

**EMPLOYMENT CONTRACT BETWEEN JAMES MELCHOR
AND THE BOARD OF SCHOOL DIRECTORS
OF THE ABINGTON SCHOOL DISTRICT
DATED: _____**

I. PARTIES

1. The parties to this Employment Contract (“Employment Contract”) are the Board of School Directors of the Abington School District (referred to as the “Board” and the “School District” respectively) and James Melchor (“Dr. Melchor”).

II. RECITALS

2. The Superintendent of Schools has nominated, and, by resolution dated October 9, 2018, the Board has appointed, Dr. Melchor to serve in the position of Assistant Superintendent for a term commencing on November 10, 2018, and terminating June, 30, 2023.

NOW, THEREFORE, the parties intending to be legally bound hereby agree as follows:

III. EMPLOYMENT AS ASSISTANT SUPERINTENDENT

3. School District does hereby employ Dr. Melchor as Assistant Superintendent to perform the usual duties of the position and duties in connection with such employment (as set forth in the job description attached as Attachment 1) and such other duties as the School Board may assign for a term commencing on November 10, 2018, and terminating June, 30, 2023 (“Contract Term”). This Employment Contract shall terminate immediately upon the expiration of the aforesaid Contract Term on June 30th, 2023, unless the Employment Contract is sooner modified or terminated in accordance with this Employment Contract or allowed to renew automatically in accordance with Section 1077(b) of the School Code.
4. Dr. Melchor agrees to perform the duties hereby required and to do so in accordance with the law, the School Code, and the rules and regulations adopted by the School District for the government of the school system.

IV. COMPENSATION

5. Consistent with past practice, the annual salary for the period commencing July 1st of each year shall be paid during the compensation year period commencing July 1st through June 30th of each year for the term of this Employment Contract.
6. Beginning November 10, 2018, the School District shall pay Dr. Melchor an annual salary of One Hundred Seventy-Eight Dollars (\$178,000.00). Beginning July 1, 2019 and effective July 1st of every year of this Employment Contract, the School District shall pay Dr. Melchor an annual salary of his then-current annual salary which, at a minimum, shall be increased by two percent (2%) and which increased salary shall be established as Dr. Melchor's base annual salary. These salary increases will be contingent upon Dr. Melchor's satisfactory performance for the prior school year on his annual performance assessment in accordance with the provisions of this Employment Contract. Dr. Melchor's salary shall not be decreased at any time during this Employment Contract, or through any amendment or extension of this Employment Contract, without the written approval of Dr. Melchor.

V. EMPLOYMENT BENEFITS

7. Dr. Melchor shall receive any and all fringe benefits and incentives scheduled or provided by the Board of School Directors for the professional central staff of the School District (as set forth in the applicable Board Policies, Superintendent Administrative Procedures, and/or in the Memorandum of Understanding between the District and Abington Supervisors and Administrators Association ("ASAA") adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) ("ASAA Agreement") to the extent that such benefit is not inconsistent with any benefit provided for herein. In the case of conflict, the benefit provided

for herein shall govern. Any change in fringe benefits and incentives applicable to professional central staff of the School District during this Employment Contract shall also be applicable to Dr. Melchor and become part of this Employment Contract. Nothing contained herein shall preclude the School District from providing additional fringe benefits and incentives to Dr. Melchor as may be agreed to by the parties hereto.

8. In addition to the salary and benefits enumerated above, the School District shall provide up to Five Thousand Dollars (\$5,000.00) per year for the use of Dr. Melchor for continuing education (including appropriate travel related thereto) related to the position of Assistant Superintendent. Such travel and attendance at continuing education conferences or seminars shall be (1) taken with due regard to operation of the school system, and (2) subject to the approval of the Superintendent, which approval shall not be unreasonably withheld. In addition, travel expenses for the use of Dr. Melchor's personal automobile for the School District's business shall be reimbursed at the highest rate per mile allowed by the Internal Revenue Service.
9. School District agrees that it shall defend, hold harmless, and indemnify Dr. Melchor from any and all demands, claims, suits, actions, and legal proceedings (collectively "claims") brought against Dr. Melchor in his individual capacity, or in his official capacity as agent and employee of School District, provided the incident which forms the basis of such claim arose while Dr. Melchor was acting or reasonably believed he was acting within the course and course and scope of his employment (excluding illegal criminal activity) and as such liability coverage is within the authority of the Board to provide under state and/or federal law. However, in no case will individual Board members be considered personally liable for

indemnifying Dr. Melchor against such claims. This obligation survives the termination of this Employment Contract.

10. School District agrees to pay the annual membership dues for at least the following professional associations directly related to his position: (a) American Association of School Administrators, and (b) Pennsylvania Association of School Administrators. Dr. Melchor may seek Board approval to join additional professional organizations.
11. Dr. Melchor shall be credited on the first day of this Employment Contract with fourteen (14) days of vacation leave . In addition, on July 1, 2019 and on July 1st of every subsequent year of this Employment Contract, Dr. Melchor shall receive twenty (20) vacation days per year, ten (10) of which per year Dr. Melchor must use. On June 30th of each year, Dr. Melchor is permitted to carryover up to ten (10) vacation days per year up to a maximum accumulation of thirty-five (35) days of vacation leave. On June 15th of each year Dr. Melchor will be reimbursed by the School District for surrendering up to five (5) unused vacation days at 100 percent of his then current per diem rate (“per diem rate” as the term is used throughout this Employment Contract shall equal Dr. Melchor’s then-current annual salary divided by 227). Vacations shall be taken with due regard to the operation of the school system. At the time this Employment Contract is terminated for any reason, whether voluntarily or involuntarily, the School District shall pay Dr. Melchor, or his surviving spouse or estate if no surviving spouse if he dies during his employment, for unused vacation leave accumulated (and not previously used or surrendered for payment), at which time the School District shall pay Dr. Melchor 100% of his then-current per diem rate of pay for each day of unused vacation leave to a maximum payment for thirty-five (35) days of vacation leave. The School District shall make such payment to Dr. Melchor for unused vacation leave as a non-elective employer

contribution to Dr. Melchor's Section 403(b) account. This non-elective employer contribution shall be subject to an amount up to or equal to the limits established by law for such accounts. If the compensation limits established for such accounts are exceeded, the School District shall cause to be contributed as a non-elective employer contribution to Dr. Melchor's 403(b) account in an amount up to and equal to the established limits for contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted. There is no cash option for such payment.

12. Dr. Melchor shall carry forward in this Employment Contract and be credited on the first day of this Employment Contract with all of his days of unused sick and auxiliary sick leave accumulated during his employment with the School District. In addition, Dr. Melchor shall receive twelve (12) days of sick leave with full pay each year of this Employment Contract, which shall be effective and credited in full on July 1, 2019 and on July 1st of each subsequent year of this Employment Contract. In addition, the unused portion of such allowance of sick leave and auxiliary sick leave shall accrue from year to year without limit.

VI. BENEFITS UPON RETIREMENT, VOLUNTARY TERMINATION OR CONCLUSION OF TERM

13. It is understood between the parties hereto that in the event Dr. Melchor retires under the provisions of PSERS from the Abington School District, School District shall make a contribution to a tax-sheltered account or accounts specified by Dr. Melchor for unused sick leave and unused auxiliary sick leave as specified in the District's ASAA Agreement with its administrative staff.

VII. ANNUAL PERFORMANCE ASSESSMENT

14. The Board shall evaluate and assess in writing the performance of Dr. Melchor on or before June 30th of each year during the term of the Employment Contract. This evaluation and assessment shall be reasonably related to the position and the goals and objectives of the Superintendent and the Board for each year in question.
15. With regard to Dr. Melchor's employment as the Assistant Superintendent, the Board, in consultation with the Superintendent, shall evaluate in writing the performance of Dr. Melchor at least once a year during the Term of this Employment Contract, on or before June 30th of each year, unless the parties mutually agree in writing on another date for the annual performance assessment. The annual performance assessment shall be conducted in an executive session limited to members of the Board, the Superintendent, and Dr. Melchor. An evaluation instrument and method mutually agreed upon in writing by the Board, the Superintendent and Dr. Melchor shall be utilized for the annual performance assessment. Provided, however, that any performance assessment system selected shall require the Board to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each Board member regarding each aspect of the evaluation. In the event the Board and Superintendent consensus determines that the performance of Dr. Melchor is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance.
16. A copy of the written performance assessment shall be delivered to Dr. Melchor. Dr. Melchor shall have the right to make a written response to the annual performance assessment. The Board and Superintendent's evaluation(s) and Dr. Melchor's response(s) shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or federal law. Dr. Melchor's performance shall be

deemed satisfactory and Dr. Melchor shall not be subject to discipline, discharge or termination on the basis of neglect of duty or incompetency in any year when a formal performance assessment is not completed in accordance with this Employment Contract unless the Board, the Superintendent and Dr. Melchor have mutually agreed to extend the date of the assessment.

17. The performance of Dr. Melchor shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board, Superintendent and Dr. Melchor. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of Dr. Melchor's annual performance assessment and whether or not Dr. Melchor met the agreed upon objective performance standards. No other information regarding Dr. Melchor's annual performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. The Board, the Superintendent and Dr. Melchor hereby mutually agree to the objective performance standards which are attached hereto as Attachment 2 and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before June 30th of each year of this Employment Contract unless another date is mutually agreed upon by the Board, the Superintendent and Dr. Melchor. The annual performance assessment shall be used for the following purposes:

- a. To strengthen the working relationship among the Board, the Superintendent and Dr. Melchor and to clarify for Dr. Melchor, the Superintendent and individual members of the Board the responsibilities the District relies on Dr. Melchor to fulfill;

- b. To discuss and establish goals and/or objective performance standards for the ensuing year; and
- c. To establish the basis for possible incremental increases in the annual salary rate for Dr. Melchor.

VIII. OTHER TERMS

- 18. Dr. Melchor agrees not to request a sabbatical leave during the term of this contract except for restoration of health.
- 19. Dr. Melchor shall devote his time, attention and energy to the business of the District. Notwithstanding the foregoing, Dr. Melchor may undertake and be compensated, as permitted by law, for outside work, including but not limited to writing, and adjunct teaching at the university level, provided the Board is informed and provided these undertakings do not interfere with his full-time duties in his position with the District.
- 20. In the event that the Superintendent and/or the Board of School Directors directs that any investigation of Dr. Melchor's conduct or performance be undertaken, Dr. Melchor shall be:
 - (i) notified of the occurrence and purpose of such investigation prior to the commencement of the same;
 - (ii) granted access to all documents or reports generated by such an investigation and;
 - (iii) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation prior to the investigation being concluded. Any investigations undertaken by the School District shall be completed in a confidential manner pursuant to customary District procedures.
- 21. This Employment Contract may be terminated prior to the end of the Term of this Employment Contract as follows:

- a. This Employment Contract may be terminated by the mutual consent, in writing, of Dr. Melchor and the Board. If this Employment Contract is terminated in this manner, the District shall (1) pay and provide to Dr. Melchor all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave Dr. Melchor earned, accrued and/or is entitled to in accordance with this Employment Contract through the mutually agreed upon effective date of the termination of this Employment Contract plus any applicable post-employment and retirement benefits provided for in this Employment Contract and (2) pay Dr. Melchor any additional amount mutually agreed upon by the Board and Dr. Melchor. It is understood that any such additional amount mutually agreed upon by the Board and Dr. Melchor would be subject to the provisions set forth in Section 1073(e)(3) of the Public School Code (24 P.S. § 10-1073(e)(3)).
- b. Dr. Melchor shall be subject to discharge and termination of this Employment Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the Board shall not arbitrarily or capriciously call for Dr. Melchor's dismissal and Dr. Melchor 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, Dr. Melchor shall have the right to be present and to be heard, to be represented by counsel, and to present evidence, through witnesses, testimony, and documentation relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to Dr. Melchor. Dr. Melchor shall have the right to be represented by counsel at his sole cost and expense. Provided,

however, if the charges against Dr. Melchor are not sustained and/or should Dr. Melchor prevail in any hearing or appeal, the School District shall reimburse Dr. Melchor for all legal fees and expenses incurred by Dr. Melchor in the proceedings. In the event Dr. Melchor is terminated and removed from his position for cause, Dr. Melchor shall not be entitled to any other termination benefits except for payment for his accumulated vacation days and sick days at the rates set forth in this Employment Contract.

- c. This Employment Contract may be unilaterally terminated without penalty by the resignation of Dr. Melchor at any time provided that Dr. Melchor gives the Board at least sixty (60) days' notice prior to the effective date of the resignation. Unless waived by the Board, failure to provide this notice shall constitute a forfeiture of any applicable post-employment and retirement benefits provided for in this Employment Contract. If this Employment Contract is terminated in this manner the District shall (1) pay and provide to Dr. Melchor all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave Dr. Melchor earned, accrued, and/or is entitled to in accordance with this Employment Contract through the effective date of the resignation or other mutually agreed effective date of the termination of this Employment Contract plus any applicable post-employment and retirement benefits provided for in this Employment Contract.
- d. This Employment Contract shall be terminated upon the death of Dr. Melchor at which time the School District shall pay to Dr. Melchor's spouse, or if Dr. Melchor has no surviving spouse, his estate, all of the aggregate compensation, salary and

benefits that Dr. Melchor earned, accrued and/or is entitled to under this Employment Contract through the date of Dr. Melchor's death, including payment for unused leave.

22. The District agrees to provide appropriate personal computer equipment and software and smart phone for Dr. Melchor's exclusive use both at his District office and elsewhere. Due to the nature of his work schedule with the District, it will not be a violation of any School Board Policy for Dr. Melchor to use, for personal use, District issued equipment and electronic resources, such as computers, personal digital assistants, email, phones, internet usage, copy machines, fax machines, printers and the like.
23. If, in the future, changes in the IRS rules cause adverse tax consequences to Dr. Melchor in connection with the benefits provided for in the Employment Contract, the Board agrees to make such adjustments as will make him monetarily whole. In this context, "adverse tax consequences" means changes to the Internal Revenue Code that substantially diminishes the tax deferred status of non-salary compensation intended by the Employment Contract to be tax deferred as set forth in Sections V "Employment Benefits" and VI "Benefits Upon Retirement, Voluntary Termination or Conclusion of Term".
24. This Employment Contract and its operation are intended to comply with Section 409A of the Internal Revenue Code. The School District and Dr. Melchor intend that this Employment Contract shall be administered, interpreted and construed in a manner consistent with Section 409A of the Internal Revenue Code and the Treasury regulations and guidance relating thereto so as not to subject Dr. Melchor to the payment of tax, interest and any tax penalty which may be imposed under Section 409A. To the extent that any payment or benefits pursuant to this Employment Contract is deemed to be deferred compensation

subject to the requirements of Section 409A of the Internal Revenue Code, this Employment Contract shall be administered and interpreted in such a manner consistent with such intent and which complies with Internal Revenue Code Section 409A. The School District and Dr. Melchor shall cooperate to amend this Employment Contract as necessary to comply with the requirements of Section 409A of the Internal Revenue Code and preserve to the maximum extent possible the economic value of the relevant payments or benefits to Dr. Melchor under this Employment Contract. In the event the Employment Contract is determined to not comply with Section 409A, the School District shall indemnify and hold harmless Dr. Melchor on an after-tax basis with respect to any and all taxes, interest, and/or penalties imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Employment Contract or any other plan or arrangement sponsored or maintained by the School District to the extent such tax, interest, and/or penalty is imposed as a result of any failure to comply with Section 409A of the Code with respect to such payment or benefit.

25. The Employment Contract shall be binding upon the parties, their successors and/or assigns. The parties agree that the Employment Contract supersedes the provisions of Board policy and any other policy that could be deemed inconsistent with the terms of the Employment Contract.
26. Should any provision of the Employment Contract be declared illegal by a court of competent jurisdiction, said provision as the case may be shall be automatically deleted from the Employment Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Employment Contract if not affected by the deleted provision.

27. The Employment Contract shall not be construed in violation of the provisions of applicable law.

28. The Employment Contract represents the entire agreement of the parties and supersedes any prior oral agreements or representations by the parties. Any alteration or modification of the Employment Contract shall be in writing signed by both of the parties hereto and shall be governed by the applicable provisions of the School Code. The parties agree that the laws of the Commonwealth of Pennsylvania shall govern all questions relative to the interpretation and construction of the Employment Contract and the performance of the parties hereunder.

[signatures on next page]

Intending to be legally bound, the parties have caused the Employment Contract to be duly signed at the date set forth above.

ABINGTON SCHOOL DISTRICT

Date:

BY: _____

PRESIDENT

Date:

ATTEST: _____

SECRETARY

(SEAL)

Date:

JAMES MELCHOR, Ed.D.

**Abington School District
Abington, Pennsylvania**

JOB DESCRIPTION

TITLE: Assistant Superintendent

QUALIFICATIONS:

1. Letter of Eligibility to serve as a Chief School Administrator in the Commonwealth of Pennsylvania
2. Advanced degree or degrees from an accredited college or university and earned doctorate preferred
3. Five years' experience as a school administrator with emphasis in the supervision and evaluation of educational personnel and programs and financial management

REPORTS TO: Superintendent of Schools

PERFORMANCE

RESPONSIBILITIES:

- Perform the functions and discharge the duties of the position and such extracurricular activities
- Assist the Superintendent and provide leadership to ensure the delivery of effective educational opportunities for all District students
- Assist the Superintendent in the collective bargaining process and in the administration of negotiated contracts
- Assist the Superintendent in the development and maintenance of Board Policies and Superintendent Administrative Procedures (SAPs)
- Attend School Board meetings and prepare information and presentations for the Superintendent and Board on the status of programs and services
- Assist the Superintendent and the Business Manager with the development and implementation of the annual budget in accordance with required procedures

- Assist in the development and oversee contracts with outside organizations and service providers
- Assist in the supervision of the District educational programs and serve as a resource person to staff in those areas of responsibility
- Work with and supervise the District administrators, principals, teachers and parents relative to curriculum, administrative functions, instructional materials, and evaluation of educational programs as assigned by the Superintendent
- Assist in the planning, implementation, and evaluation of instructional in-service training program for teachers and administrators within the District
- Explore, develop and implement innovative communication networks to enhance delivery, implementation, operation and evaluation of educational programs in the District
- Assist and supervise non-instructional administrators and staff as designated by the Superintendent
- Assist the District with the implementation of State and Federal requirements
- Oversee and supervise the development and implementation of the District's Emergency Operations Plan and coordinate efforts with the state and local police departments
- Supervise and assist in the development of state reports and grants
- Remain abreast of legal and curricular developments and innovations
- Represent the District at appropriate local, state and national meetings
- Assume the duties of the Superintendent of Schools in the absence of the Superintendent
- Assume all other duties to be assigned by the Superintendent and the School Board as they see appropriate

TERMS OF OFFICE: Determined by the Board in accordance with the School Code

EVALUATION: The Assistant Superintendent shall be evaluated annually by the Superintendent of Schools and in accordance with Act 82

**Abington School District
Abington, Pennsylvania**

**Objective Performance Standards (OPS) for Assistant Superintendent
James A. Melchor, Ed.D.
2018-2019**

Annual Performance Assessment shall be conducted on or before June 30th of each contract year.

District Leadership

OPS 1: Implement the policies, rules, and regulations established by the Board of School Directors, the State Board of Education, the laws of the Commonwealth of Pennsylvania, and the laws and regulations of the United States.

Results:

- Commission to serve as the Assistant Superintendent is followed in accordance with the provisions of the policies, rules, and regulations established by the Board of School Directors, the State Board of Education, the laws of the Commonwealth of Pennsylvania, and the laws and regulations of the United States

OPS 2: Support development of documents and presentations for meetings of the Board of School Directors.

Results:

- Documents and presentations are timely, well prepared, and organized

OPS 3: Supervise and evaluate the Director of Pupil Services, Director of Curriculum, Director of Technology & Telecommunications, Supervisor of Transportation, School Police Officer, and Director of Facilities in effective operation of their responsibilities.

Results:

- The leadership team is well managed and supervised

Student Achievement and Support

OPS 1: Assist the Superintendent in supervision and evaluation of educational programs.

Results:

- Information regarding instructional programs and student achievement is presented at meetings of the Board of School Directors
- Analysis occurs of the impact of instructional programs in narrowing the achievement gap

OPS 2: Co-chair the Abington Senior High School sub-committee of the Superintendent's Committee Regarding Secondary Programming for Reconfigured Grade Spans to promote innovative programming and implementation of a pathways program.

Results:

- Sub-Committee tasks as identified in the Superintendent's Administrative Procedure for the Superintendent's Committee Regarding Secondary Programming for Reconfigured Grade Spans are furthered toward completion

OPS 3: Assist in the development and monitoring of the schools' annual continuous improvement plans.

Results:

- Schools' continuous improvement plans are reviewed and monitored with the Superintendent, Director of Curriculum, and Director of Pupil Services, specifically as related to Future Ready PA Indicators and narrowing of the achievement gap

OPS 4: Assist in legal matters regarding special education due process and settlement negotiation.

Results:

- Obtain greater knowledge regarding pupil services and special education matters

Professional Capacity of School Personnel

OPS 1: Facilitate the implementation of professional development opportunities aligned with the District's Professional Education Plan and Comprehensive Plan.

Results:

- District and school plans for district-wide in-service days will reflect activities aligned with goals identified in the District's Professional Education Plan and Comprehensive Plan

OPS 2: Support the Superintendent and Director of Human Resources in personnel matters.

Results:

- Assistance in recruitment and interviewing for the hiring process and addressing of personnel matters

Technology

OPS 1: Support the Director of Technology & Telecommunications in development of a long-range technology plan.

Results:

- Coordination across the leadership team for the development of a long-range technology plan that is designed to support instruction and student achievement

Communication and Community Engagement

OPS 1: Support the implementation of a comprehensive communications plan.

Results:

- Monitoring of the district's comprehensive communication plan, including the use of social media and other digital tools to communicate on school matters
- Attendance and presentation at PTO/PTA, Parent Council, SEPAC, AGE PAC, and community meetings

Fiscal Responsibility and Operations

OPS 1: Assist the Superintendent and the Business Manager in development and implementation of the annual budget.

Results:

- Participation in budget development and implementation as well as monitoring of the Abington School District General Fund and other accounts

OPS 2: Assist the Superintendent in oversight of activities related to the Abington Senior High School renovations and additions project, and implementation of a long-range plan for future capital projects.

Results:

- Provide support toward achievement of project milestones and implementation of a capital projects long-range plan

OPS 3: Provide oversight regarding Act 44 of 2018.

Results:

Act 44 requirements are met