

Mountain View School District
11748 State Route 106
Kingsley, PA 18826-6941

SUPERINTENDENT CONTRACT

This AGREEMENT is entered into this ____ day of _____, 2020, between the Board of Education of Mountain View School District (hereinafter "Board") and Michael S. Elia (hereinafter "Superintendent").

WHEREAS, the Board desires to secure the best qualified and capable person to serve as the superintendent of schools for the Mountain View School District (hereinafter "District"); and

WHEREAS, the Board has determined that due to his years of employment within the District and his exemplary relationships with administrators, staff, and the community, Michael Elia is the most capable and qualified to serve as the District's Superintendent.

NOW, THEREFORE, in consideration of the provisions and mutual promises contained herein, the Board and the Superintendent agree to the following:

1. Employment - Superintendent is hereby hired and retained for a five (5) year period commencing with his first official work day July 1, 2020, and ending June 30, 2025. It is mutually agreed that either party to this Contract, Board and/or Superintendent, may unilaterally or mutually agree to terminate this Contract at the end of the third year. No buy-out or other financial obligation, as set forth in section 11(e) or (f), shall exist for either party upon notice at least 150 days prior to the July 1st anniversary date in 2023 with the exception of any accumulated leave per sections 10(a), (b), and (c). This Contract shall terminate immediately upon the expiration of the term unless the Contract is allowed to renew automatically or unless sooner terminated in accordance with the terms herein.

2. Duties - The duties and responsibilities of Superintendent shall be all those duties listed in the district position description, a copy of which is attached to and made a part of this agreement, and those duties imposed by the law of the Commonwealth of Pennsylvania.

3. Professional Certification and Responsibilities - Superintendent shall submit valid certificate issued by the State of Pennsylvania prior to commencement of this contract. Failure to submit such certificate shall make this contract null and void. Superintendent represents that he possesses all of the qualifications required by law to serve as a District Superintendent. Superintendent agrees to maintain throughout the term of this Agreement, valid and current legal credentials as required by law, and to present same to the Board on request. Superintendent further agrees to subscribe to and take the proper oath of office.

4. Salary - The Superintendent shall receive a starting salary of ONE HUNDRED FOURTEEN THOUSAND DOLLARS (\$114,000.00) per annum. Annual increases over the previous year's salary shall be up to or above Three Percent (3.0%) of the prior year salary. Salary increases will only be awarded based on a performance evaluation of "proficient" or "distinguished". The evaluation instrument will be developed by the Board in consultation with the Superintendent. The evaluation shall contain the following performance ratings: Distinguished, Proficient, Needs Improvement, and Failing. Any other adjustment in salary made during the life of this Contract shall be in the form of an amendment solely addressing salary and shall become part of this Contract. It is provided, however, that by so doing, it shall not be considered that the Board has entered into a new contract with the Superintendent nor that the termination date of this Contract has been in any way extended.

5. Evaluation –

A. The performance of the Superintendent shall be assessed against the objective performance standards listed below. The Board and Superintendent hereby mutually agree to the following performance standards:

Student Growth and Achievement: Superintendent uses multiple data sources to access student success and growth as appropriate, specific to needs within the District and as determined annually in collaboration with the Board of School Directors. Annual or other District performance objectives are articulated and clearly achieved under the direction of the Superintendent relative to PSSA, PVAAS, and other locally determined measures.

Organizational Leadership: Superintendent has worked collaboratively with the Board to develop a vision for the District, displays an ability to identify and rectify problems affecting the District, works collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the District.

District Operations and Financial Management: Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of District priorities; and directing overall operational activities within the District.

Communication and Community Relations: Superintendent communicates with and effectively engages the staff, the Board, and members of the community, clearly articulating District goals and priorities, addressing local and broader issues affecting the District, and building support for District initiatives, programs and short/long-range plans.

Human Resource Management: Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions.

Professionalism: Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.

B. The key performance indicators under each objective performance standard will undergo an annual review by the Superintendent and the Board. Modifications may be made by the Board to address the current nature of challenges, issues and needs facing the District. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent/Board relationships.

C. The Board shall evaluate the Superintendent annually in accordance with statutes, regulations and Board policy relating to the Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a consensus of the Board. The written performance assessment will be conducted no later than June 1st. The Superintendent's

performance related to the objective performance standards will be posted on the District's website.

6. Semi-Annual Report - Each year not later than August 15th, the Superintendent shall submit to the Board a concise report on: (a) data and critical events of the preceding year, (b) current operations, and (c) suggested goals for the coming year. Each year not later than January 15th, the Superintendent will meet with the Board to review the goals and the direction set in the August 15th report. The organization and the content of this document shall be mutually agreed to.

7. Other Work - Only with the prior agreement of the Board may the Superintendent undertake consultative work, speaking engagements, or teaching assignments.

8. Professional Activities - Superintendent shall be encouraged to attend appropriate professional meetings at the local, state, and national levels. Such costs shall be estimated for budget purposes and approved in advance.

(i) Superintendent may submit a request for approval to attend a national conference of his choice on a biannual basis

9. Physical Examination - The Superintendent will be required to obtain an initial comprehensive physical examination, and thereafter to obtain a physical examination once a year during the term of this Agreement. An amount not to exceed \$100.00 shall be paid by the school district toward the cost to obtain a comprehensive medical examination.

10. Fringe Benefits - The Superintendent shall receive all rights and benefits as provided to the administrative staff except as modified below. Such benefits shall include but not be limited to the district health care plan, the dental plan, the disability insurance plan, the life insurance plan, and credit reimbursement plan.

a. Vacation – The Superintendent shall receive twenty (20) vacation days annually. Unused vacation days may be accumulated to a maximum of sixty (60) days. Use of more than twenty (20) days of accumulated vacation in any fiscal year shall require prior Board approval.

(i) The Superintendent shall be reimbursed annually at the applicable per diem rate at the time of accrual for the maximum of five (5) unused vacation days.

b. Sick Leave - The Superintendent shall receive twelve (12) sick days annually. Unused sick days shall accumulate without limit. Upon retirement and notice to the Board, sick days accrued during service to the District shall be reimbursed at the Superintendent's per diem rate not to exceed forty (40) days. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such compensation shall only be payable at the time of retirement (in accordance with PSERS guidelines), and shall be based on unused sick days credited on the day of retirement for unused sick days accumulated in the District only. Accumulated unused sick days compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

c. Personal Leave – Five (5) days of personal leave per year shall be granted. These days must be used in the year in which they are granted and shall not accumulate and/or be carried forward.

(i) Upon separation of the Superintendent from the District, all unused personal leave days, if any, shall be reimbursed at the per diem rate at the time of accrual.

d. Expenses - The Superintendent shall be reimbursed for reasonable expenses incurred on district business. All reimbursement shall conform to the standard district policy concerning expense reimbursement.

e. Holidays - The Superintendent shall have the following holidays available during the fiscal year: Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Day, Good Friday, and Memorial Day.

- Except for July 4th during the summer months of June, July, and August the district superintendent/business office will be open and the Superintendent present except for vacation or other absence as personal days, sick days, conference, etc.

f. Term Life Insurance - The Superintendent shall be provided term life insurance by the Board in the amount of \$250,000.00.

g. Medical Insurance - In the event the Superintendent elects not to enroll in the medical insurance program of the District, the District, in lieu thereof, shall pay the Superintendent the amount of \$2,500.00 subject to all withholding deductions ("benefits waiver").

h. Floating / Flex days - Three (3) floating / flex days per year shall be granted. These days must be used in the year in which they are granted and shall not accumulate and/or be carried forward.

i. No Post-Retirement Benefits - the Superintendent does not intend to retire at the end of the term of this Contract, therefore this Contract does not provide for any post-retirement benefits except as set forth in section 10(b).

11. Termination of Employment Contract - This Employment contract may be terminated by:

- a. Mutual agreement of the parties.
- b. Retirement of Superintendent.
- c. Disability of Superintendent.

Should Superintendent be unable to perform his duties by reason of illness, accident or other cause beyond his control, and said disability continues for a period of more than thirty (30) days beyond all sick or other available leave to which Superintendent is entitled under this Contract, the District may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations contained herein shall terminate.

d. Discharge for Cause - Superintendent shall throughout the term of this Contract, be subject to discharge for good and just cause, provided however, that the District shall not arbitrarily and capriciously call for his dismissal and the Superintendent shall, in any event, have the right to service of written charges, adequate notice of hearing, a fair hearing and all elements of due process. Superintendent shall have the right to be represented by counsel at his sole cost.

- e. Unilateral Termination by Board of Education - In the event of early termination during this Contract by the Board and except as set forth in section 1 hereof, the Superintendent would be entitled to continuation of salary only for five (5) months or until the end of the Contract, whichever is less, or upon acceptance of employment in

another position but in no event shall said salary payment exceed the said five (5) month period; and with the exception of accumulated leave as per sections 10(a), (b), and (c), no other benefits of this Contract, of Board policy, or of past practice of the school district. The Superintendent reserves his right to due process under this section.

- f. Unilateral Termination by Superintendent – In the event of early termination by the Superintendent, he would be entitled to payment for all accumulated leave per sections 10(a), (b), and (c), if any, provided the Board had been given at least 60 (sixty) days prior notice.

12. Contract Renewal - Should Superintendent not be notified in writing in timely manner and in accordance with applicable school law of the District's intent to receive other applications for the Superintendent position at the conclusion of the term for which appointed, Superintendent shall be re-appointed for a term of years not less than the length of the expiring term and the terms and conditions of this Contract shall be incorporated in a successor contract unless mutually agreed otherwise by District and Superintendent.

13. Miscellaneous – This Contract contains the entire agreement between the parties. If during the term of this Contract, it is found that a specific clause of the Contract is illegal in violation of federal or state law, the remainder of the Contract not affected by such ruling shall remain in force. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Contract shall not be modified except in writing signed by the Superintendent and approved by the Board, and executed by an authorized officer of the Board.

This Contract shall be governed and construed in accordance with the laws of the State of Pennsylvania.

The District and Superintendent hereby irrevocably consents to the jurisdiction of the courts located in Susquehanna County, Pennsylvania, and the United States District Court for the Middle District of Pennsylvania for any suit brought or action commenced in connection with this Agreement, and agrees not to contest venue or jurisdiction in any such courts.

All reference to the Public School Code of 1949 herein shall also refer to any amendments to such act or to any re-codification of such Act.

Any notice required by this Agreement shall be effective if mailed to the other party at the address shown herein.

Board President
Mountain View School District
c/o School Board Secretary
11748 State Route 106
Kingsley, PA 18826-6941

Michael S. Elia

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Jason Richmond, President
Mountain View School District
Board of Education

Michael S. Elia
Mountain View School District
Superintendent

Thomas Witiak, Board Secretary
Mountain View School District
Board of Education