

**TROY AREA SCHOOL DISTRICT CONTRACT
FOR EMPLOYMENT OF SUPERINTENDENT**

THIS CONTRACT is made and entered this 22nd day of March 2022, by and between the Board of School Directors of the Troy Area School District with offices located in Troy, Pennsylvania (hereinafter referred to as "School District" or "Board" or "Board of School Directors") and Janilyn Elias, Ed.D., (hereinafter sometimes referred to as "Superintendent" or "Dr. Elias").

WHEREAS, the Board of School Directors of the School District, at an advertised regular meeting, duly and properly called on the day 22nd of March 2022, did elect and appoint Dr. Elias to the office of Superintendent in accordance with the provisions of Sections 508 and 1073 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term.

The Board has employed Dr. Elias and Dr. Elias has accepted said employment as Superintendent of the School District for a term of three (3) years commencing on March 23rd and ending on June 30, 2025 ("Term").

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or this Contract.

2. Professional Qualifications.

The Superintendent represents that she possesses all of the qualifications that are required by law to serve as a Superintendent in the Commonwealth of Pennsylvania and that she will maintain the same throughout the Term of this Contract.

3. Duties and Responsibilities.

- A.** The authorities, duties and responsibilities of Superintendent to the School District shall be all of those authorities, duties and responsibilities incident to the office of District Superintendent pursuant to the laws of the Commonwealth of Pennsylvania, including the rules and regulations as prescribed by the Department of Education and Secretary of Education, and including other additional duties, consistent with her position, as from time to time may be reasonably assigned to Superintendent by the School District's Board of School Directors, as more fully set forth below:
1. Planning and initiating programs and policies concerning the organizational, operational, and educational function of the School District as directed by the Board with ultimate responsibility for the execution of these programs and policies.
 2. Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the School District.
 3. Keeping the Board informed by written and oral reports as to the operation and needs of the School District.
 4. Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board with recommendations for policy as necessary in order to provide guidance in the future.
 5. Directing the daily operation of the School District by organizing, supervising, and coordinating the School District staff.
 6. Arranging for the systematic evaluation of staff by responsible administrators.
 7. Recommending the employment of, assigning, and supervising all School District employees and recommending promotion, salary changes, demotion or discharge of any School District employees rendering unsatisfactory service.
 8. Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
 9. Developing effective staff development programs that are linked to the strategic plan and Board goals for the School District.

10. Communicating directly, or through delegation, all personnel actions by the Board to all employees as appropriate and receiving from employees' communication to be made to the Board.
11. Ensuring that School District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
12. Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and make recommendations to the Board for the improvement of curriculum.
13. Recommending to the Board any major changes in texts and time schedules to be used in the schools.
14. Providing for appropriate methods of teaching, supervision, and administration in the schools, as she deems necessary and reporting to the Board any insufficiencies that are found.
15. Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the School District and the use of School District assets and resources.
16. Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
17. Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
18. Serving as the official spokesperson for the School District in providing information to the Board, School District employees, the community and other outside groups/agencies on matters affecting the operation of the School District.
19. Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.
20. Interpreting and/or supervising the implementation of all federal and state laws relevant to education.

- B. The Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall 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, and 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.
- C. The Superintendent agrees to devote her time, attention, energies, skills and labor to her employment as Superintendent during the Term of this Contract provided, however, that she may undertake and be compensated for outside work including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which are allowable under the Public School Code and which do not interfere with the Superintendent's obligations pursuant to this Contract and provided the Board is informed in advance of such outside activities.

4. Compensation -- Salary and Benefits.

- A. **Salary.** The Board of School Directors and the Superintendent agree to the following regarding the Superintendent's salary:
 - 1. The established annual salary shall be paid in equal installments in accordance with the School District policy or practice, unless otherwise agreed to by the Board and the Superintendent.
 - 2. The salary of the Superintendent shall not be decreased during the term of this Contract, or through any amendment or extension of this Contract, without the written approval of the Superintendent.
 - 3. Effective March 23, 2022, the School District shall pay the Superintendent an annual salary in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) plus any increase thereafter made in accordance with subsection (4) below.
 - 4. In accordance with this Agreement, beginning July 1, 2023, and each subsequent July 1st, the Superintendent shall receive a minimum increase added to her base salary of two percent (2%) of her then current annual salary. Each increase shall be added to and become part of her annual salary. The Superintendent shall be entitled to an additional half percent (0.5%) increase in her salary for a "proficient" or "distinguished" evaluation. The amount of the salary increase shall be determined by the Board in an exercise of discretion. This increase would be added to the Superintendent's base salary of her then current annual salary.

5. The School District in so annually increasing salary shall not be considered to have entered into a new Contract with the Superintendent or to have extended the termination date of this Contract.

B. Benefits. In addition to her annual salary, the Superintendent shall receive the benefits and incentives set forth in the District's Administrator Compensation Plan. In the event of a disparity between language herein and the language set forth in the District's Administrator Compensation Plan, the language in this agreement controls unless specifically noted below.

1. **Vacation** ~ 25 days ~ Unused vacation days shall be converted to sick days each year. Vacation days used in excess of five (5) consecutive days must be approved by the board.
2. **Holidays** ~ The Superintendent shall be entitled to holidays consistent with the holidays established by law or granted by the Board as applied to the District's Administrator Compensation Plan.
3. **Sick Leave** ~ 12 days, accruing year to year without limit. The School District shall pay the Superintendent for unused days of sick leave at the time this Contract is terminated for any reason, whether voluntary or involuntarily, at which time the School District shall pay the Superintendent at a rate of \$100 per day.
4. **Personal Leave** ~ 4 days, accruing year to year without limit. The School District shall pay the Superintendent for unused days of personal leave at the time this Contract is terminated for any reason, whether voluntary or involuntarily, at which time the School District shall pay the Superintendent the same rate as paid for unused sick leave in accordance with this Contract.
5. **Bereavement Leave** ~ Superintendent may be entitled bereavement based on PA School Code as follows: up to three (3) days for the death of an immediate family member, and up to one (1) day for the death of a near relative. The board of directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.
6. **Health and Dental Insurance** ~ The Superintendent shall have the same health and dental insurance, including co-pay and premium, if any, as the Act 93 Administrators employed by the School District.

7. **Annual Contribution to 403(b)** ~ The School District shall pay into a qualified 403(b) account for the benefit of the Superintendent, an amount matching up to 3% of the Superintendent's gross salary for each school year during the term of this Agreement. The payments shall be made into a qualified Section 403(b) account, established by the Superintendent with an approved vendor who will be responsible for administering the Section 403(b) account for the benefit of the Superintendent. School District shall make the payments in four (4) equal installments on July 1, October 1, January 1 and April 1 of each school year of the term of this Agreement. The payments shall not exceed any applicable contribution limit set forth in the Internal Revenue Code. If the amounts due for any year exceeds the applicable contribution limit for any year, the unpaid amount shall be contributed into the Superintendent's Section 403(b) account in the next year to the extent permitted under the applicable limitations and shall continue in each succeeding year until the entire amount due has been contributed into the Superintendent's Section 403(b) account.
8. **Other Benefits:** The Superintendent shall be entitled to any and all benefits and incentives provided to any School District administrator including those benefits and incentives specified in the District's Administrator Compensation Plan adopted pursuant Section 1164 of the Public School Code (24 P.S. 11-1164) ("Administrator Compensation Plan"), even though such benefits and incentives are not enumerated in this Contract. Any increase or improvement in benefits and incentives extended to School District administrators during the term of this Contract will also be extended to the Superintendent and become part of this Contract. Any decrease or reduction in benefits or incentives to School District administrators that affect this Contract will not reduce the benefits and incentives provided to the Superintendent during the term of this Contract but may be discussed upon any Contract renewal. Nothing contained herein shall preclude the School District from providing additional benefits and incentives to the Superintendent as may be agreed to by the Board and Superintendent.
9. **Post-Retirement Benefits:** Upon the Superintendent's retirement from the School District, The School District shall provide the Superintendent medical insurance coverage and benefits, including but not limited to hospitalization, physician coverage, major medical, prescription, vision and dental coverage, under the same administrators pursuant to the School District's Administrator Compensation Plan for a period of five (5) years following her retirement and/or until she reaches Medicare eligibility, whichever occurs first. The Superintendent will be responsible for co-pays and deductibles associated with her selected medical insurance coverage and benefits plans.

10. Liability Insurance.

- A. The Board shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings 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 reasonably believed she was acting within the scope of her employment, and provided that Superintendent has not committed an unauthorized, criminal or willfully unlawful act causing such incident.
- B. If, after first consulting with the Board, and/or its counsel, Superintendent is able to demonstrate that a reasonable basis of conflict exists regarding the defense of a qualified claim, as above provided, between the legal position of Superintendent and the legal position of the School District, Superintendent may engage private counsel upon further written notice to the Board, in which event the Board, shall indemnify Superintendent for reasonable costs of such legal counsel.
- C. The provisions of this section shall not limit the rights and obligations of Superintendent pursuant to the provisions of the Political Subdivision Tort Claims Act

11. Professional Memberships.

- A. The School District shall pay the full cost of the Superintendent's annual membership and participation in three (3) professional associations, including but not limited to AASA, PASA, ASCD. The School District recognizes the obligation to professional growth and development and encourages and permits the Superintendent to actively participate in these organizations.

12. Meetings, Conferences and Seminars.

- A. The duties of the Superintendent require her participation and presence at meetings, conferences, and seminars in order that the Superintendent maintains awareness of current issues, programs and information. The Superintendent's attendance at meetings, conferences, seminars, conventions, workshops, in-service programs, school activities and graduate level programs is deemed necessary by the Board in order to maintain the knowledge and skills required of her position. The Board considers the reasonable expenses involved in such activities and including one national conference and one state conference each year to be directly

related to the Superintendent's duties and appropriate for payment or reimbursement in accordance with School District policies and procedures. The School District shall permit a reasonable amount of released time for the Superintendent to attend such activities.

13. Expense and Mileage Reimbursement.

- A. The School District shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of her duties under this Agreement. The School District shall provide the Superintendent with an annual vehicle allowance of 2,400 miles per year to be paid at the applicable mileage rate established by the Internal Revenue Service in effect at the time paid in equal installments at each of the School District's customary payment dates. The School District shall provide the Superintendent with a cellular phone, laptop computer and iPad.

5. Annual Performance Assessment.

The Board no later than June 30 of each year shall evaluate, in writing, the performance of Superintendent. The evaluation shall utilize a mutually agreed upon method as the basis for said evaluation, provided that any performance assessment selected shall (i) include a self-assessment by Superintendent (Appendix A) and (ii) require the Board to speak in one voice by voting as an entire Board, rather than averaging the feedback of each member regarding each aspect of the evaluation. In the event the Board 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 evaluation by the Board and Superintendent's response(s) shall be private and shall be retained in confidence, except to the extent that the School District is required, pursuant to § 1073.1 (b.1) of the Public School Code to post the date of the assessment and whether or not the Superintendent has met the agreed upon objective performance standards on the School District's publicly accessible Internet website. 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 basis of neglect of duty in any year when a formal performance assessment is not completed.

- A. The annual performance assessment shall be used for the following purposes:
 - 1. To strengthen the working relationship between the Board and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the School District relies on the Superintendent to fulfill;

- 8. Professional Liability:** The School 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 his individual capacity or in her official capacity as agent and employee of the School District, provided the incident arose while Superintendent was acting, or reasonably believed she was acting, within the scope of her employment. This obligation shall survive the termination of this Contract.
- 9. Reappointment:** The Board shall notify the Superintendent in writing, no later than one hundred twenty (120) days prior to the expiration of this Contract, of the Board of School Directors' intent not to reappoint her. Should the Superintendent not be so notified, she shall be reappointed for one year and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the Superintendent.
- 10. Termination:** This Contract may be terminated prior to the end of the Term of this Contract as follows:

 - A.** Mutual Agreement of Superintendent and the Board, in writing. If this Contract is terminated in this manner, the School District shall pay and provide to the Superintendent all of the aggregate compensation, salary and benefits, including but not limited to insurance premiums and coverage and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and post-retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and Superintendent provided that such additional amount shall be in strict compliance with Section 107 (e)(3) of the Public School Code.
 - B.** Discharge for Cause shall constitute conduct which results in removal of Superintendent from office pursuant to the provisions 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, represented by counsel and to present evidence, through witnesses, testimony and documentation relevant to the issue. A transcript of the record proceedings before the Board shall be made available without charge to the Superintendent. The Superintendent shall have the right to be represented by counsel at her sole cost and expense.

- C. This Contract may be unilaterally terminated without penalty by the resignation/retirement of the Superintendent at any time provided the Superintendent gives the Board at least sixty (60) days' notice prior to the effective date of the resignation. In this event, the School District will not be required to pay any additional salary or benefits past the resignation or retirement date unless specifically provided for herein. In addition, the Superintendent will not be required to reimburse the District for any incurred expenses, including but not limited to costs, mileage, course expenses, or conferences.
- D. **Disability of Superintendent.** In the event the Superintendent is disabled and unable to perform Superintendent's duties for a period of three (3) consecutive months, either party may terminate this contract with written notice to the other party prior to the Superintendent being able to resume performance of her duties. If this Contract is terminated in this manner, the School District shall pay and provide to the Superintendent all of the aggregate compensation, salary and benefits including, but not limited to, insurance premiums and coverage and payment for unused leave, the Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of her resignation/retirement and termination of this Contract plus any applicable post-employment and post-retirement benefits provided for in this Contract.
- E. This Contract may be terminated upon death of the Superintendent, at which time, the District shall pay to the Superintendent's surviving spouse, or estate if no surviving spouse, all of the aggregate compensation, salary and benefits the Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Superintendent's death.
11. **Modification:** This Contract shall not be amended, changed, or modified, except in writing approved of and signed by the Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.
12. **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.
13. **Obligations:** This Contract shall be binding upon and shall inure to the benefit of School 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.
14. **Waiver of Breach:** The waiver by School District of due performance of our compliance with any provisions of this Contract by Superintendent shall not operate or be construed as a waiver of due performance or compliance by the Superintendent thereafter.

15. **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.
16. **Applicable Law:** This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.
17. **Modification:** No waiver, change or modifications of any of the terms of this Contract shall be binding unless in writing and signed by both parties to this Contract.

In Witness Whereof, School District and Superintendent have signed this Agreement this 22nd day of March 2022.

Troy Area School District

By *Sheryl Angove*
President, Board of School Directors

Attest *Graci Allilard*
Secretary, Board of School Directors

By *Janet Glavin*
Superintendent