

**FORT CHERRY SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT, made and entered into this 1ST day of OCTOBER, 2014, by and between the **BOARD OF SCHOOL DIRECTORS OF THE FORT CHERRY SCHOOL DISTRICT** (hereinafter referred to as "School District"),

A
N
D

DR. JILL JACOBY, (hereinafter referred to as "Superintendent").

PREAMBLE

WHEREAS, the Board of School Directors of Fort Cherry School District at a meeting of said Board duly and properly called on the 1ST day of OCTOBER, 2014, did elect and appoint Dr. Jill Jacoby to the Office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 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 as follows:

ARTICLE I. TERM

1.0 Term. The School District does hereby elect and appoint Dr. Jill Jacoby to the position of Superintendent of Schools of the Fort Cherry School District

commencing October 1, 2014, and terminating June 30, 2019.

1.1 Renewal or Extension. Any renewal or extension of the Superintendent's term beyond the term of this Agreement shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended.

1.2 Termination by Superintendent. This Agreement may be terminated by the Superintendent prior to its effective termination date by the Superintendent submitting a written resignation to the School Board at least ninety (90) calendar days prior to the effective date of the resignation.

1.3 Termination for Cause. The School District shall have the right to terminate this Agreement and dismiss the Superintendent for any of the causes set forth in Section 1080 of the Public School Code of 1949, as amended (24 P.S. § 10-1080).

1.4 Mutual Termination. In the event the Superintendent's contract is terminated by mutual consent prior to its effective termination date or pursuant to Section 1.2 herein, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent, except as may be agreed upon by both parties.

1.5 Contract Year. All references in this Agreement to "contract year" shall mean the period of time from July 1 to the following June 30, with the exception that the initial contract year shall be from October 1, 2014 to June 30, 2015.

ARTICLE II. DUTIES

2.0 Legal Qualifications. The Superintendent covenants that she possesses all of the qualifications that are required by law to serve as a District

Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement 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. She further agrees to subscribe to and take the proper oath of office before entering upon her duties.

2.1 Chief School Administrator. During the term of this Agreement, the Superintendent shall serve as the Chief Administrator of the School District, and to perform the duties of a District Superintendent in a competent and professional manner, devoting her time, skill, labor and attention to her employment duties during the term of this Agreement.

A. Within the School District's administrative organization, the Superintendent shall be the only administrator appointed or hired by the School District having a direct line of responsibility and authority, or chain of command, from and to the School Board. All other present or future administrative positions shall report directly to the Superintendent, or by utilizing the chain of command. Nothing contained herein, however, shall preclude any administrator from communicating or having contact with the School Board, nor preclude the School Board from appointing an acting or substitute Superintendent pursuant to §1079 of Public School Code of 1949, as amended.

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 shall have the right to attend all School Board meetings. The Superintendent must attend all regular and special meetings of the School Board, and may attend all subcommittee meetings unless excused. The

Superintendent shall not have the right to attend executive sessions wherein any matter concerning the Superintendent's employment is discussed; if any such right exists, the Superintendent hereby expressly and knowingly waives same.

C. If written materials are furnished to the School Board, the Superintendent shall likewise receive a copy of same.

2.2 General. The Superintendent shall, subject to the supervision and authority of the School Board and its successors, perform those duties as set forth in the Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board of School Directors, all in accordance with the laws of the Commonwealth of Pennsylvania. The Parties hereby agree that the Superintendent's duties and privileges shall include those placed upon her by operation of law and by action of the Board of School Directors.

2.3 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, but under the direction of the Board of School Directors. The administration of instruction and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff. The Superintendent hereby acknowledges that any recommended reorganization of administrative and supervisory staff would be subject to the approval of the Board of School Directors.

2.4 Organizational Responsibility. The Parties agree that the Superintendent shall be responsible for the total day-to-day administration of the School

District subject to officially adopted policies of the School Board.

2.5 Specific Duties. The Superintendent shall be responsible for the following:

A. Professional and Support Staff. Recommending the employment, assignment, transfer, promotion, organization, reorganization, reduction, demotion or termination of all employees and directing and assigning teachers and other employees of the schools;

B. Supervisory Staff. Recommending the employment, assignment, transfer, promotion, organization, reorganization, reduction, demotion or termination of the administrative and supervisory staff (including Central Administration and School Building Administration).

C. Recommending regulations, rules and procedures deemed necessary for the efficient and proper operation of the District;

D. Setting yearly objectives for the District consistent with the direction and priorities established by the Board;

E. Establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board;

F. Providing the Board with information pertinent to their legislative roles;

G. Preparing and submitting to the Board all matters requiring legal action;

H. Informing the Board as to the operation of the school system and making recommendations for more efficient operation thereof; and

I. Performing all duties incident to the office of the District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

2.6 Problem Solving. Criticisms, complaints and suggestions called to the attention of the School Board will be referred to the Superintendent by the School Board for study, report and recommendation to the School Board. Problems that are referred to the Superintendent, which would routinely be solved by the Superintendent, shall be so resolved in accordance with School District policy.

2.7 Reporting. Should the Superintendent become aware that the School District, a department or employee is being investigated, the Superintendent shall advise the School Board President within one (1) school day and other Board Members as soon as possible. So reporting to the Board shall not be required if the Superintendent is prohibited by law from revealing the existence of such investigation. School Directors shall likewise so advise the Superintendent of any such investigation unless prohibited by law from revealing the existence of such investigation.

2.8. School Board Powers. Nothing in this Article II shall preclude or be deemed to limit the right of School Board Directors to exercise their responsibilities in the areas of monitoring school district operations, conducting oversight activities, visiting schools, or any other activities as set forth in Board Policy or the Pennsylvania School Code of 1949, as amended. The School Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself all power, rights, authority,

duties and responsibilities conferred upon and vested in it by the laws and Constitution of Pennsylvania.

2.9 Work Year. The Superintendent shall be a twelve (12) month Administrator. Superintendent will be granted the following paid holidays: Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, day after Christmas, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th.

ARTICLE III. PERFORMANCE ASSESSMENTS

3.0 Evaluation. The Board of Directors and the Superintendent shall attempt to meet on or before August 1 of each contract year, but no later than the first day of classes, for purposes of establishing mutual goals and objectives. The parties have developed a written evaluation instrument which is attached hereto as Attachment "A" or format to be used as a basis for evaluating the Superintendent. The evaluation instrument or format shall be based upon achievement of goals, job performance and other additional and measurable objectives. The evaluation instrument or format has been agreed upon by both parties and shall be utilized for future evaluations.

3.1 Evaluation Conferences. A regular and annual formal assessment of the Superintendent's performance and future goals shall be the means by which the School District shall assess the performance of the Superintendent. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent and shall take place preferably by June 30, but no later than July 31, of each contract year. The evaluation instrument or format agreed upon by both parties shall be utilized. Both parties agree that

performance assessments shall be privileged and that each party shall respect the confidentiality of the discussions. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Public School Code of 1949, as amended.

3.2 Purpose of Performance Assessment. The purposes of the performance assessment shall be as follows:

A. To strengthen the working relationship between the School Board and the Superintendent;

B. Enhance the Superintendent's and School Board's effectiveness;

C. Clarify for the Superintendent the responsibilities the School Board relies upon him to fulfill;

D. To discuss and establish the Superintendent's goals for the ensuing year;

E. To establish any additional compensation for the ensuing contract year.

3.3 Complaints / Criticisms. School Directors, individually and collectively, shall promptly inform the Superintendent of all criticisms, complaints and suggestions called to the attention of the Board as a whole or individually regarding his performance or regarding any other matter concerning the School District. Superintendent shall promptly report back to the School Board as to resolution of any such concern.

ARTICLE IV. COMPENSATION

4.0 Salary. The Superintendent's salary shall be One Hundred Fourteen Thousand (\$114,000.00) Dollars per annum commencing October 1, 2014. The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month administrative employees of the School District. This salary shall be prorated for the initial year of the contract.

4.1 Salary Adjustments. Any adjustments in the Superintendent's salary during the term of this Agreement shall be deemed an amendment to this Agreement. Provided, however, that such adjustments shall not be construed as either creating a new contract between the School District and the Superintendent, or in any manner extending the anticipated termination date of this Agreement. Additional compensation or increases in the Superintendent's annual salary shall be determined pursuant to performance evaluations.

4.2 Annual Salary Adjustments. The Superintendent shall receive a 2.25% salary increase for each year of the contract beginning July 1, 2015. If the Superintendent has received an overall rating of "Distinguished" for the prior contract year, Superintendent shall receive an additional increase of 1.25% beginning July 1, 2015.

ARTICLE V. FRINGE BENEFITS

5.0 Vacation. Superintendent shall receive thirty (30) days of vacation per contract year, commencing July 1, 2015. These days to be prorated for the initial

year of contract to twenty-two and a half (22.5) minus any vacation days used between July 1, 2014 and October 1, 2014. In the event the Superintendent does not use all of her vacation by June 30, up to a maximum of seven (7) unused vacation days shall carry over to the next year. The Superintendent's vacation days, inclusive of vacation days carried over shall never exceed thirty-seven (37) in any year.

A. In the event the Superintendent's employment with the District should terminate prior to the end of the first contract year (June 30, 2015), vacation day entitlement and payment for unused vacation days shall be prorated based upon the number of days worked compared to the number of work days in the contract year. The Superintendent shall be reimbursed on a per diem basis for the unused prorated vacation days. In the event the Superintendent shall already have exceeded the number of prorated days, a corresponding per diem sum shall be deducted from her final paycheck.

5.1 Professional Association Memberships. The School District shall pay the annual dues for the Superintendent's membership in, the American Association of School Administrators (AASA); the School Superintendent Association, as well as any other association deemed appropriate by the Board.

5.2 Disability Insurance. The School District shall provide the Superintendent with a Disability Insurance Policy containing a benefit equal to fifty (50%) percent of the Superintendent's annual salary at the time of the disability for a period not to exceed two calendar years. The Disability Insurance Policy shall entitle the Superintendent to disability payments after thirty (30) days of disability.

5.3 Sick Leave. Superintendent shall be entitled to thirteen (13) days of sick leave for each contract year (hereinafter defined as "current sick days"). Beginning July 1, 2015, the unused portion of current sick days shall accumulate from contract year to contract year. Should the Superintendent's employment with the School District terminate for any reason whatsoever prior to the end of the first year of the contract year (June 30, 2015), she shall only receive a prorated portion of current sick leave days for that contract year. Upon leaving the District, the Superintendent shall be compensated for any unused sick days at the rate of One Hundred (\$100.00) Dollars per day.

5.4 Personal Leave. The Superintendent shall be entitled to three (3) paid days of absence for personal reasons per contract year. Unused personal days may accumulate to a maximum of seven (7) days. Should the Superintendent's employment with the School District terminate for any reason whatsoever prior to the end of the first year of the contract (June 30, 2015), she shall only receive a prorated portion of personal days for that contract year.

5.5 Medical Insurance. Should the Superintendent choose not to participate in the medical insurance plan, she will receive monthly, ninety (90%) percent of the District's actual cost for the monthly premium for said insurance.

5.6 Physical Examination. During the term of this Agreement, the Superintendent shall have the right to a complete physical examination annually at the expense of the School District not to exceed the cost of Five Hundred (\$500.00) Dollars. Said expenses are limited to those not covered by the Superintendent's health insurance.

5.7 Expenses. All reasonable and necessary business and professional development expenses incurred in the performance of the contract shall be reimbursed upon proper documentation. The Superintendent shall comply with all School Board policies concerning such activities.

5.8 Liability. The District shall name the Superintendent in existing and future general liability and errors and omissions insurance policies.

5.9 Paid Conferences. The Board will encourage professional growth of the Superintendent. Therefore, the Superintendent may attend one (1) state, one (1) national and local professional meetings or seminars, up to a cost of Five Thousand (\$5,000.00) Dollars per contract year. The Superintendent may be permitted to attend additional conferences at the Board's discretion. Upon return from each conference, the Superintendent shall submit a written and/or verbal report to the Board.

5.10 Continuing Education. The Superintendent shall be reimbursed in full for the cost of any Act 45 continuing education credits completed during the term of the contract. The Superintendent shall also be reimbursed for tuition in the amount of one hundred (100%) percent of eighteen (18) credits per year for furthering her education in the field of educational administration or other related fields of education. The reimbursement will include fees, books and travel.

5.11 The Superintendent shall be reimbursed for use of her private vehicle, while on school district business at the mileage rate from the time to time set by the Internal Revenue Services. There will be no reimbursement for travel to and from the workplace. All requests for reimbursement may be turned in monthly to the business office.

5.12 Life Insurance. The Board agrees to purchase on behalf of the Superintendent a term life insurance policy (five years) in the amount of Two Hundred Thousand (\$200,000.00) Dollars.

5.13 Bereavement. The Superintendent shall be allotted three (3) bereavement days for an immediate family member and two (2) bereavement days for a near relative as provided in the school code. The Board may extend the period of absence with pay in its discretion as the exigencies of the case may warrant.

5.14 Severance. In the event the Board, prior to the expiration of the term, severs the superintendent employment, the Board should pay the superintendent:

1. If more than twelve (12) months remain in the contract, the severance package would be equal to twelve (12) months salary.
2. If less than twelve (12) months remain in the Agreement, the Superintendent will be paid the balance of the salary remaining in the term of the contract.
3. If terminated for cause, Superintendent shall not be entitled to severance.

ARTICLE VI. MISCELLANEOUS

6.0 Severability Clause. Should any term, condition, clause or provision of this Agreement 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 Agreement and in all other respects this Agreement 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 Agreement if not effected by the deleted term, condition, clause or provision.

6.1 Statutory Reference. All references to the Public School Code of 1949 contained herein shall also refer to any amendment or recodification of such Law.

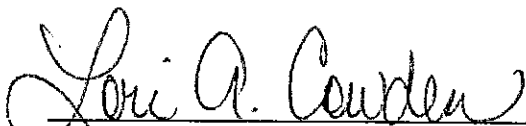
6.2 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

6.3 Inurement. This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs.

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

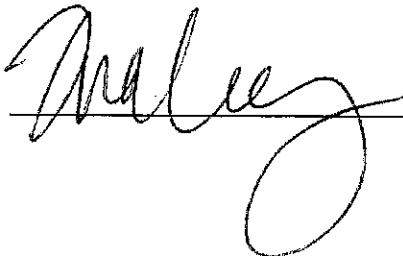
ATTEST:

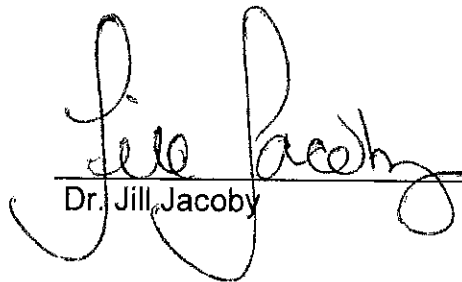
FORT CHERRY SCHOOL DISTRICT


Board Secretary

By 
President of Board

WITNESS:




Dr. Jill Jacoby