

**CENTRAL BUCKS SCHOOL DISTRICT
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and concluded on this 14th day of March 2023, by and between the BOARD OF SCHOOL DIRECTORS of the CENTRAL BUCKS SCHOOL DISTRICT, with offices at 20 Welden Drive, Doylestown, Pennsylvania, hereinafter referred to as "School District," and NADINE M. GARVIN, an adult individual residing at [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] hereinafter referred to as "Assistant Superintendent."

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

1. The School District does hereby employ Nadine M. Garvin in the capacity of Assistant Superintendent for Elementary Education of the School District for the term commencing on the 1st day of July 2023 and ending on the 30th day of June 2028, and the Assistant Superintendent agrees to accept employment for said term.

2. During the term of this Agreement, the Assistant Superintendent shall perform the duties and responsibilities of the office and shall perform said duties in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District, and the regulations of the Board of Directors. The job description for the position of Assistant Superintendent is attached hereto as Exhibit "A" and incorporated by reference.

3. The Assistant Superintendent covenants and agrees that she possesses or will possess all the qualifications that are required by law to serve as Assistant Superintendent. The Assistant Superintendent agrees to maintain, throughout the term of this Agreement, a valid and current commission and other legal credentials as may be required by applicable laws or regulations and to present the same to the Board of Directors. She further agrees to subscribe to and take the proper oath of office before entering upon the duties.

4. For services rendered under this Agreement, the District shall compensate the Assistant Superintendent at an annual rate of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) for the 2023-2024 school year, commencing on July 1, 2023, and payable in accordance with the School District's normal pay policies and procedures. The salary shall become the "base salary." All future salary increases shall be determined no later than June 30th of each succeeding school year and will be based upon the evaluation of the Assistant

Superintendent's performance by the Board of School Directors. With respect to the Board of School Directors' evaluation of the Assistant Superintendent's performance, the District Superintendent shall prepare an evaluation of the Assistant Superintendent's performance. The performance appraisal shall be based upon criteria to be mutually agreed upon by the Assistant Superintendent, the Superintendent, and the Board of School Directors, which may include but not be limited to the following criteria:

- a. Achievement of annual measurable objectives established by the Board of School Directors;
- b. Achievement on the Pennsylvania System of School Assessment Tests (PSSA);
- c. Achievement on Keystone Exams;
- d. Student growth as measured by the Pennsylvania Value-Added Assessment System;
- e. Attrition rates and/or graduation rates;
- f. Achievement of Operational Excellence; and
- g. Professional goals and objectives established by the Assistant Superintendent in concert with the Board of School Directors.

5. The Assistant Superintendent shall be entitled to annual salary increases of 2% per school year, commencing with the 2024-2025 school year and succeeding years of this contract, provided the performance appraisal is rated proficient. Nothing herein shall preclude the Board of School Directors from increasing the annual compensation for the Assistant Superintendent in excess of the percentages as set forth herein. The Assistant Superintendent's evaluation shall be conducted in accordance with the Instructional Administrator Performance Appraisal form, which is attached hereto as Exhibit "B."

6. The standards, as established pursuant to this Agreement, shall be posted on the School District's website, and upon completion of the annual performance assessment, the Board of School Directors shall post the date of the assessment and whether or not the Assistant Superintendent has met the agreed-upon performance objectives established by the Board of School Directors, which said posting shall be in accordance with the provisions of the Pennsylvania School Code.

7. In addition to the base salary, as noted in paragraph 4 of this Agreement, the Assistant Superintendent will also receive 0.75% of her base salary as a payment into the District-sponsored 403(b) or 529 Plan. The payment shall be made in addition to the payment schedule set forth within the Act 93 Agreement referenced at Section 308 for a Tier I administrative employee and shall not be added to the base salary for any purpose.

8. The medical benefits to be provided by the Board of School Directors shall be equal to and on the same terms as are offered during the same time frame, pursuant to the Act 93 Central Bucks School District Personnel Practices and Compensation Plan, as amended, for a Tier I administrative employee, which would apply to the Assistant Superintendent if she were a participant in the Plan, including the obligation on the part of the Assistant Superintendent to contribute towards her health insurance costs.

9. The Assistant Superintendent shall receive all of the other fringe and other benefits, as enumerated in the Act 93 Central Bucks School District Personnel Practices and Compensation Plan, as amended, for a Tier I administrative employee, which would apply to the Assistant Superintendent if she were a participant in the Plan.

10. The District and Assistant Superintendent hereby agree that the following provisions shall be applicable for the term of this Agreement or any extension or renewal of this Agreement:

- a. Notwithstanding the term of this Agreement, the Assistant Superintendent retains the right to retire. However, before doing so, the Assistant Superintendent shall give the District not less than one hundred fifty (150) days prior written notice. Absent extraordinary circumstances, such retirement would become effective only on July 31st of any year of the term hereof;
- b. In the event the Assistant Superintendent is complained against or sued in any court of record or before any administrative agency as a result of actions by her in the performance of her duties, the District will provide legal counsel in her defense;
- c. The Assistant Superintendent shall, throughout the term of this Agreement, be subject to termination of contract for valid and just cause for reasons specified under Section 1080 of the Public School Code. However, the District shall not arbitrarily and capriciously terminate the Assistant Superintendent or call for her dismissal without first providing the

Assistant Superintendent with a statement of written charges, adequate notice of fair and impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. The Assistant Superintendent shall have the right to be represented by counsel at her sole cost and expense. If following such a hearing or appeal, the Assistant Superintendent is not dismissed or is reinstated, the District shall assume responsibility for payment of costs incurred by her in her defense; and

11. Miscellaneous:

- a. All references to the Public School Code of 1949 contained herein shall also refer to any amendments to such Act or to any recodification of such Act.
- b. Any notice required by the Agreement shall be effective if mailed to the other party at the address shown herein or at such other address for which due notice has been given.
- c. In the event that the Assistant Superintendent tenders her resignation during the life of this contract, she agrees to provide the Board with a minimum of up to 150 days' notice.
- d. This Agreement or any provision thereof can only be terminated or modified by mutual consent of the parties reduced to writing and signed by the parties.
- e. If any provision of this Agreement or any application of the Agreement is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. In the event changes in Federal and State laws and/or regulations are modified so as to reduce the stated contractual benefit, the parties agree to reopen this contract, specifically to identify alternative benefits equal to the original terms.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be duly executed on the day and year first above written.

Attest:

CENTRAL BUCKS SCHOOL DISTRICT

School Board Secretary

By: _____
Dana Hunter, School Board President

Nadine M. Garvin

EXHIBIT "A"

Central Bucks School District

Assistant Superintendent for Elementary Education (2941)

JOB POSTING

Job Details

Posting ID 2941

Title Assistant Superintendent for Elementary Education

Description

POSITION: Assistant Superintendent for Elementary Education

LOCATION: Administrative Services Center

AVAILABLE: July 1, 2018

COMPENSATION: Competitive salary based on experience

To provide administrative leadership in developing, achieving and maintaining high quality educational programs and services to all elementary students in the school district and to organize and direct available human and fiscal resources in an efficient and effective manner so as to serve student, community and school district needs; to directly assist the Superintendent with the management of the district.

Essential Duties and Responsibilities (List is not all-inclusive)

- Assist the Superintendent in directing and coordinating the district's educational programs.
- Provide administrative leadership for development and evaluation of the K-6 curriculum programs and supporting services.
- Assist with the interpretation of the present curriculum and proposed changes to the school board, the administration, the staff, the students and the general public.
- Provide leadership in developing & maintaining high quality educational programs and services.
- Organize, direct and supervise budgets for responsible areas and to assist other administrators in planning for the use of financial and human resources.
- Analyze the effectiveness of educational programs and provide recommendations for improvement.
- Assist in the supervision and evaluation of professional staff with focus on non-tenured teachers.
- Provide leadership in fostering professional growth; to assist with the development, coordination and evaluation of professional staff development programs and new teacher induction program.
- Coordinate and supervise the process of elementary program planning and staffing.
- Research and testing to measure the effectiveness of the educational programs.
- Encourage and assist with the development of new areas of educational programming through the organization and implementation of pilot studies and educational grants.
- Keep informed on the latest research, trends and developments in education and interpret these matters for school board, staff and community.

DESCRIPTION:

REQUIREMENTS:

Master's degree or doctorate in educational administration or related field. PA Letter of Eligibility for Assistant Superintendent or Superintendent. Successful candidate must demonstrate a history of educational excellence & leadership; strong communication, evaluation and supervisory skills; ability to motivate staff, cultivate employee development and achieve objectives.

PROCEDURE:

Apply through the CBSD Employment Portal on or before
May 23, 2018. EOE

Shift Type Administrator

Salary Range

Salary Code Per Year

Job Category

Administrative Position

External Job Application **Administrator Application**
Location **Administrative Services Center**
Minimum Qualifications Screening

Internal Job Application **Administrator Application**
Posting Status **Active**

Job Application Timeframes

Internal Start Date *General Start Date* **05/08/2018**
Internal End Date *General End Date* **05/23/2018**

Job Pools

<i>Pool Name</i>	<i>Quantity</i>	<i>Requisition ID</i>	<i>Requisition Title</i>
Default	1		

Alternate Job Contact

<i>Name</i>	<i>Title</i>
<i>Location</i>	<i>Phone</i>
<i>Email</i>	

References

Automatically Send Reference Check **No** *Reference Check Form*

EXHIBIT "B"

Note: For Self-Appraisal, fill in shaded columns for Evidence, No Evidence, or N/A and provide any narrative, as necessary, in "Comment" box.

Domain	Component	Evidence		No Evidence		N/A	
Strategic/ Cultural Leadership	1a: Creates an Organizational Vision, Mission, and Strategic Goals						
	1b: Uses Data for Informed Decision Making						
	1c: Builds a Collaborative and Empowering Work Environment						
	1d: Leads Change Efforts for Continuous Improvement						
	1e: Celebrates Accomplishments and Acknowledges Failures						
Comment							
Systems Leadership	2a: Leverages Human and Financial Resources						
	2b: Ensures School Safety						
	2c: Complies with Federal, State, and LEA Mandates						
	2d: Establishes and Implements Expectations for Students and Staff						
	2e: Communicates Effectively and Strategically						
	2f: Manages Conflict Constructively						
	2g: Ensures a High Quality, High Performing Staff						
Comment							
Leadership for Learning	3a: Leads School Improvement/Curricular Initiatives						
	3b: Aligns Curricula, Instruction, and Assessments						
	3c: Implements High Quality Instruction						
	3d: Sets High Expectations for All Students through Leadership in the Supervisor's area						
	3e: Maximizes Instructional Time						

Domain	Component	Evidence	No Evidence	N/A
Comment				
Professional and Community Leadership	4a: Maximizes Parent and Community Involvement and Outreach in the Supervisor's area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4b: Shows Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4c: Supports Professional Growth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment				
Student Achievement	5a. Criteria may include the following:			
	• Achievement of Annual Measurable Objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Achievement on Pennsylvania System of School Assessment (PSSA) tests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Achievement on Keystone Exams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Student Growth as Measured by the Pennsylvania Value-Added Assessment System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Attrition Rates or Graduation Rates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	• Any Additional Criteria	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comment				

OVERALL ASSESSMENT

- ☐ Distinguished
☐ Proficient
☐ Needs Improvement
☐ Failing

Evaluator's Signature

Date

Administrator's Signature

Date

Administrative Performance Evaluation Chart

Distinguished

- Major project or initiative that has a significant impact on the district or community.
- Significant professional accomplishment that brings major distinction.
- Makes long lasting significant contributions to district or department.
- Requires appropriate supporting documentation and approval of the Superintendent.

Proficient

- The expected rating for successful Central Bucks administrators.
- Regularly meets and occasionally exceeds the requirements and high expectations held for Central Bucks administrators.
- Makes solid and meaningful contributions to district or department.
- Is a strong team member.

Needs Improvement

- General performance is less than satisfactory and needs attention in specific areas to meet the requirements and high expectations held for Central Bucks administrators.

Failing

- Performance below expectations of Central Bucks administrators.
- Performance not acceptable for Central Bucks administrators.