

DWYER's Employment Contract

THE CENTRAL INTERMEDIATE UNIT # 10

EXECUTIVE DIRECTOR'S EMPLOYMENT AGREEMENT

This Executive Director's Employment Agreement ("Agreement"), is made and entered into this 24th Day of March 2016, by and between the Central Intermediate Unit # 10, an intermediate unit organized and existing under and pursuant to the Public School Code of 1949, as amended, 24 P.S. Section 101 et seq. ("School Code"), with administrative offices located at 345 Link Road, West Decatur, PA 16878-9757, ("CIU"), and J. Hugh Dwyer, Ed.D., an adult individual with an address of 503 Walton Street, Philipsburg, PA, 16868 (DWYER").

WHEREAS, CIU desires to provide experience and continuity to the Executive Director Leadership position, and to secure the services of the ongoing leadership of DWYER; and

WHEREAS, CIU desires to provide DWYER with a written employment agreement in order to enhance administrative stability and continuity within the agency, which CIU believes improves the quality of its overall educational program; and

WHEREAS, CIU and DWYER believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the programs of services.

NOW, THEREFORE, CIU and DWYER, for the consideration herein specified, agree as follows:

A. TERM

Pursuant to Sections 963(b) and 964(1) of the School Code, CIU offers and DWYER hereby accepts employment as Executive Director of CIU, subject to the terms and conditions contained in this Contract, for a four-year term commencing April 7, **2016** and ending **April 6, 2020**, unless terminated earlier as provided herein.

B. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

1. **Certification.** DWYER shall hold, and maintain in good standing, a commission as required by applicable statutes, rules, and regulation, as they may be amended from time to time.
2. **Power and Duties.** DWYER shall have the power and duties set forth in Section 965 of the School Code, as they may be amended from time to time.
3. **Outside Activities.** DWYER shall devote his time, attention and energy to the business of the CIU. However, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. DWYER may choose to use vacation

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days to perform outside consulting activities. To the extent that the CIU's Board of Directors ("Board") determines, in the exercise of its discretion, that DWYER'S outside activities are interfering with and/or adversely affecting his work, it may limit the outside activities, to include in particular the use of vacation days for outside activities.

C. PROFESSIONAL GROWTH, CONFERENCES AND MEETINGS

CIU encourages the professional growth of DWYER through his participation in professional associations; seminars and courses offered by public or private educational institutions; informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of DWYER to perform his professional responsibilities for CIU, and visits to other institutions. DWYER shall attend conferences and meetings as directed and approved by the CIU. The costs for any such conferences and meetings shall be paid directly or otherwise reimbursed by the CIU. Any costs for conferences or meetings that are not approved by the CIU shall be paid by the DWYER.

D. BASE SALARY

CIU shall pay DWYER an annual salary reflecting a Three (3%) Percent increase each year of the Agreement follows:

Year One - \$132,060.42
Year Two - \$136,022.23
Year Three- \$140,102.89
Year Four- \$144,305.97

The CIU shall have the option annually to award the DWYER a bonus payment up to \$5,000.

E. VACATION AND OTHER BENEFITS

DWYER shall be entitled to all the benefits applicable to twelve month administrative employees including but not limited to vacation and illness benefits and leaves, any form of insurance protection, retirement program, choice of tax-sheltered annuities, and other administrative benefits. As a specific exception, DWYER's vacation days shall accrue without limitation, from year to year, to include vacation days from DWYER's Employment Contract expiring on April 6, 2016. Nothing in the previous sentence shall give rise to the payout of any vacation time that is not applicable to other twelve-month administration employees.

F. PROFESSIONAL LIABILITY

1. CIU shall indemnify DWYER in accordance with and as required by 42 Pa. C.S.A. Section 8548.
2. CIU shall not be required to pay any costs of any legal proceedings in the event CIU and DWYER have adverse interests in such litigation.

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G. GOALS

In or about July of each year of this Agreement the parties shall meet to establish CIU goals for the ensuing school year. Such goals shall be reduced to writing and be among the criteria by which DWYER is evaluated.

H. EVALUATION

The Board, by and through its Evaluation Committee, shall formally evaluate DWYER annually during the term of this agreement. The Board President, at each July meeting during the term of this agreement, shall appoint an Evaluation Committee composed of not less than three Board Members. DWYER and the Evaluation Committee shall meet in August and collaboratively design the formal, comprehensive evaluation process, to include the evaluation instrument. The evaluation instrument shall include both subjective and objective performance standards mutually agreed to by the Evaluation Committee and DWYER. The subjective and objective performance standards may be based upon the following: (1) financial management standards; (2) progress toward comprehensive plan; (3) progress toward IU goals; (4) progress toward Executive Director's goals; (5) the extent to which the IU is meeting the needs and serving the interests of the sending districts; and (6) any additional criteria deemed relevant and mutually agreed to by the Evaluation Committee and DWYER. The Board shall post the mutually agreed to subjective and objective performance standards developed as part of the evaluation process on the IU's publicly accessible website. Upon completion of the annual performance assessment, the Board shall post the date of the assessment and whether or not DWYER has met the agreed-to subjective and objective performance standards on the IU's publicly accessible website. The evaluation shall be completed in August and September, and presented to the full Board for adoption in October.

I. RENEWAL OF EMPLOYMENT CONTRACT

If the Board does not notify DWYER on or before November 3, 2019 that this contract will not be renewed, it shall be deemed that CIU has renewed this contract for four (4) years extending from April 7, 2020. It shall be DWYER's responsibility to remind the Board in writing of Section I provisions at or before the October 2019 Board of Directors meeting.

J. TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

1. Mutual Agreement of the Parties.
2. Retirement of DWYER.
3. Disability of DWYER.

In the event of disability by illness or incapacity, after DWYER's sick leave has been exhausted, the compensation shall be reinstated after DWYER has returned to

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employment and undertaken the full discharge of his duties. CIU may terminate this contract by written notice to DWYER at any time after DWYER has exhausted any accumulated sick leave and such other leave as may be available. All obligations of CIU shall cease upon such termination.

4. **Discharge for Cause.**

Discharge for cause shall constitute conduct as identified in section 1080 of the School Code.

Nothing in this section limits DWYER'S, CIU's, or CIU's dismissal rights under the School Code.

K. SAVINGS CLAUSE

If, during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force.

IN WITNESS WHEREOF, CIU # 10 has caused this Employment Contract to be approved in its behalf by a duly authorized officer and DWYER has approved this Contract effective on the day, and year specified hereinabove.

Central Intermediate Unit # 10

J. Hugh Dwyer, Ed.D.

Larry Putt, President

Witness