

MONTOURSVILLE AREA SCHOOL DISTRICT CONTRACT
SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT, entered into this 31st day of March, 2020, between the MONTOURSVILLE AREA SCHOOL DISTRICT (the "District") and CHRISTINA BASON, as Superintendent of Schools (the "Superintendent").

In consideration of the promises exchanged between the parties and intending to be legally bound hereby, the parties agree as follows:

1. **Term**. The District has agreed by resolution enacted, to employ the Superintendent in accordance with Pennsylvania law as its Superintendent of Schools for the term of five (5) years from July 1, 2020, to and including June 30, 2025. (The Superintendent shall be employed to work for a period of 12 months each fiscal year.) The previous contract term shall be superseded by this agreement.
2. **Professional Qualifications**. Superintendent represents that she holds all certificates and credentials required by Pennsylvania law. She agrees to maintain throughout the term of this contract a valid and current commission or other legal credentials as may be required by Pennsylvania law.
3. **Job Description**. During the term of this Contract the Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors (the "Board") and to perform to the best of her ability the duties of the Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District job description for the position of Superintendent and the attached Standards and Objectives incorporated by reference as Appendix "A," the policies of the District and the provisions of this Contract.
4. **Responsibilities and Duties**.
 - A. The Superintendent shall have a seat on the Board and the right to speak on all issues before the Board, but she will not have the right to vote. The Superintendent and/or her designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the Superintendent's own employment. She shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all

criticisms, complaints, and suggestions called to its attention to the Superintendent for study, disposition, or recommendation, as appropriate.

- B. The Superintendent shall furnish recommendations to the Board of School Directors on all matters having to do with selection, appointment, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District. The Superintendent shall be responsible for the total day-to-day administration of the District, subject to officially adopted policies of the Board.
- C. The administration of policy, the operation and management of the schools and the direction of employees of the District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by her or by her staff under her direction. All official contacts between Board Members and the staff of the District shall be through the Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.
- D. The duties of the Superintendent require her participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Superintendent's attendance at such meetings, conferences, seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of her position.

5. **Salary.**

- A. Commencing with the term of this agreement, the base salary of the Superintendent shall be \$146,667.
- B. The base annual increase for Superintendent's salary will be a two percent (2%) minimum each year.
- C. In addition to the base annual increase, the Board may award up to an additional \$1,500.00 per year to the Superintendent, based upon annual performance evaluation and attainment of personal goals annually established by the Superintendent and Board collectively.

6. **Tax-Deferred Annuity.** The District will supply deferred compensation of two percent (2%) annually to a tax sheltered 457(b) as part of the Superintendent's annual salary. Additionally, the Superintendent may contribute any amount of her base salary into the Tax Deferred Annuity each year during the length of this Contract as determined by the applicable rules and regulations of the Internal Revenue Service (IRS).
7. **Additional Compensation.** Should the Superintendent write and receive grant proposals for the district, the Superintendent will receive additional PSERS eligible compensation. Such compensation will be established using the calculations outlined in current Board Policy 433-1 for professional staff members. Should the policy change during the term of this contract, the calculations will remain intact to the original Board Policy 433-1.
8. **Benefits.**
 - A. Leave privileges, insurance, and other fringe benefits shall be provided in accordance with the 300 Section of the Board Policy manual and other applicable policies to the extent not inconsistent with this contract; however, notwithstanding the Board Policy Manual, the following shall be provided to or for the Superintendent. Furthermore, it is the intention of the parties that the Superintendent, as the highest-ranking employee in the District, will be entitled, beginning on the effective date of this Agreement and throughout its term, to receive the benefits as contained in this Agreement.
 - B. Medical Insurance: The District shall pay the premium (minus premium share as noted below) for the Superintendent and her eligible dependents for a group hospital and medical service plan (insurance carrier to be selected by the District), having benefits essentially equivalent to the present Consumer Driven Health Plan 1 (insurance carrier to be selected by the District). The Superintendent shall pay the following premium share commencing with the year of election: Year one – 3%; Years two through four – 4%; Year five-5%. Premium sharing will start the first year the superintendent elects to utilize district insurance. Benefits may be revised annually by the District's health insurance carrier based upon prevailing underwriting standards.

Should the Superintendent opt for district health insurance she will be eligible for a district contribution, upon enrollment, to a Health Savings Account. The contribution to the Health Savings Account will be equal to the annual family deductible of the CDHP. This contribution will be provided annually for two years in full and will be equal to half of the

family deductible for the third year. No district contributions to the Health Savings Account will be offered in the fourth or fifth year of the contract. The Superintendent shall be permitted to personally fund the HSA in addition to the district contributions.

Should the Superintendent choose to waive medical insurance coverage, the district will supply deferred compensation in the amount of \$10,000 annually to a tax sheltered 457(b) as part of the Superintendent's annual salary. The deferred compensation shall be paid monthly.

The insurance coverage shall terminate at the end of the month in which the Superintendent begins an unpaid leave of absence, is laid off or discharged, resigns, or in which the Superintendent's retirement becomes effective.

The hospitalization and medical service plan is a contract between the Superintendent and the insurance carrier. Any dispute over a claim for any benefits extended by the hospitalization and medical service plan must be resolved in accordance with the dispute resolution provisions of that contract.

- C. Dental Insurance: The District shall pay the premium for the Superintendent and her eligible dependents of a group dental plan that exists currently in place District-wide.
- D. Vision Insurance: The District currently does not offer vision insurance. Should vision insurance ever be offered to the District employees, the Superintendent shall be eligible for that insurance under the same guidelines.
- E. Life Insurance: The District shall pay the premium for a group term life insurance policy for Superintendent to provide coverage in the amount of \$500,000, with qualifying physical as required by the life insurance company.

The insurance coverage shall terminate at the end of the policy month in which the Superintendent begins an unpaid leave of absence, is laid off or discharged, resigns or in which the Superintendent's retirement becomes effective, subject to any conversion rights that may be available under the group life policy term.

The group term life insurance is a contract between the Superintendent and the insurance carrier. Any dispute over a claim for any benefits extended by the group term life insurance must be resolved in accordance with the dispute resolution provisions of that contract.

F. Income Protection: The District shall pay the premium for the Superintendent for an income protection insurance plan that provides long-term disability benefits at 66- 2/3% of salary, with a benefit up to \$6,000.00 per month, for a maximum period of two years as further described in the Long-Term Disability Benefit Booklet.

The income protection insurance plan is a contract between the Superintendent and the insurance carrier. Any dispute over a claim for any benefits extended by the income protection insurance plan must be resolved in accordance with the dispute resolution provisions of that contract.

G. Workers' Compensation and Unemployment Insurance: The District shall provide Workers' Compensation and Unemployment Compensation for the Superintendent in accordance with law.

H. Professional Dues and Travel Reimbursement: The District shall pay the dues required for Superintendent to maintain her membership in three (3) professional associations not to exceed \$2,500.00 per year. The Board shall also pay for or reimburse Superintendent for her registration fees, lodging, meals and transportation costs associated with annual attendance at state or national conferences, but not more than two conferences per year without prior Board approval.

I. Professional Development: The Superintendent shall be entitled to tuition reimbursement for a maximum of 12 credits/year of graduate course work, not to exceed the Pennsylvania State University rate. The Superintendent shall be entitled to 100% reimbursement for continuing education programs which the Superintendent is required by law to obtain in order to maintain those certifications which are required by law for the Superintendent to be legally qualified to continue the performance of her duties and responsibilities under the terms of this contract on behalf of the District.

9. **Retirement Benefit**. The Superintendent shall also be provided with the following: Upon retirement from the District, the Superintendent shall be entitled to receive paid health insurance (with a cap of \$10,000 annually) for the benefit of the Superintendent only until the Superintendent reaches the age of 65. In order to receive this benefit, the Superintendent will be required to:

a) Complete a minimum years of service to attain a district contribution for health care benefits in retirement as follows:

- Seven years of service = district contribution up to \$10,000 annually to age 65 with a 10% premium share due from Superintendent annually
 - Eight years of service = district contribution up to \$10,000 annually to age 65 with a 5% premium share due from the Superintendent annually
 - Nine years or more of service = district contribution up to \$10,000 annually to age 65 with no premium share due on the part of the Superintendent
- b) Should the Superintendent elect coverage outside the district, the \$10,000 district contribution cap will be applied to the outside policy via annual payment payable by July 1st of each year to the Superintendent for use in paying her annual premium. Under this option, the district will not be obligated to track any payments as they will be the sole responsibility of the Superintendent. Should the Superintendent's policy be less than \$10,000 annually, the district will only be obligated to the cost of the outside policy.
- c) Submit a valid written resignation at least 90 days prior to the date of retirement;
- d) Submit to the Pennsylvania Public School Employees Retirement System ("PSERS") the official application for retirement; and
- e) Must retire from service from the District in accordance with PSERS requirements of being superannuated, early retirement eligible or considered disability retirement;
- f) Must not work full-time in any position with any other employer after retirement from the District.

For purposes of this paragraph, the date of the separation from public education is defined as the date the Superintendent submits to the Pennsylvania Public School Employees Retirement System as the "date on which last service was rendered".

This is not a death benefit; no payment will be made upon death. The Superintendent shall be eligible to receive a retirement severance benefit only one (1) time. If, after the Superintendent takes this benefit, she obtains full-time employment with any other employer, this benefit shall terminate immediately.

This policy applies only to the official provisions for retirement under the Pennsylvania Public School Employees Retirement System ("PSERS") and is restricted to superannuation retirement, disability retirement or early retirement.

Payment under this policy cannot be assigned or transferred.

10. **Vacation and Accumulation**. Thirty (30) vacation days will be credited at the beginning of each fiscal year. The maximum annual accumulation of vacation days is forty (40). The Superintendent shall have the option of cashing-out a maximum of 20 vacation days at the current per diem rate payable at the end of each fiscal year
11. **Paid Holidays**. Superintendent shall be entitled to receive ten (10) paid holidays as follows: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Monday following Thanksgiving, and Christmas Day.
12. **Sick Days/Contribution to Annuity**. Twelve sick days will be credited at the beginning of each fiscal year. Upon retirement, the district will pay \$150 per unused sick day up to a maximum of 75 days. This payment shall be made as an employer contribution to a tax sheltered annuity.
13. **Bereavement Leave**. Full salary will be given for five (5) days absence because of death of the Superintendent's spouse, child, step-child or someone in her immediate family. "Immediate family" is a father, mother, sister, brother, son-in-law, daughter-in-law, parent-in-law, grandparent, grandchild, step-father, step-mother, step-brother, or step-sister.

The five (5) days so allowed may be taken in any number immediately following the occurrence of death, unless circumstances justify reasonable modification of this adjacency requirement. However, in the event that absence is incurred preceding anticipated death and death does not occur, the Superintendent is not entitled to the pay benefits of the provision.

Full salary will be given for one (1) day for absence because of death of a near relative. A "near relative" is a first cousin, aunt, uncle, nephew, niece, brother-in-law, or sister-in-law. One additional day will be given for death of a near relative when the Superintendent is required to travel two hundred (200) or more miles one way to the funeral.
14. **Renewal**. This contract shall be deemed to have been renewed for a period of one (1) year if the Board does not notify the Superintendent prior to 90 days before the expiration date

of this contract in accordance with Section 1073 of the Public School Code.

15. **Modification**. This Contract shall not be amended, changed, or modified, except in writing approved and signed by the Superintendent and the District.
16. **Termination**. Superintendent may terminate the contract for health reasons, retirement, or resignation, by providing written notice at least ninety (90) days before the resignation becomes effective, without loss of any severance benefits.
17. **Job Dedication**. The Superintendent agrees to devote substantial time, attention, energies, skills and labor to her employment as Superintendent during the term of this Contract; provided, however, that she may undertake consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services provided the Board is informed of such activities and such activities do not interfere with the Superintendent's performance of her duties under this Contract.
18. **Performance Evaluation**. It is agreed by the parties hereto that a regular, annual formal assessment of performance shall be the means by which the school District shall assess the performance of its Executive Officer, the Superintendent. The performance assessment shall be conducted in a private session limited to the members of the Board of School Directors and the Superintendent. It shall occur no later than June 30 of each year. The Board and Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix B unless the Board and Superintendent mutually agree in writing to use a different evaluation instrument and method. Both parties agree that the performance assessments made shall be privileged and that Board Members shall respect the confidentiality of the discussions. Board Members shall not reveal confidential information about the Superintendent's assessment results. The purpose of the performance assessment shall be as follows:
 - a. To strengthen the working relationship between the District and the Superintendent, enhance the Superintendent's effectiveness, and clarify for the Superintendent and individual Board Members the responsibilities the Board relies upon the Superintendent to fulfill.
 - b. To discuss and establish goals for the ensuing year.
 - c. To discuss the Superintendent's Report to the Board on District accomplishments and

goals of the prior year.

- d. To establish compensation and benefits for the ensuing year in accordance with the Compensation and Benefits provisions of this Contract.

A mid-year informal evaluation shall be conducted in January of each year. Informal evaluations of the Superintendent will be conducted by the Board President and Board Vice-President with the Superintendent.

- 19. **Indemnity and Hold Harmless.** The District shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the District, provided, the incident arose while the Superintendent was acting within the scope of her employment.

The Superintendent may engage independent counsel to represent her if she desires. In the event that District agrees that there is a conflict that requires the Superintendent to have separate counsel, the District shall indemnify the Superintendent for the reasonable costs of legal defense.

- 20. **Savings.** Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision 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. To the extent that a term is declared unenforceable or illegal that relates to a salary term under paragraph 5, a tax-deferred annuity under paragraph 6, or any benefits under paragraph 7, the District agrees to replicate, to the extent possible, the stricken benefit in a compensatory amount with a legal item.

- 21. **Obligations.** The District agrees that this Agreement cannot be terminated by a successor School Board merely because this Agreement extends beyond the original School Board's elected term.

- 22. **Successors and Assigns.** This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Superintendent and, to the

extent applicable, her personal representatives and heirs.

23. **Statutory Reference**. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.
24. **Applicable Law**. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

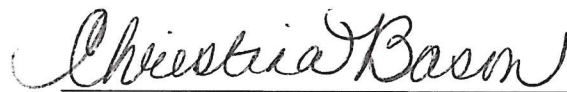
IN WITNESS WHEREOF, the parties hereto have affixed their and seals this ____ day of _____, 2020.

MONTOURSVILLE AREA SCHOOL DISTRICT



Board President

Board Secretary



CHRISTINA BASON, Superintendent

Appendix A

Montoursville Area School District Superintendent Standards and Objectives

Standard 1 – STUDENT GROWTH, ACHIEVEMENT, ADVOCACY and CULTURE OF LEARNING.

The Superintendent as the educational leader will promote student success and growth. The Superintendent shall use the following data sources to evaluate growth:

- State Performance Tools such as PSSA, PVAAS and Keystone Exams
- Local Performance Tools such as graduation rates, attendance rates, promotion rates, college placement tests and other locally delivered assessment tools that are both summative and formative in nature.

The Superintendent will articulate results to the board on an annual basis or sooner in order to oversee the administration, management, evaluation, remediation or termination of any programs that are being utilized as part of the Montoursville Area educational structure.

The Superintendent shall advocate for the students of the Montoursville Area School District by promoting personalized student success through endorsing public education in the larger political, social, economic, legal and cultural context. The Superintendent shall oversee and promote personalized student success by nurturing and sustaining a school culture where instructional programs and all resources necessary for a safe, efficient and effective learning environment exist.

Standard 2 - SHARED VISION, ORGANIZATIONAL LEADERSHIP AND CULTURE.

The Superintendent shall work collaboratively with the Board to develop a vision for the Montoursville Area School District. She shall display an ability to identify and rectify problems affecting the District, as well as work collaboratively with District administration to ensure best practices for instruction, supervision, curriculum development and management in order to promote a unified vision and organizational culture. The Superintendent shall prioritize effective communication with the board in order for both parties to maintain a proactive, positive and unifying leadership approach.

Standard 3 - ETHICS.

The Superintendent shall operate in a manner that promotes personalized student success in a fair and equitable manner with personal and professional integrity. The Superintendent

shall model values, beliefs and attitudes that will inspire others to higher levels of performance and shall promote personalized student success by meeting commitments and complying with all laws.

Standard 4 - FAMILY AND COMMUNITY.

The Superintendent shall promote personalized student success by collaborating, communicating, engaging and empowering others inside and outside the organization to pursue excellence in education. The Superintendent shall utilize a planning process that will include community input in order to ensure ownership in district programs. The Superintendent will publicly communicate district goals, local issues that may affect the District and public education in general through the board and other approved means of distribution.

Standard 5 - PROFESSIONALISM.

The Superintendent shall model professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the community. The Superintendent shall attain professional growth through practice and additional training in order to maintain and develop her effectiveness within the role and where necessary, shall seek opportunities of professional development to continuously develop her abilities.

Standard 6 - OPERATIONS ADMINISTRATION.

The Superintendent shall oversee all operational aspects of the district in order to develop and maintain best practices. The Superintendent shall oversee the human resources function of the district. She shall coordinate and determine appropriate staffing levels, number of positions and staff placements. She shall recruit necessary employees and shall mentor staff as necessary. The Superintendent shall oversee and effectively manage the activities associated with the annual budget and financial management of the district. She shall oversee distribution of resources that support all District priorities. She will oversee all support operations of the district in a manner that attains operational excellence and attains stability for the students, community, board and employees of the district.

Appendix B
Montoursville Area School District
Superintendent Evaluation Tool

Standard 1: STUDENT GROWTH, ACHIEVEMENT, ADVOCACY AND CULTURE OF LEARNING
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Examples of behaviors that indicate success in meeting this standard:

- Monitors and evaluates the effectiveness of curriculum, instruction and assessment Creates a system that prioritizes the needs of the staff in order for them to achieve success
- Demonstrates an ability to assist and motivate others in achieving personal, professional and district goals by encouraging staff to participate in appropriate professional development opportunities that will promote academic excellence
- Partners with the staff to ensure that curriculum is aligned with district and state standards
- Partners with the staff to ensure the use of appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs
- Uses research and/or best practices in improving the educational program
- Advocates for the educational process with community, state and federal leaders
- Recruits, selects, inducts and retains staff to support quality instruction
- Advocates for policies and practices to improve the welfare of students
- Communicates with all constituencies to advance the mission and goals of the district

Rate on a scale of:

- 1: Failure
- 2: Needs improvement
- 3: Proficient
- 4: Distinguished

Standard 2: SHARED VISION, ORGANIZATIONAL LEADERSHIP AND CULTURE

Examples of behaviors that indicate success in meeting this standard:

- Provides opportunities for the board to develop best practices in governance
- Aligns and implements the educational program, plans, actions and resources with the district's vision and goals
- Articulates the desired school/system culture and provides others with clear expectations
- Provides leadership for major initiatives and change efforts
- Provides leadership that allows the organizational culture to build upon the success of each employee
- Systematically and fairly recognizes and celebrates the accomplishments of the staff and students
- Provides opportunities for the board to develop best practices in governance

Rate on a scale of:

- 1: Failure
- 2: Needs improvement
- 3: Proficient
- 4: Distinguished

Standard 3: ETHICS

Examples of behaviors that indicate success in meeting this standard:

- Models values, beliefs and attitudes that inspire others to higher levels of performance
- Acts as an example of acceptable ethical standards as the district leader
- Treats others in a respectful and fair manner
- Fosters and maintains supportive professional relationships with staff
- Demonstrates appreciation for and sensitivity to diversity within the school community
- Respects divergent opinions and different points of view within the boundaries of the values and mission of the organization
- Acts in accordance with the letter and spirit of the law
- Meets all commitments, verbal, written and implied

Rate on a scale of:

1: Failure

2: Needs improvement

3: Proficient

4: Distinguished

Standard 4: FAMILY AND COMMUNITY

Examples of behaviors that indicate success in meeting this standard:

- Empowers families and the community by promoting shared responsibility for student learning and support of the educational system
- Facilitates the connections of students and families to health and social services that support a focus on learning
- Mobilizes community resources to support individual student success
- Includes appropriate public input to ensure that ownership is shared between those inside and outside the district
- Oversees the creation of public documents that would be provided to all citizens
- Promotes opportunities for open conversations with families and the community

Rate on a scale of:

- 1: Failure
- 2: Needs improvement
- 3: Proficient
- 4: Distinguished

Standard 5: PROFESSIONALISM

Examples of behaviors that indicate success in meeting this standard:

- Exemplifies objectivity and good judgment when deliberating on decisions
- Provides factually sourced documents for use by the board when deliberating on decisions
- Maintains accessible and approachability to all stakeholders
- Engages in periodic quality reflection and self-evaluation
- Engages in activities to promote personal well-being
- Attends mandated state training and other professional development opportunities in order to attain a greater understanding

Rate on a scale of:

- 1: Failure
- 2: Needs improvement
- 3: Proficient
- 4: Distinguished

Standard 6: OPERATIONS ADMINISTRATION

Examples of behaviors that indicate success in meeting this standard:

- Provides data in a timely manner to all stakeholders to ensure the educational vision remains intact and advances
- Provides oversight, management and decision making regarding all support operations of the district creating standards of operational excellence
- Complies with state and federal mandates as well as local board policies
- Addresses current and potential issues in a timely manner, seeking to maintain a proactive approach
- Manages fiscal and physical resources responsibly, efficiently and effectively
- Maximizes instructional time by effectively designing and managing operational procedures
Evaluates staff and provides ongoing coaching for improvement

Rate on a scale of:

- 1: Unsatisfactory
- 2: Needs improvement
- 3: Proficient
- 4: Distinguished

Performance Rating System

- 4 - **Distinguished:** Work performance is clearly and consistently superior to the standards for the position. This can be easily recognized by others within the organization. The individual is able to meet and frequently exceed expectations with little or no guidance and sets a positive example for others. Results consistently exceed performance standards/goals over a substantial period.
- 3 - **Proficient:** Work performance demonstrates a level of accomplishment that clearly fulfills the requirements and standards of the position and fulfills expectations. It reflects solid, consistent performance. Individual has demonstrated ability to execute and control routine functions and several major functional areas with only occasional guidance.
- 2 - **Needs Improvement:** Work performance demonstrates a level of accomplishment that is below the expected standard of performance and does not consistently meet the requirements for the position.
- 1 - **Unsatisfactory:** Work performance almost never meets expected level of performance and rarely even meets a marginal level of accomplishment. Individual requires consistent direction.

Standard Number	Standard Name	Overall Rating
1	Growth, Achievement, Advocacy and Culture of Learning	
2	Shared Vision, Organizational Leadership and Culture	
3	Ethics	
4	Family and Community	
5	Professionalism	
6	Operations Management	