly executed the day and year first above written.

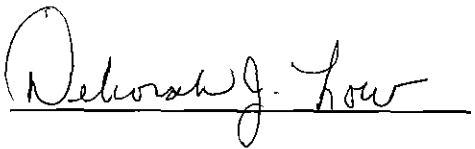
Dated this 21st day of November, 2016.

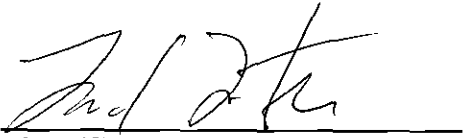
ATTEST:


Secretary, Board of Education


President, Board of Education

WITNESS:




SUPERINTENDENT