



CONTRACT AGREEMENT

By and Between the

Director of Safety

and the

**PLUM BOROUGH
SCHOOL DISTRICT**

Effective July 1, 2017 through June 30, 2020

PLUM BOROUGH SCHOOL DISTRICT

Safety Coordinator

This **AGREEMENT**, made and entered into this 20th day of June, 2017 by and between the **PLUM BOROUGH SCHOOL DISTRICT** (hereinafter referred to as the “School District”)

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MS. TIFFANY DUNNIVAN, of 621 Deauville Drive, Monroeville, Pennsylvania 15146 (hereinafter referred to as “Dunnivan” or “Director of Safety.”)

PREAMBLE

WHEREAS, the Board of School Directors of the Plum Borough School District by Board Motion of June 20, 2017 appointed Dunnivan as the Director of Safety; 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 hereby appoints Dunnivan to the position Director of Safety for a term commencing July 1, 2017 and terminating midnight June 30, 2020.

1.1 Sixty-Day Notice. In the event Dunnivan would unilaterally elect to leave

her employment at Plum Borough School District prior to the expiration of said term, Dunnivan is required to provide sixty (60) day notice to the Superintendent. For purposes of computing said sixty (60) days, vacation days shall not be counted. The Parties hereto acknowledge that the replacement and training of a new Director of Safety necessarily causes the School District to incur various expenses and loss productivity, which items equate to pecuniary losses, which cannot be adequately reduced to a specific money amount. Therefore, the District requires that the Director of Safety provide training for a newly designated Director of Safety within the sixty (60) day termination period.

1.2 Termination for Cause. The School District shall have the right to sooner terminate this Agreement and dismiss Dunnivan for incompetency, intemperance, neglect of duty, violation of any of the School Laws of the Commonwealth, violation of School Board Policy or directives of the School Board and/or Superintendent, or other improper conduct. Dunnivan may also be removed as a result of two (2) consecutive unsatisfactory evaluations not less than one (1) month apart. Dunnivan may also be terminated for restructuring of the District's Central Administration or employment may also be terminated for economic reasons. In the event of such removal, all compensation or benefits otherwise payable to Dunnivan shall end.

1.3 Mutual Termination. In the event Dunnivan'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 Dunnivan.

1.4 Contract Year. All references to this Agreement to "contract year" shall mean the period of time from July 1st to the following June 30th.

ARTICLE II. DUTIES

2.0 Legal Qualifications. Dunnivan covenants that she possesses all of the qualifications that are required by law to serve as the Director of Safety. Dunnivan agrees to maintain throughout the term of this Agreement any valid and current commission or other legal credentials as may, from time-to-time, be required by law and to present the same to the Board of School Directors.

2.1 Duties. Dunnivan shall, subject to the supervision and authority of the District Superintendent, serve as the Director of Safety, and perform those duties and responsibilities as set forth in the Job Description as from time-to-time amended, as required by the District's Board Policy, and such other duties and responsibilities as may from time-to-time be legally prescribed and assigned to her. Dunnivan agrees to perform her duties in a competent and professional manner.

2.2 Workday/Work Year. It is acknowledged that Dunnivan is a salaried, twelve-month Administrative employee and, as such, will work such hours as needed and directed by the Superintendent. Dunnivan's workday shall generally be the regular business hours of the District's Administrative Office.

ARTICLE III. PERFORMANCE ASSESSMENTS

3.0 Evaluation. The Superintendent and Dunnivan shall meet on or before July 31st of each contract year for purposes of establishing her goals and objectives. At such time, a written evaluation instrument or format to be used as a basis for evaluating Dunnivan shall be formulated. The evaluation instrument or format shall be based upon achievement of criteria, job performance and other additional and measurable objectives

to be mutually established by the Superintendent and Dunnivan. The evaluation instrument or format shall be approved by the Superintendent, and shall be utilized for the current contract year's evaluation(s).

3.1 Evaluation Conferences. A regular and annual formal assessment of Dunnivan's performance and future goals shall be the means by which the School District shall assess her performance. The performance assessment shall be conducted in a private session limited to Dunnivan, the Superintendent and, if so desired by the Superintendent, a third Central Office Administrator chosen by the Superintendent. The Superintendent shall evaluate Dunnivan from time-to-time, with at least one annual evaluation taking place on or before June 30th of each contract year. The above-agreed upon evaluation instrument or format shall be utilized. The 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.

3.1.1 Progress Report. Dunnivan shall prepare a written progress report on her annual goals for mutual feedback and comment between her and the Superintendent; the progress report shall be due on January 31st of each contract year. A format for the progress report shall be developed by the Superintendent.

3.1.2 Follow-up Evaluation. In the event Dunnivan receives an unsatisfactory evaluation, she will receive a subsequent evaluation no sooner than one (1) month after the unsatisfactory evaluation.

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

3.2.1 To strengthen the working relationship between Dunnivan and other employees;

3.2.2 Enhance the effectiveness of Dunnivan and the Superintendent;

3.2.3 Clarify for Dunnivan the responsibilities the Administration rely upon her to fulfill; and

3.2.4 As a factor for determining whether to renew or not renew Dunnivan's contract and term; provided, however, performance assessments shall not be construed as in any manner obligating the School Board to renew her term or contract.

ARTICLE IV. COMPENSATION

4.0 Salary. The Director of Safety's salary for each contract year shall be as follows:

2017-18.....\$62,000

2018-19.....\$64,000

2019-20.....\$66,000

The established annual salary shall be paid in equal installments in accordance with the governing payment of salary for the other Act 93, twelve (12) month administrative employees of the School District.

4.1 Salary Adjustments. Any adjustments in the Director of Safety'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 Dunnivan, or in any manner extending the anticipated termination date of this Agreement.

ARTICLE V. FRINGE BENEFITS

5.0 Fringe Benefits. Subject to Sections 5.0.1, 5.0.2 and 5.0.3, during the term of this Agreement, Dunnivan shall receive only the following fringe benefits equal to and in the same manner as from time-to-time provided to the Plum Borough School District's twelve (12) month Act 93 Administrative Employees: life insurance; dependent life insurance; long term disability; hospitalization and surgical benefits; prescription drug program; dental care insurance; vision care insurance; sick leave; tax shelter annuities; bereavement; holidays; and leave of absence.

5.0.1 Dunnivan shall only be entitled to these Section 5.0 benefits while they are being provided to the School District's Act 93, twelve month administrative employees. By way of examples, if during the term of this Agreement, group life insurance for said administrative employees would be eliminated, altered or reduced, Dunnivan's group life insurance coverage would likewise be eliminated, altered or reduced in the same manner.

5.0.2 These Section 5.0 fringe benefits are in addition to the benefits set forth in Sections 5.1 thru 5.9. To the extent Act 93 Administrators now receive or would receive any benefit similar to one contained in Sections 5.1 thru 5.9, Dunnivan's benefit shall still be governed by Sections 5.1 thru 5.9, and not the Administrator's Plan.

5.0.3 Administrative Compensation Plan. Although some of Dunnivan's fringe benefits are the same as other District Administrators, the Director of Safety is not a member of the Plum Borough School District's Act 93, Administrative Compensation Plan.

5.1 Vacation. For each contract year, Dunnivan shall receive the following paid vacation days:

- 10 days to be used during the 2017-18 contract year
- 12 days to be used during the 2018-19 contract year
- 14 days to be used during the 2019-20 contract year

5.1.1 Vacation days not utilized during the contract year may not be carried over and shall be lost; only in the event of extremely extenuating circumstances, will the School Board waive this provision. Vacation shall be scheduled through the Superintendent; and vacation dates shall be subject to the Superintendent's approval.

5.2 Healthcare. During the term of this Agreement, Dunnivan shall contribute toward healthcare premiums based upon the following schedule:

July 1, 2017 - 10% of Premium

July 1, 2018 - 12% of Premium

July 1, 2019 - 15% of Premium

5.3 Personal Leave. Dunnivan shall be entitled to three (3) days of personal leave. Dunnivan shall not be compensated for any unused personal leave.

5.4 Jury Duty. If Dunnivan is called or subpoenaed as a witness (not a party witness) to attend court, she shall be permitted to be absent and paid her regular rate of pay. Any compensation or stipend received by the court for jury duty shall be paid over to the School District. Dunnivan shall not receive pay if she is a party to the proceeding or is testifying as an expert witness. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the Superintendent as far in advance as practical.

5.5 Mileage Reimbursement. Dunnivan shall be reimbursed for use of her private vehicle, while on School District business, at the mileage rate as from time-to-time set by the Internal Revenue Service. There will be no reimbursement for travel to and from the work place.

5.6 Health Insurance Waiver. If Dunnivan voluntarily elects to accept coverage provided from sources outside of the District, then the employer will pay Dunnivan \$200 per month for each month Dunnivan is covered outside the plan. Payment will be made bi-monthly through payroll and is subject to payroll taxes. The coverage from the outside sources shall not include any coverage offered by the Plum Borough School District. Should Dunnivan lose access to the outside source of coverage Dunnivan will be immediately eligible for full coverage under this Article.

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 affected by the deleted term, condition, clause or provision.

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

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:

PLUM BOROUGH SCHOOL DISTRICT

Secretary

By _____
President of Board

Witness

Ms. Tiffany Dunnivan