

**MT. LEBANON SCHOOL DISTRICT**

**EMPLOYMENT CONTRACT**

**ASSISTANT SUPERINTENDENT FOR ELEMENTARY EDUCATION**

**THIS CONTRACT**, made and entered into this 12<sup>th</sup> day of December, 2016, by and between **THE MT. LEBANON SCHOOL DISTRICT**, a school district created in accordance with the laws of the Commonwealth of Pennsylvania and with its principal office situated at 7 Horsman Drive, Mt. Lebanon, Pennsylvania, 15228 (hereinafter referred to as “School District”), and Dr. Marybeth D. Irvin, residing at 217 Connecting Road, Mt. Lebanon, Pennsylvania 15228 (hereinafter referred to as “Assistant Superintendent”).

**PREAMBLE**

WHEREAS, the Board of School Directors of Mt. Lebanon School District (hereinafter referred to as “Board”) at a meeting of the Board duly and properly called on the 12<sup>th</sup> day of December, 2016, upon the nomination of the Superintendent, did appoint Dr. Marybeth D. Irvin to the Office of Assistant District Superintendent for Elementary Education in accordance with the provisions of Sections 508, 1071, 1073, 1073.1, 1076, 1077 and 1080 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. § 1-101 *et seq.*); and

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

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

## ARTICLE I. TERM

**1.0 Term.** The Board does hereby elect and appoint Dr. Marybeth D. Irvin to the position of Assistant Superintendent for Elementary Education of the Mt. Lebanon School District for a term of five (5) years commencing July 1, 2017 and terminating June 30, 2022.

**1.1 Contract Year.** All references in this Contract to “contract year” shall mean the period of time from July 1<sup>st</sup> to the following June 30<sup>th</sup>.

**1.2 Termination, Renewal or Extension.** This Contract shall terminate immediately upon the expiration of its term unless allowed to automatically renew as provided by Section 1077 (b) of the Public School Code, as amended; provided, however, that the requirement of Board action at least one hundred fifty (150) days prior to the expiration date of the term of office as specified in Section 1077 (b) is increased to one hundred eighty (180) days. Any renewal or extension of the Assistant Superintendent’s term beyond the term of the Contract shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended, either through the automatic renewal described above or the execution of a new contract.

**1.3 Termination for Cause.** Throughout the term of the Contract, the Assistant Superintendent shall be subject to discharge for cause as provided by Section 10-1080 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §10-1080), provided, however, that the Assistant Superintendent shall have the right to written charges at least ten (10) calendar days prior to a hearing. At any such hearing before the Board, the Assistant Superintendent shall have the right to be present and to be heard, to be represented by counsel at her expense, and to present through witnesses any testimony relevant to the issue. A transcript of the record of the proceedings before the School District shall be made available to the Assistant Superintendent upon request. The cost of the transcript shall be borne by the Assistant Superintendent. The School District agrees that

it shall on an informal basis inform the Assistant Superintendent that written charges will be issued in accordance with § 10-1080 of the Pennsylvania Public School Code of 1949 prior to the issuance of those written charges. In the event of such termination for cause all salary and benefits shall cease immediately upon the effective date of such termination.

**1.4 Termination other than for Cause.** The Assistant Superintendent's employment may be terminated by the School District other than for cause as provided for in Section 1.3. Prior to terminating the Assistant Superintendent for reasons other than cause the School District agrees to the following procedure:

- A. The Board and the Assistant Superintendent will meet to discuss concerns that the Board has about the Assistant Superintendent's performance.
- B. The School District must submit to the Assistant Superintendent, in writing, the basis of the School District's concerns, and provide the Assistant Superintendent with a six (6) month time period to correct such concerns to the Board's satisfaction. At the end of the six (6) month period the Board will reevaluate the Assistant Superintendent's performance.
- C. If the Board determines that the concerns specified have not been corrected to the Board's satisfaction, the School District will then have the right to terminate the Assistant Superintendent's employment.

In the event that the Assistant Superintendent's employment is terminated pursuant to this Section 1.4, then in lieu of any other claim or remedy the Assistant Superintendent shall continue to be paid her base salary for a period ending upon the earlier of (i) the one year anniversary of the effective date of such termination other than for cause, or (ii) the expiration date of this Agreement, being June 30, 2017; provided, however, that in the event of such termination within the last two (2) years of the Contract term, the amount due to the Assistant Superintendent under this provision shall not exceed the equivalent of one-half of the Assistant Superintendent's base salary due under this agreement for the remainder of the term. Moreover, in the event that the Assistant Superintendent is

entitled to such continued base salary after termination, the School District's liability shall be reduced by the amounts earned by the Assistant Superintendent, directly or indirectly, whether as an employee, consultant, owner, partner or otherwise, during the term of such continued base salary. Assistant Superintendent agrees to promptly advise the School District of any such earned income.

**1.5 Conduct after Separation.** Assistant Superintendent shall not, at any time during Assistant Superintendent's employment with the School District or during the one year following separation from employment for any reason, directly or indirectly solicit, entice or induce any employee of the School District to terminate their employment and/or to become employed by any other school district, person, firm corporation, partnership or other entity.

**1.6 Return of District Property.** Upon Assistant Superintendent's separation from employment for any reason, Assistant Superintendent shall return to the School District all of its property including, without limitation, all documents and information, however maintained (including computer files, tapes and recordings), and all copies thereof, concerning the School District or acquired by Assistant Superintendent in the course and scope of Assistant Superintendent's employment, and the Assistant Superintendent shall not disclose confidential information obtained during her employment with the District to any third party without prior written approval of the Board.

**1.7 Termination by Assistant Superintendent.** This contract may be terminated by the Assistant Superintendent prior to the effective termination date by the Assistant Superintendent submitting a written resignation or notice of retirement to the President of the Board at least one hundred eighty (180) days prior to the effective date of the resignation/retirement provided however, in the event that such resignation or retirement is a result of a medical condition this notice requirement shall be waived. All benefits specified in Exhibit "A" hereto including those under the

Administrative Program as defined therein except for insurance coverage while employed shall be contingent upon compliance with this notice requirement.

1.8. **Retirement.** The Assistant Superintendent does not intend to retire at the end of this term, therefore this contract does not provide for any postretirement benefits, except as may be included in the Administrative Program described in Exhibit "A."

1.9. **No Modification.** The above termination, buyout and severance provisions, including all provisions relating to postemployment compensation and the period of time in which compensation shall be provided, shall not be modified during the course of the contract or in the event that this contract is terminated prematurely.

## ARTICLE II. DUTIES

2.0 **Legal Qualifications.** The Assistant Superintendent covenants that the Assistant Superintendent possesses all of the qualifications that are required by law to serve as a School District Assistant Superintendent. The Assistant Superintendent agrees to maintain throughout the term of the Contract a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. The Assistant Superintendent further agrees to subscribe to and take a proper oath of office before entering upon the Assistant Superintendent's duties.

2.1 **Authority and Duties.** During the term of this Contract, the Assistant Superintendent shall perform the duties of a School District Assistant Superintendent in a competent and professional manner and accept all those responsibilities as are:

- A. Set forth in the Public School Code of 1949, as amended and other applicable laws of the Commonwealth of Pennsylvania.
- B. Set forth in the School District's policies as the same may be amended from time to time and at the direction of the Board of School Directors.

- C. Normally associated with the position of Assistant Superintendent, including, but not limited to budget formulation and administration, pupil course of study and curriculum, public relations, personnel management and labor relations, and such other duties and responsibilities as may be assigned to the Assistant Superintendent from time to time by the Board of School Directors or by the Superintendent, all in accordance with the applicable laws and regulations of the Commonwealth of Pennsylvania.
- D. In addition to the duties set forth above, the Assistant Superintendent shall:
1. Attend all regular and special meetings of the Board as directed by the Superintendent.
  2. Furnish recommendations to the Board on all 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, all subject to final approval by the Board.
  3. Be responsible for the administration of the affairs of the School District, including but not limited to programs, personnel, facilities and business management, with all duties and responsibilities therein to be performed and discharged by the Superintendent or by the staff under the Superintendent's direction.
  4. Devote her full time, attention, energy, skill and labor to her employment as Assistant Superintendent of Elementary Education during the term of this Contract
  5. Such other duties and responsibilities as may be assigned by the Board or by the Superintendent.

### ARTICLE III. PERFORMANCE EVALUATION

**3.0 Performance Based Evaluation.** The performance of the Assistant Superintendent shall be assessed against the goals and objective performance standards listed below (hereinafter “Performance Criteria”). The Board and Assistant Superintendent have mutually agreed to the following Performance Criteria, to remain in effect until modified as described below:

Goal 1: The Assistant Superintendent will assist the Superintendent in operating the District in a fiscally responsible manner.

Goal 2: The Assistant Superintendent will assist the Superintendent in maintaining or improving student achievement across the District, with particular emphasis on the elementary program, grades K-5.

Goal 3: The Assistant Superintendent will assist the Superintendent in leading efforts to implement the Strategic Plan across the District.

Goal 4: The Assistant Superintendent will engage and collaborate with other employees of the District as well as members of the community.

Goal 5: The Assistant Superintendent will continue to advance student learning and teacher development through effective utilization of technology.

The Performance Criteria, and key performance indicators for each of them, will be developed annually by the Board and the Assistant Superintendent. The Superintendent may assist the Board in developing the Performance Criteria and key performance indicators. Modifications may be made annually by the Board of School Directors and Assistant Superintendent to address the current nature of challenges, issues and needs facing the District. The Board may request that the Superintendent provide input regarding proposed modifications. The Assistant Superintendent shall provide the Board

with sixty (60) days prior written notice each year of the due date for the new Performance Criteria.

The Performance Criteria shall be posted on the District's website each year.

As part of the establishment of Performance Criteria the Board shall also develop, after discussion with the Assistant Superintendent, a written evaluation instrument to be used as a basis for evaluating the Assistant Superintendent's performance. The Board may consult with the District Superintendent when developing the written evaluation instrument.

**3.1 Performance Assessment.** The Board shall conduct an annual assessment of the Assistant Superintendent's performance and her working relationship with the Board. The evaluation shall be based upon the Performance Criteria established in accordance with 3.0 hereof. 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 30<sup>th</sup> or as soon thereafter as is practical. Upon completion of the assessment, the Board shall post the date of the assessment, and whether or not the Assistant Superintendent has met the agreed to performance criteria, on the District website.

**3.2 Confidentiality.** The parties agree that the Assistant Superintendent's annual performance review shall be considered privileged and confidential and not disclosed to the public and both parties further agree that they shall respect the confidentiality of the evaluation discussions, unless disclosure is required by law.

#### **ARTICLE IV. COMPENSATION**

**4.0 Salary.** The Assistant Superintendent's salary shall be \$136,708 per annum for the year commencing July 1, 2017. In the second year of the contract and each year thereafter the Assistant Superintendent's compensation, if adjusted, will be adjusted pursuant to Section 4.2

hereof. Salary shall be payable pursuant to the School District's standard payroll schedule and procedures including any required withholding. Any resolution setting such salaries shall become part of this Agreement.

4.1 **Fringe Benefits.** In addition to the foregoing salary, the Assistant Superintendent shall receive all of the benefits set forth in Exhibit "A" hereto, which is made a part hereof.

4.2 **Salary Adjustments.** Any adjustments in the Assistant Superintendent's salary during the term of this Contract shall be deemed an amendment to this Contract provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Assistant Superintendent, or in any manner extending the anticipated termination date of this Contract. Additional compensation or increase in the Assistant Superintendent's annual salary shall be determined by the Board pursuant to performance evaluations conducted each year. Any adjustment to the Assistant Superintendent's compensation shall be effective as of the first day of the contract year for which the salary adjustment is applicable. At no time shall the annual salary of the Assistant Superintendent be decreased during the term of this contract.

#### ARTICLE V. CONSULTING AND OUTSIDE EMPLOYMENT

5.0 **Consulting and Outside Employment.** The Assistant Superintendent will devote her full time attention, energies, skills and labor to her employment as Assistant Superintendent during the term of this Contract; provided, however, the Assistant Superintendent may undertake consulting work, speaking engagements, writing, lecturing, teaching, or other professional duties and obligations provided that such work occurs on personal vacation time or at other times with the prior written approval of the Board. The Board must be informed of the nature and extent of the activities before they are undertaken, the activities must not interfere or conflict with her duties and the Board

does not otherwise direct her to discontinue such activities. The Board may direct that such activities be discontinued at any time.

#### **ARTICLE VI. PROFESSIONAL LIABILITY**

**6.0 Professional Liability.** The Assistant Superintendent shall receive all of the benefits and protections of the Pennsylvania Local Government Tort Claims Act 42, PA. C.S.A. §8541 et. seq., and shall be provided coverage to the maximum extent permitted under the School District's Errors and Omissions Policy. In the event the School District fails to provide coverage in its Errors and Omissions insurance policy, or the Pennsylvania Local Government Tort Claims Act is amended or repealed, the School District agrees that it shall defend, hold harmless, and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in her individual capacity, or in her official capacity as agent and employee of the School District, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Assistant Superintendent was acting within the scope of her employment and authority and provided further such liability coverage would have been within the authority of the School District to provide under state law, for all claims made and occurrences throughout the term of this Contract or any extensions thereof.

#### **ARTICLE VII. MISCELLANEOUS**

**7.0 Severability Clause.** Should any term, condition, clause or provision of this Contract be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Contract and in all other respects this Contract shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall remain in full

force and effect for the duration of the Contract if not affected by the deleted term, condition, clause or provision.

7.1 **Statutory Reference.** All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.

7.2 **Choice of Law.** This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

7.3 **Inurement.** The Contract shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

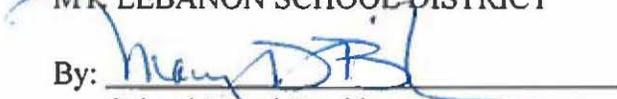
7.4 **Modification.** This Contract represents the complete agreement between the parties with respect to the terms and conditions of employment. It is mutually understood and agreed that this Contract may be modified only by mutual agreement of the parties, and all such modifications and agreements shall be evidenced by written and executed amendments to the Contract.

7.5 **Waiver/Estoppel.** No term or condition of this Contract shall be deemed to have been waived nor shall there be any estoppel against the enforcement of any provisions of this Contract except by written instrument of the party charged with waiver or estoppel.

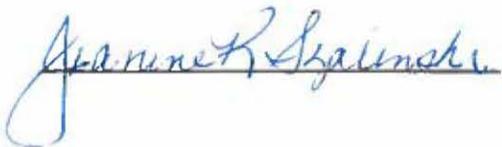
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

  
Secretary/Asst. Secretary

MT. LEBANON SCHOOL DISTRICT  
By:   
School Board President

WITNESS:



By:   
Dr. Marybeth D. Irvin,  
Assistant Superintendent

## **EXHIBIT "A" TO ASSISTANT SUPERINTENDENT'S CONTRACT**

### **BENEFITS**

The Assistant Superintendent shall receive all benefits, including but not limited to family health insurance, dental care, prescription lens insurance and disability benefits as are provided to the District's Administrators under the School District's Administrative Pay-For-Performance Program as currently in force or as may be amended or changed from time to time ("Administrative Program"), subject to all of the terms and conditions thereof. Provided, however, that the maximum "buy back" of up to seven (7) of the Assistant Superintendent's unused vacation days provided for in the Administrative Pay-For-Performance Program is increased to ten (10) days.