

TUSSEY MOUNTAIN SCHOOL DISTRICT
SUPERINTENDENT’S EMPLOYMENT AGREEMENT
January 20, 2020 – June 30, 2024

It is agreed by and between Dr. Jerry Shoemake and the Board of Directors of the Tussey Mountain School District, subject to the provision of the “Public School Code of 1949” as amended, that:

WHEREAS, the Board has determined that Dr. Shoemake is legally capable and qualified to serve as Superintendent; and

WHEREAS, the Board, at its regular meeting on the 20th of January 2020, elected Dr. Jerry Shoemake to act in the capacity of Superintendent of Tussey Mountain School District for a period of five (5) years commencing January 20, 2020 and ending June 30, 2024.

NOW, THEREFORE, the Board and the Superintendent do hereby agree as follows:

1. **TERMS AND CONDITIONS OF EMPLOYMENT:** Dr. Jerry Shoemake is hereby elected to serve as the SUPERINTENDENT of the Tussey Mountain School District from January 20, 2020 through June 30, 2024, and the Superintendent hereby accepts said election and employment and the terms of this Agreement 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 of 1949, as amended,, and in the job description as adopted (Addendum “A”) 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. Specifically, the Board’s performance expectations include, but are not limited to, the following:
 - (a) The term of each work year for the Superintendent shall consist of two hundred sixty (260) working days;
 - (b) Appropriately monitoring achievement on Pennsylvania System of School Assessment (PSSA) tests;
 - (c) Appropriately monitoring achievement on Keystone exams;
 - (d) Appropriately monitoring acceptable student growth as measured by the Pennsylvania Value-Added Assessment System;
 - (e) Maintaining attrition and graduation rates;
 - (f) Adhering to legal and accepted financial management standards;
 - (g) Implementing and enacting Board policy so as to ensure the standards of excellence expected relative to the education and safety of the School District’s students;

- (h) Achieving a strong working relationship with administrators and teachers to ensure a standard of operational excellence;
 - (i) Striving to expand the educational opportunities of School District students through exploring and implementing innovative ideas;
 - (j) Striving to expand the educational opportunities of School District students through exploring and implementing innovative ideas;
 - (k) Staying current and informed regarding governmental changes and requirements in educational funding, programs, standards and curriculum; and
 - (l) Satisfactorily performing the other administrative functions set forth below in paragraph 3 of this Agreement.
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 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) Exercising administrative responsibility for the maintenance and improvement of the School District's physical plant and facilities, of its supportive and auxiliary functions, and of effective communications within the school system, and for the direction and impact of community and public relations programs;
 - (d) 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.
 - (e) 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 of 1949, as amended, and as outlined in this Agreement, the performance evaluation criteria and 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.

- (f) **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.
- (g) **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 June 30 of each year.
- (h) SUPERINTENDENT agrees to devote his full time, attention, energies, skills and labor to his employment as SUPERINTENDENT during the term of this Agreement.

- 4. **COMPENSATION AND BENEFITS:** The Board of School Directors and the School District Superintendent agree to the following conditions as they relate to this Agreement or any amendment or extension to this Agreement. These conditions embody all compensation and benefits to which the Superintendent is entitled:

A. **COMPENSATION:**

Dr. Jerry Shoemake be appointed District Superintendent of the Tussey Mountain School District effective January 20, 2020 for a five (5) year term, expiring June 30, 2024. The salary for the five (5) year contract will be:

2019-20	\$106,638 (pro-rated)
2020-21	\$109,304
2021-22	\$112,037
2022-23	\$114,837
2023-24	\$117,708

- a. Salary increases shall be applied unless the Superintendent's performance is rated as "unsatisfactory" on his annual assessment for the prior school year in accordance with the provisions of this Agreement and the attached evaluation tool, to be agreed upon by the parties. (see Addendum "B").
- b. 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.
- c. 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.

B. BENEFITS:

(1) INSURANCES:

- (a) Hospitalization and Surgical Insurance shall be as provided in the Agreement between the TMSD and the TMEA.
- (b) Term Life Insurance – The district shall pay for a \$50,000 term life insurance plan.
- (c) Dental Insurance – as provided in the agreement between the TMSD and the TMEA.
- (d) Vision Insurance – as provided in the agreement between the TMSB and the TMEA.

(2) LEAVES:

- (a) Sick Leave – On July 1 of each contract year, Dr. Shoemake shall be credited with seventeen (17) days sick leave. He will be permitted to use up to four (4) of the allotted seventeen (17) sick days due to the illness of an immediate family member. Members of the immediate family shall include father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who lives in the same household or any persons with whom the employee has made his home. Family member must be specified when leave request is made. The unused portion of days shall accumulate from year to year without limitation. The District reserves the right to request a physician's statement for absences in excess of three (3) consecutive days or where abuse is suspected. In the event the Superintendent works less than a full year, Sick Leave shall be prorated.
- (b) Sick Leave Buy Back: The District agrees to pay Dr. Shoemake a stipend for each unused sick day remaining at the time of retirement from Public School Employees Retirement System PSERS as follows:
 - \$60.00 per day for 1 – 99 days
 - \$75.00 per day for 100+ daysThis money shall be put into a 403(b) account at the time of retirement. There shall be no cash option.
- (c) Vacation – Twenty (20) days vacation shall be credited on July 1 of each year of the contract. Days shall be accumulated from year to year to a maximum of 40 days. In the event the Superintendent works less than a full calendar year, vacation leave shall be prorated.

It is understood and agreed that the SUPERINTENDENT shall not utilize vacation leave during the first two weeks of school or the last two weeks of school, except as otherwise expressly authorized by the Board President.

- (d) Personal Leave – Two (2) personal days shall be credited each year with unused days at the end of each year converting to sick leave days. Personal leave use shall be subject to:
 - a. The SUPERINTENDENT shall notify the Board President at least three (3) days prior to expected use of personal leave, except in cases of emergency when advance notice is not possible.
 - b. Such leave will not be disruptive to the scholastic program.
 - c. Approval by the Board President.

- (e) Bereavement Leave – If Dr. Shoemake should be absent from duty because of a death in his immediate family, there shall be no deduction in his salary for an absence of not in excess of five (5) school days in conjunction with the date of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household or any person with whom the employee has made his home. If Dr. Shoemake is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for a period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. Not in excess of three school days shall be permitted for grandparent, grandchild, son-in-law, or daughter-in-law.

- (f) Jury Duty Leave – If Dr. Shoemake is required to serve on jury duty, there shall be no deduction in his salary, provided that he presents the summons for jury duty and reimburses the district for any jury duty pay received from the respective judicial district minus the expenses reimbursed by the judicial district.

- (g) Military Leave – as provided in the agreement between the TMSD and the TMEA.

- (h) Child Care Leave – as provided in the agreement between the TMSB and the TMEA.

- (i) Early Leaves - as provided in the agreement between the TMSB and the TMEA.

(3) PROFESSIONAL DEVELOPMENT/PROFESSIONAL MEMBERSHIPS:

- (a) Membership in at least two Professional Organizations shall be paid by the district.
- (b) The district will encourage and pay for the Superintendent to attend conferences and workshops necessary to keep the knowledge and skills required for his position. The Superintendent shall advise the Board President of his intent to attend such conferences. Out of state attendance will require Board preapproval.
- (c) Tuition reimbursement as provided in the agreement between the TMSB and the TMEA – courses must have prior approval from the Board.

C. MISCELLANEOUS:

- 1. Mileage incurred while doing business for the district shall be reimbursed at the rate paid other employees of the district.
- 2. Expenses incurred while performing the duties of the Superintendent shall be fully reimbursed by the district. These include, but are not limited to meals, lodging, phone calls, etc., and are subject to limitations provided by District Policy or Board Directive, to be paid only after properly itemized receipts in writing are made by the Superintendent.
- 3. Rights and privileges and responsibilities provided in the School Code shall be provided to Dr. Shoemake.
- 4. Nothing in this contract shall limit Dr. Shoemake and the Board to negotiate for and/or add new items or increase provisions of present items.
- 5. Any additional fringe benefits provided for administrators or teachers during the length of this contract will also be provided for Dr. Shoemake.
- 6. Payment for unused vacation days at the termination of this contract shall be at the per diem rate for final year of contract or year of resignation.
- 7. 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.

D. EVALUATION: The Board shall conduct an annual evaluation of the Superintendent's performance based on: his progress towards Board-established goals as delineated in paragraph 1 of this Agreement and which may be clarified and 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 result of the evaluation and any established goals for the following year shall be reduced to writing. Six (6) months after the annual evaluation, the Board and Superintendent shall review progress towards any established goals. The results of this semiannual review and any changes to the established goals shall be reduced to writing.

1. 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 or evaluation tool to be completed as **Addendum "B"** of this Agreement within one hundred twenty (120) days of the effective date of this Agreement 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 discussed outside of the confines of Executive Session except as required under Act 82 of 2012 and Section 1073.1 of the Pennsylvania Public School Code of 1949, as amended.

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

- (a) 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 and the performance expectations of the Superintendent position;
- (b) To discuss and establish goals for the ensuing year;
- (c) Address any work performance issues.

3. 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 July 1st of each year of this Agreement, unless another date is mutually agreed upon by the Board and SUPERINTENDENT

E. 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.

- 1. Any modification or change to the terms of this Agreement must be in writing and mutually agreed upon by the Parties.

2. The Agreement may be terminated for cause by virtue of breach of the terms of this Agreement, including but not limited to an unsatisfactory evaluation of the Superintendent by the Board.
3. **Termination** This Agreement may be terminated prior to the end of the Term of this Agreement as follows:
 - a) The SUPERINTENDENT shall be subject to discharge and termination of this Agreement for valid reasons specified in Section 1080 of the Public School Code of 1949, as amended. 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 the cost to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to be represented by counsel at his sole cost and expense.
 - b) 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.
 - c) 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.
 - d) 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.

F. **EXTENSION OR RENEWAL OF SUPERINDENT'S CONTRACT:** The Agreement shall terminate at the end of the recited contractual term unless the contract is allowed to renew automatically under the provisions of the School Code. Any extension or renewal of the Superintendents term and/or Agreement shall be governed by Section 1073 of the Public School Code of 1949 as amended, and any other provision(s) of the School Code in effect at the time.

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 July 1, 2024** not prior to 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, 2024.

G. **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.

H. 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.

I. **PROFESSIONAL LIABILITY.** 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.

J. 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.

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.

FOR THE DISTRICT:

EMPLOYEE:

James L. Hodge Date
Board President

Dr. Jerry Shoemake Date
Superintendent

Lisa M. Rankin Date
Board Secretary

ATTACHMENTS:

- ADDENDUM "A" (Job Description)
- ADDENDUM "B" (Evaluation Tool)