

**BELLWOOD-ANTIS SCHOOL DISTRICT**

**SUPERINTENDENT CONTRACT**

THIS AGREEMENT is made this 12<sup>th</sup> day of April, 2022, by and between:

**THE BOARD OF SCHOOL DIRECTORS OF THE BELLWOOD-ANTIS SCHOOL DISTRICT**, a School District with offices located at 400 Martin Street, Bellwood, Pennsylvania 16617, hereinafter referred to as "School District,"

**A N D**

**MR. EDWARD G. DiSABATO**, Pennsylvania, a duly commissioned SUPERINTENDENT, party of the second part, hereinafter referred to as "SUPERINTENDENT."

**W I T N E S S E T H**

WHEREAS, the Board has determined that Mr. DiSabato is capable and qualified to serve as SUPERINTENDENT; and

WHEREAS, the Board, at its regular meeting on April 12, 2022, appointed the SUPERINTENDENT to act in the capacity of SUPERINTENDENT of the Bellwood-Antis School District for the period from July 5, 2022 to June 30, 2027; and

WHEREAS, the SUPERINTENDENT and the Board 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. DiSabato is hereby elected and hired to serve as SUPERINTENDENT of the Bellwood-Antis School District commencing on July 5, 2022 to June 30, 2027, 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 to the best of his abilities in a competent 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.

2. **LEGAL QUALIFICATIONS.** The SUPERINTENDENT covenants that he possesses all of the qualifications that are required by law to serve as a SUPERINTENDENT in the Commonwealth of Pennsylvania. 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 his designee shall serve as advisor to the Board on matters affecting the SCHOOL DISTRICT. The SUPERINTENDENT shall also have the right to attend all committee meetings and Executive Sessions excepting those relating to his own employment.
- (c) Criticisms, complaints, and suggestions called to the attention of the SCHOOL DISTRICT shall 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. Nothing in this section shall preclude the right of Board Members from exercising their responsibilities 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) **Weekly Update.** The SUPERINTENDENT shall update the Board of School Directors weekly in writing on issues in a written format acceptable to the Board of School Directors.
- (f) **Annual Report.** Each year, 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 report shall be due before graduation of each school year. However, 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. The first such report shall be due in June 2023.
- (g) SUPERINTENDENT agrees to devote his full time, attention, energies, skills and labor to his employment as SUPERINTENDENT during the term of this Agreement.

4. **DUTIES AND FULL TIME EMPLOYMENT.** SUPERINTENDENT shall be the Chief Executive Officer of the District and, as such, responsible for:

NOTE: This is a non-exhaustive list of the duties of the SUPERINTENDENT that may be amended from time to time by the Board of School Directors. For a more detailed listing of Job Duties and Responsibilities, see attached Job Description under Appendix A.

- (a) Recommending the employment of all employees and directing and assigning teachers and other employees of the school under his supervision;
- (b) Organizing, supervising, and arranging the administrative and supervisory staff;
- (c) Suggesting policies and procedures deemed necessary for the efficient and proper operation of the District;

- (d) Recommending annual objectives for the District consistent with the direction and priorities established by the Board;
- (e) Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;
- (f) Involving the Board no later than the end of January each year in the preparation of the annual budget;
- (g) Providing the Board with information pertinent to its legislative role;
- (h) Preparing and submitting to the Board all matters requiring legal action;
- (i) Attending all Board meetings as may be required from time to time, and submitting a formal SUPERINTENDENT's Report, at the regular meetings;
- (j) Informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof;
- (k) Performing all duties incident to the office of the District SUPERINTENDENT as set forth in the Public School Code of 1949, as amended, and such other duties as may be legally prescribed by the Board of School Directors.

**5. SCHOOL DISTRICT** The SCHOOL DISTRICT, on its own behalf and on behalf of the electors of the District, hereby retain 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.

**6. COMPENSATION.** 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) Effective July 5, 2022, the SCHOOL DISTRICT shall pay the SUPERINTENDENT an annual base salary in the amount of One Hundred Thirty Three Thousand Dollars (\$133,000.00).
- (b) On July 1, 2023, and on July 1<sup>st</sup> of every subsequent year of this Contract, the SUPERINTENDENT shall receive an increase in salary in the amount of Three Thousand Dollars (\$3,000.00) based on an annual Assessment of Performance and meeting with the Board and provided the SUPERINTENDENT receives an overall rating of "proficient" (satisfactory) or higher on his annual performance assessment.

Each increase shall be added to and become part of his annual base salary. The process of Assessment of Performance is outlined under Section 11 of this Agreement.

- (c) The District retains the right to adjust the SUPERINTENDENT's annual salary during the term of this Agreement and any extension thereof, provided that such adjustment shall not reduce the annual salary in effect at any given time without the written approval of the SUPERINTENDENT. Any adjustment in salary made during the life of this Agreement shall be recorded in the Board minutes and shall become a part of this Agreement.
- (d) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other administrative staff.

**7. BENEFITS.**

The DISTRICT shall provide the SUPERINTENDENT with the following benefits:

- (a) **Vacation Leave days.** Twenty (20) days each year prorated for the period from commencement of the work (July 5, 2022) through June 30, 2023. On July 1, 2023 and July 1<sup>st</sup> of each subsequent year of the contract, the SUPERINTENDENT shall receive twenty (20) days of vacation with full pay. In addition, per Paragraph IV. F. of the Act 93 Agreement, the SUPERINTENDENT shall receive an additional four (4) vacation days per year. In the event the SUPERINTENDENT works less than a full calendar year, vacation leave shall be prorated.

The SUPERINTENDENT shall have the option to convert up to ten (10) unused vacation days per year into a 403(b) contribution.

The SUPERINTENDENT shall be able to accrue a cap of forty (40) vacation days for which he will be paid his per diem rate via cash payment or deposit into a designated tax-sheltered annuity, e.g. 403(b) or other designated account, as specified by SUPERINTENDENT at the time of retirement or in the event of resignation, termination, mutual consent or death.

NOTE: SUPERINTENDENT shall be credited in Year 1 only of this Agreement for additional vacation days as mutually agreed to between the parties for days where he visited the District for transitioning purposes prior to the effective date of this Agreement (7/5/2022).

- (b) **Holidays.** Authorized paid holidays in accordance with and consistent with the District's policy and procedure and as outlined in the Act 93 Agreement.

(c) **Personal Days.** The SUPERINTENDENT shall receive three (3) personal days in accordance with and consistent with the terms outlined in the Act 93 Agreement.

(d) **Sick Leave.**

The SUPERINTENDENT shall receive twelve (12) days of sick leave with full pay each additional year of this Contract, which shall be credited in full on July 1, 2022 and on July 1st of each subsequent year of this Contract. In the event the SUPERINTENDENT works less than a full calendar year, sick leave shall be prorated.

The SUPERINTENDENT may be required to provide a doctor's note for any absence greater than three (3) consecutive days or where abuse is suspected.

The unused portion of sick leave shall accrue from year to year without limit. Upon the SUPERINTENDENT'S separation from employment (including retirement), the District shall pay the SUPERINTENDENT for unused days of sick leave at the rate of eight-five dollars (\$85) per day for each day of unused sick leave. Payment shall be via cash payment or deposited into a designated tax-sheltered annuity, e.g., 403(b) or other designated account as specified by SUPERINTENDENT.

The SUPERINTENDENT shall be permitted to transfer up to One Hundred and Seventy (170) sick days (subject to verification) from his prior employer to be used for medical emergencies for himself such as surgeries, hospitalization, medical treatment. Up to fifty (50) of the transferred days and only those sick days earned while employed at Bellwood Antis School District shall be eligible for reimbursement at the time of retirement.

The SUPERINTENDENT may use his days of sick leave to care for the care for members of his "immediate family" as that term is defined in the "Bereavement Leave" subparagraph of this Contract in accordance with the Act 93 agreement. Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.

If no sick leave days are used during the course of the year, the SUPERINTENDENT shall receive a Four Hundred Dollars (\$400.00) bonus with the option to deposit all reimbursement relating to the above payment into his HSA account during the month of July in accordance with Federal Regulations.

(e) **Emergency Days.** The SUPERINTENDENT will be eligible for up to three (3) noncumulative emergency days in accordance with and consistent with the terms outlined in the Act 93 Agreement.

- (f) **Jury Duty Leave and Court Appearances.** The SUPERINTENDENT shall be permitted to attend, without loss of pay or benefits, jury duty and court and other appearances for any proceeding in which he is subpoenaed to appear as part of his duties and within the scope of his employment.
- (g) **Bereavement Leave.** The SUPERINTENDENT shall receive bereavement leave days in accordance with and consistent with the terms outlined in the Act 93 Agreement.
- (h) **Leave of Absence.** It shall be the policy of the District to grant leaves of absences for reasons deemed appropriate by the District Board of School Directors. During the term of the SUPERINTENDENT's employment, the District reserves unto itself the right to require a fitness for duty evaluation.
- (i) **Term Life Insurance.** The District shall pay the premium for term life insurance at 3x (three times) his current salary, subject to the operating guidelines and procedures of the insurance provider. The District's obligation is for the payment of the premium only. The SUPERINTENDENT shall have the sole right to designate the beneficiary of such policy.
- (j) **Medical Insurance.** Medical Insurance Coverage shall be consistent with and in accordance with the terms outlined in the then-applicable Act 93 agreement between the District and its Act 93 group for professional/tenured administrators, and subject to the operating guidelines and procedures of the insurance provider.
- (k) **Dental and Vision Insurance.** Dental and Vision Coverage shall be consistent with and in accordance with the terms outlined in the Act 93 Agreement and subject to the operating guidelines and procedures of the insurance provider.
- (l) **Tuition Reimbursement, Professional Development and Continuing Education.** SUPERINTENDENT shall be reimbursed the cost of tuition in accordance with and consistent with the terms outlined in the Act 93 Agreement. In addition, the School District shall pay the full enrollment cost and fees for all professional development courses and continuing education courses taken by the SUPERINTENDENT during this Contract; provided that such courses are approved in advance by the Board.

In the event the SUPERINTENDENT leaves employment with the District, the District shall be reimbursed for courses completed by the following schedule: 75% reimbursement within 1 year, 50% reimbursement 1-2 years; 25% 2-3 years.

- (m) **Professional Memberships.** The District shall provide the SUPERINTENDENT with annual membership in the following professional associations: ASCD

(formerly the Association for Supervision of Curriculum Development); the Pennsylvania Association of School Administrators; the Pennsylvania Association of School Business Officials; Pennsylvania School Boards Association and The Forum for Western PA School Superintendents. The costs of such membership dues will be paid by the District.

- (n) **Expense Reimbursement.** The District shall reimburse the SUPERINTENDENT for all actual and necessary travel and other expenses, i.e., mileage, lodging, meals, tolls, required in the performance of his official duties subject to such limitations provided by School District Policy. Travel expenses for the use of the SUPERINTENDENT'S personal automobile for the School District's business shall be reimbursed at the rate per mile allowed by the Internal Revenue Code.
- (o) **Cell Phone/Internet Stipend.** Upon application for reimbursement and based on the SUPERINTENDENT'S need to perform certain duties related to his position while away from the District, the District will reimburse the SUPERINTENDENT One Hundred Twenty-Five Dollars (\$125.00) per month for cell phone/Internet usage at home.
- (p) **Computer Equipment.** The District shall provide the SUPERINTENDENT with a laptop computer and accessories to assist in the performance of his official duties as Superintendent of the District.
- (q) **Meetings and Conferences.** The duties of the SUPERINTENDENT require his participation and presence at numerous meetings, conventions and conferences in order to maintain awareness of current issues, programs and information. The SUPERINTENDENT'S attendance at seminars, workshops, in-service programs, conferences, school activities and graduate education programs is necessary to keep the knowledge and skills required for his position. The School District considers the reasonable expenses involved in such activities, including the SUPERINTENDENT'S attendance and participation in regional, state, and national education-related conferences, to be directly related to the SUPERINTENDENT'S duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with School District policy and procedures. With Board approval, the SUPERINTENDENT is permitted and encouraged to sit on local, state, or national boards that have an educational purpose and may benefit the School District. Reasonable expenses for these Boards will be reimbursed by the School District. Out of state attendance will require Board approval.
- (r) **Extended Disability Leave.** Maximum leave of absence without pay up to two (2) years and continuation of all insurance benefits to a maximum of one (1) year.



(s) **Other Benefits.** The SUPERINTENDENT shall be entitled to any and all benefits and incentives provided to any other benefits and incentives specified in the District's 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 Contract, contingent upon meeting all eligibility criteria including those pertaining to years of service in Bellwood-Antis School District. Any increase or improvement in benefits and incentives extended to District employees during the Term of this Contract will also be extended to the SUPERINTENDENT and become part of this Contract. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the SUPERINTENDENT as may be agreed to by the parties.

8. **OTHER WORK.** Only with the prior agreement of the Board may the SUPERINTENDENT conduct and receive compensation for consultative work, lecturing, or other professional duties. No outside employment is permitted in the first year of this contract.

9. **PROFESSIONAL LIABILITY.** The Board 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 Board provided the incident arose while SUPERINTENDENT was acting, or reasonably believed he was acting, within the scope of his employment. If, in the good faith opinion of the SUPERINTENDENT, a conflict exists regarding the defense to such claims between the legal position of the Board and the legal position of the SUPERINTENDENT, the SUPERINTENDENT may engage in separate counsel and the Board shall continue to indemnify the SUPERINTENDENT and pay the full costs of the SUPERINTENDENT'S legal defense, unless the School District's insurance carrier assigns separate counsel to the SUPERINTENDENT, in which case the SUPERINTENDENT must utilize counsel assigned by the School District's insurance carrier. This obligation shall survive the termination of this Agreement.

10. **INVESTIGATIONS BY THE BOARD.** In the event that the Board of School Directors directs that any investigation of the SUPERINTENDENT'S conduct or performance be undertaken, the SUPERINTENDENT shall be: granted the opportunity to respond, verbally or in writing, to findings or conclusions derived from such an investigation. Any investigations undertaken by the Board shall be completed in private without any public disclosure by the Board or the SUPERINTENDENT of the commencement or progress of the same. Nothing herein shall obligate the Board to share attorney-client privileged or work product information with the SUPERINTENDENT following the completion of any investigation of his conduct or performance.

11. **REAPPOINTMENT/TERMINATION.** 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 1073(b) of the Public School Code, as amended, or this Agreement.

**(a) Reappointment.** Pursuant to Section 10-1073(b) of the Pennsylvania Public School Code of 1949, as amended, the agenda for any regular or special meetings of the Board of School Directors held **not later than 90 days prior to June 30, 2027** the expiration of the SUPERINTENDENT's term may include an item requiring the affirmative vote of five (5) or more members of the Board of School Directors of the District's intent to retain him for another three (3) to five (5) year term or alternatively, that another or other candidates will be considered for office. **If the SUPERINTENDENT is not so notified, the SUPERINTENDENT's Agreement will be extended for a one (1) year term through June 30, 2028.**

**(b) Termination** This Agreement may be terminated prior to the end of the Term of this Agreement as follows:

- 1) The SUPERINTENDENT shall be subject to discharge and termination of this Agreement for valid reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for the SUPERINTENDENT's dismissal and the 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 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. SUPERINTENDENT shall be entitled to a transcript of the record of proceedings before the Board, at no cost to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to be represented by counsel at his sole cost and expense.
- 2) This Agreement may be unilaterally terminated without penalty by the resignation of the SUPERINTENDENT at any time provided the SUPERINTENDENT gives the Board **at least sixty (60) days written notice** prior to the effective date of the resignation. If this Agreement is terminated in this manner, the District shall pay and provide to the SUPERINTENDENT all his salary for days worked prior to the effective date of the resignation including any benefit payment to include but not limited to payment for unused vacation leave.
- 3) This Agreement may be terminated by the mutual consent, in writing, of the SUPERINTENDENT and the Board. If this Agreement is terminated in this manner, the District shall immediately pay and provide to the SUPERINTENDENT all of the aggregate compensation, salary, and benefits,

including but not limited to insurance premiums and coverages and payment for unused vacation leave, 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 and any additional amount mutually agreed upon by the Board and SUPERINTENDENT.

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

## 12. ASSESSMENT OF PERFORMANCE.

- (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 June 30 of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors and the SUPERINTENDENT. An evaluation instrument and method mutually agreed upon in writing by the Board and the SUPERINTENDENT shall be utilized for the annual performance assessment.

**The Superintendent will conduct a 90 day Entry Plan. At the conclusion of that period, the Board and SUPERINTENDENT will determine objective performance standards and how they will be measured.**

On July 1, 2023 and on July 1<sup>st</sup> of every subsequent year of this Contract, the SUPERINTENDENT shall receive an increase in salary based on an annual Assessment of Performance and meeting with the Board and provided the SUPERINTENDENT receives an overall rating of "satisfactory/proficient" or higher on his annual performance assessment. Increase shall be applied as outlined in Section 6 of this Agreement. The SUPERINTENDENT, no later than each April 15 preceding his annual evaluation will notify the Board of its obligation to meet with him to undertake a formal performance assessment. If no formal performance assessment is conducted, SUPERINTENDENT'S performance shall be deemed "proficient" and his salary increase shall be provided.

In the event the Board consensus determines that the performance of 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 SUPERINTENDENT.

SUPERINTENDENT shall have the right to make a written response to the evaluation. The Board's evaluation and SUPERINTENDENT's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement provided; however, that SUPERINTENDENT shall not be subject to discipline or discharge on the sole basis of unsatisfactory work performance as defined in Section 1080 and/or Section 1122 of the Public School Code of 1949, as amended, in any year when a formal performance assessment is not completed.

- (b) The performance assessment shall be used for the following purposes:
  - i. To strengthen the working relationship between the District and SUPERINTENDENT and to clarify for SUPERINTENDENT and individual members of the Board of School Directors, the responsibilities the Board relies on the SUPERINTENDENT to fulfill; and
  - ii. To discuss and establish goals for the ensuing year.
  - iii. To establish the basis for possible incremental adjustments in the annual salary rate for SUPERINTENDENT.
  
- (c) Performance Expectations, Including Objective Performance Standards. The performance of the SUPERINTENDENT shall be assessed in part against objective performance standards which have been mutually agreed upon by the Board and the SUPERINTENDENT. The District shall post the mutually agreed upon objective performance standards on the District website and shall also annually post whether or not the SUPERINTENDENT met the agreed upon objective performance standards. The Board and 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 January 1<sup>st</sup> of each year of this Agreement, unless another date is mutually agreed upon by the Board and SUPERINTENDENT

**13. MISCELLANEOUS.**

- (a) This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
  
- (b) All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.
  
- (c) This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

**14. 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.

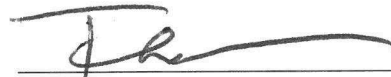
**15. UNLAWFUL PROVISION.** Should any article, section or clause of this AGREEMENT be declared illegal by a court of competent jurisdiction, said article, section or clause as the case may be shall be automatically deleted from this AGREEMENT to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the AGREEMENT if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause 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.

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.

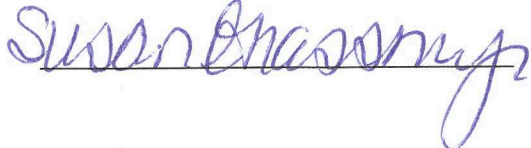
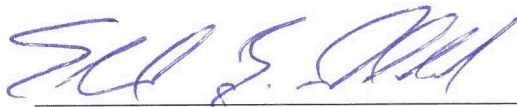
Dated this 12 day of April, 2022.

ATTEST:

  
\_\_\_\_\_  
Gregory P. Gates, Jr.  
Assistant Secretary, Board of Education

  
\_\_\_\_\_  
Thomas Finn  
President, Board of Education

WITNESS:

  
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\_\_\_\_\_  
Mr. Edward G. DiSabato, SUPERINTENDENT

Attachments:

- Appendix A - Job Description
- Appendix B - Evaluation Instrument

Appendix A  
Job Description

**DISTRICT SUPERINTENDENT**

The Superintendent is the Board's chief executive. In general, the Board is the legislative body that makes the rules and the Superintendent is delegated by the Board the responsibility for the execution of these policies. Each needs the counsel and advice of the other in carrying out its functions. The Superintendent should have sufficient executive authority to execute rules and policy within a reasonable frame of reference to maintain the dignity of the office and to maintain an effective working organization.

The Superintendent is a commissioned officer of the Department of Education.

On the matter of duties of Superintendents, the Code says in Section 1081:

*The duties of the district superintendent shall be to visit personally as often as practicable the several schools under his supervision, to note the courses and methods of teaching in each school as he deems expedient and necessary, and to report to the board of school directors any insufficiency found, so that each school shall be equal to the grade for which it was established and there may be, as far as practicable, uniformity in the courses of study in the schools of the several grades, and such other duties as may be required by the board of school directors. The district superintendent shall have a seat on the board of school directors of the district, and the right to speak on all matters before the board, but not to vote.*

Therefore, the Superintendent must be responsible for an effective district-wide program of instruction and related services. This is done either directly by the Superintendent or by delegating and/or sharing responsibilities with the principals, supervisors, instructional staff and non-instructional staff as the circumstances may dictate and obligations may indicate.

The following outline covers the responsibilities the chief school administrator must ensure are accomplished:

I. BOARD RELATIONS

A. Board Meetings

1. Prepare agenda and all pertinent material for Board meetings.
2. Receive and review reports before submission to the Board.
3. Attend Board meetings.
4. Provide administrative reports to the Board.
5. Follow-up on all action taken by the Board.

B. Board Committee Meetings

1. Prepare any pertinent materials for committees.
2. Attend all committee meetings.
3. Prepare follow-up information as requested by Board.

Appendix A  
Job Description

C. Keep Board Informed

1. Provide administrative reports and other data as needed.
2. Make recommendations on all appropriate matters that come before the Board.
3. Keep Board informed about operations and business in the district.

D. Policy Updates

1. Administer policies of the Board within the district and ensure compliance with policies.
2. Assist in all policy development and revision.

E. School Law

1. Consult with the Solicitor for purposes of interpreting the School Law provisions as outlined in the Pennsylvania School Code for the Board.
2. Administer the schools so as to comply with school law.
3. Serve as a liaison between the Board and the school solicitor.

II. BUSINESS AND FISCAL MANAGEMENT

- A. Responsible for requisitions for all school supplies and equipment materials.
- B. Determine all school district needs in consultation with principals, department heads, support staff supervisors, business manager and teachers.
- C. Approve all purchase orders and invoices.
- D. Review and analyze bids and be prepared to make recommendations to the Board.
- E. Forecast financial requirements.
- \* F. Prepare annual budget in cooperation with business manager and review proposed budget with Board.
- G. Manage budget allocations.
- H. Responsible for cost effectiveness management.
- I. Supervise and plan for all federal projects.
- J. Supervise completion of all required state reports.
- K. Assist with negotiations with professional and support staff contracts.
- L. Assist with development of middle-management team plans.
- M. Responsible for contracted services.

\* A large amount of background work for the budget is the responsibility of the business manager in providing estimated total revenues (federal, state, local) and calculating expenditures.

## Appendix A Job Description

### III. STAFF PERSONNEL MANAGEMENT

- A. Recruitment and Interviewing.
  - 1. Responsible for recruitment of qualified staff.
  - 2. Responsible for initial interviews for all professional and support staff.
  - 3. Arrange details for Board interviewing of final applicants.
  - 4. Responsible for interviewing and recommending substitute personnel, instructional and support personnel.
- B. Responsible for assignment and utilization of employed personnel and monitoring of work schedules.
- C. Administer personnel policies and procedures to ensure an efficient running organization.
- D. Responsible for supervision of all administrators and supervisors.
- E. Administer personnel evaluation systems for all employees.
- F. Administer all personnel contracts and work to resolve all labor-management issues which rise.
- G. Plan and direct in-service for employees.
- H. Monitor proper certification and tenure for the professional staff.

### IV. CURRICULUM AND INSTRUCTION MANAGEMENT

- A. Provide overall supervision of all instructional programs, including special education services, although direct control of curriculum and instructional staff is the responsibility of the principals.
- B. Keep current with trends and developments in curriculum and instruction, serving as instructional leader for the district.
- C. Monitor effectiveness of instructional programs.
- D. Initiate new programs, modify existing ones and discontinue others.
- E. Review workshops, study groups and conferences for teachers recommended by principals for Board approval.
- F. Direct supervision of instruction.
- G. Plan and direct staff development.
- H. Supervise the development and implementation of the strategic plan for the district.

### V. FACILITIES MANAGEMENT

- A. Plan and provide physical facilities.
- B. Manage maintenance of buildings and grounds.
- C. Direct the utilization of facilities and maintain an all-school activity calendar.
- D. Provide for security and safety of personnel, students and property.



## Appendix A Job Description

- E. Plan for and manage modifications and renovations of facilities to provide for all instructional needs and to comply with all building regulations. Work with architect to achieve building changes as needed.
- F. Keep the Board informed on the condition of buildings and grounds.

### VI. STUDENTS

- A. Responsible for overall supervision of students, with principals assuming primary responsibility for student behavior and activities.
- B. Promote and support a progressive, reasonable, but firm disciplinary program in the schools.
- C. Assist with any student problems referred by principals.
- D. Support all disciplinary policies and actions of principals.
- E. Responsible for proper action in case of suspensions and expulsions.
- F. Enforce district residency and entry age policies.
- G. Provide comprehensive student services including guidance, psychological, medical, instructional and emotional support, and library.
- H. Support extra-curricular activities for students.

### VII. TRANSPORTATION

- A. Responsible for coordinating responsibilities with business manager.
- B. Develop and execute contracts with bus contractors.
- C. Monitor development of bus routes and schedules.
- D. Responsible for emergency decisions and actions.
- E. Responsible for delays and/or cancellations.
- F. Assist principals in taking care of special student-parent-bus driver related problems. Routine discipline is handled by principals.
- G. Arrange special transportation for students as needed.
- H. Supervise video monitoring on buses.
- I. Oversee completion of reports for Department of Education.

### VIII. CAFETERIA

- A. Responsible for coordinating food service operations with food service supervisor.
- B. Supervise any cafeteria use by school or community groups as approved by the Board.
- C. Responsible for reports on cafeteria operation and adequate record keeping by secretary in cooperation with food service supervisor.

## Appendix A Job Description

### IX. PROFESSIONAL AND PERSONAL DEVELOPMENT

- A. Keep self current professionally including keeping abreast of current research and effective instructional practices.
- B. Participate in local, state and national professional organizations.
- C. Attend important Department of Education meetings and other regional meetings of importance to the school.
- D. Attend Intermediate Unit Superintendent Advisory Council meetings.
- E. Attend Vocational-Technical School Advisory Council meetings.

### X. PUBLIC RELATIONS

- A. Responsible for establishing positive relationships between school and community
  - 1. Coordination of information to community.
    - a. periodic newsletters
    - b. talks to groups when requested
    - c. use of radio and newspapers
- B. Support P.T.O. and booster groups.
- C. Encourage school visitation and support by parents.
- D. Interpret district problems and concerns to community and public.
- E. Interpret the educational program to the community.
- F. Respond to concerns of the community.

### XI. SUMMARY

While the chief executive officer of the local School Board is responsible for the total operation of the schools within the district, the principals of the respective level schools are the responsible heads and the professional leaders in the development of the educational programs and the improvement of instruction in their schools. All auxiliary personnel must work through the principals in the performance of their duties within these schools. In the performance of these duties, the principals are responsible to the chief administrative officer, who is directly accountable to the Board.

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 and modified from time to time by the Board and as authorized by the Public School Code of the Commonwealth of Pennsylvania