

**Upper Perkiomen School District  
Education Center  
2229 East Buck Road  
Pennsburg, PA 18073**

**SPECIAL VOTING MEETING AGENDA  
July 19, 2017  
7:00 p.m.**

**I. CALL TO ORDER**

- A. Pledge of Allegiance
- B. Roll Call

**II. PUBLIC COMMENTS ON AGENDA ITEMS**

**III. ACTION ITEMS**

- A. Motion to approve the resignation of Laurie J. Smith, Principal at Upper Perkiomen Middle School, effective September 8, 2017, or sooner.
- B. Motion to approve the transfer of Jeffrey P. Fries from Principal at Hereford Elementary School to Principal at Upper Perkiomen Middle School, effective September 11, 2017, or sooner, at a rate of \$138,000 (prorated) per year.
- C. Motion to approve the independent consultant contract with Michael Harman for the Interim Director of Special Education and Pupil Services position at a rate of \$500/day (Attachment A).

**IV. ADJOURNMENT**

**INTERIM DIRECTOR OF SPECIAL EDUCATION AND PUPIL SERVICES EMPLOYMENT AGREEMENT**

**THIS INTERIM DIRECTOR OF SPECIAL EDUCATION AND PUPIL SERVICES EMPLOYMENT AGREEMENT** (“Agreement”), made this 19<sup>th</sup> day of July, 2017, by and between the **BOARD OF SCHOOL DIRECTORS** (the “Board”) OF THE UPPER PERKIOMEN SCHOOL DISTRICT, a Pennsylvania second class school district, with its principal offices located at 2229 E Buck Rd, Pennsburg, PA 18073 (hereinafter referred to as “District”) and **MR. MICHAEL HARMAN**, (hereinafter referred to as “Mr. Harman”).

**RECITALS:**

**WHEREAS**, Dr. Andrea Farina (herein “Dr. Farina”) vacated her position effective July 1, 2017, and

**WHEREAS**, in consideration of the necessity to govern the ongoing operations of the District, the District is of the judgment that there will be a serious impairment of service needed to operate the District if the Director of Special Education and Pupil Services position is vacant for any period of time; and

**WHEREAS**, the District desires to engage Mr. Harman, who is currently an annuitant in the Public School Employees’ Retirement System, to serve as Interim Director of Special Education and Pupil Services effective July 24, 2017, and ending no later than June 30, 2018 or the termination of this agreement upon fourteen (14) days’ notice pursuant to section 9.

**WHEREAS**, in accordance with the provisions of the Public School Employees’ Retirement Code, 24 Pa. C.S. Section 8346(b), the District desires to return Mr. Harman to school service for a period not to exceed the maximum requirements set forth in Act 2004-63 and Act 2006-5; and

**WHEREAS**, Mr. Harman desires to be retained by the District upon the terms and conditions hereinafter set forth.

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

1. **Appointment as Interim Director of Special Education and Pupil Services.** Mr. Harman is hereby appointed

by the Board as Interim Director of Special Education and Pupil Services for the term (hereinafter referred to as "Term of Employment") beginning on August 1, 2017 and ending upon termination by further resolution of the Board, but in any event no later than the Interim Director of Special Education and Pupil Services Termination Date of June 30, 2018 (hereinafter referred to as "Term of Employment"). Mr. Harman will provide full-day services, following the 2017-2018 Calendar for twelve (12) month Administrators, for five (5) days per week.

2. **Compensation.** For all services rendered by Interim Director of Special Education and Pupil Services to the District during the term of this Agreement, the District shall pay Mr. Harman for the period of the Term of Employment a total salary of Five Hundred Dollars (\$500.00) per day actually worked. Said compensation shall be subject to ordinary and necessary withholdings and shall be paid in equal installments in accordance with the policies of District covering the timing of payment of other professional staff members in the District.
3. **Benefits Entitlement.** Mr. Harman shall not be entitled to any of the fringe benefits paid to any of the administrators or other employees of the District, including, but not limited to, health, life insurance or sick days.
4. **Duties of Mr. Harman.** Mr. Harman agrees to perform well and faithfully the duties required by the Board from time to time, and to do so in accordance with applicable law, including, but not limited to the School Code, and shall further perform such duties in connection with such employment as the School Board may assign.
5. **Expenses.** The District will reimburse Mr. Harman for all proper documented expenses incurred when traveling on official business of or for the District.
6. **Public School Code.** This Agreement shall not be in violation of the provisions of the School Code and shall be construed as containing and be read in conformity with all the provisions of the School Code which relate to the relationship of a "district" and its " Director of Special Education and Pupil Services."
7. **Fulfilling All Aspects of the Agreement.** Mr. Harman shall be required to comply with all aspects of this Agreement, any exception thereto being agreed to only by mutual written consent of the District and Mr. Harman.

8. **Termination.** Either the District or Mr. Harman, with or without cause, for any reason or for no reason, except for a reason prohibited by law, may terminate this Agreement at any time upon fourteen (14) calendar days' notice in writing by certified or registered mail, return receipt requested, to the other at the addresses indicated in the preamble of this Agreement, or at any other address the parties may agree upon in writing. Upon termination, the payment of compensation shall cease. Mr. Harman hereby waives any and all rights to any hearings that may exist with respect to being terminated from the position of Interim Director of Special Education and Pupil Services pursuant to this Agreement, to the extent they exist. If notice shall be properly given to District by Mr. Harman, District may, at its sole option, pay Mr. Harman for the compensation due during fourteen (14) calendar day time period (less holidays) and terminate this Agreement immediately.
9. **Professional Liability.** The Board agrees that it will defend, hold harmless and indemnify Mr. Harman from any and all demands, claims, suits, actions and legal proceedings brought against Mr. Harman in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Mr. Harman was acting, or reasonably believed he was acting, within the scope of his employment. This obligation shall survive the termination of this Agreement.
10. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to the within subject matter. This Agreement may not be changed, amended, modified, or superseded except by written instrument executed by the parties hereto.
11. **Severability.** If any provision of this Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Agreement; and the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.
12. **Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The headings contained in this Agreement are for reference purposes only

and shall not in any way effect the meaning or interpretation of this Agreement. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted, and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

**UPPER PERKIOMEN SCHOOL DISTRICT**

Attest: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
Board President

**INTERIM DIRECTOR OF SPECIAL EDUCATION  
AND PUPIL SERVICES**

Witness: \_\_\_\_\_

\_\_\_\_\_  
Mr. Michael Harman