

**SELINGROVE AREA SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF ASSISTANT SUPERINTENDENT**

THIS CONTRACT is made and entered this 11th day of May, 2020, by and between the Board of School Directors of the Selingsrove Area School District with offices located in Pennsylvania (hereinafter referred to as "District" or "Board" or "Board of School Directors") and Brian C. Parise (hereinafter referred to as "Assistant Superintendent").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 11th day of May, 2020, did appoint Brian C. Parise to the office of Assistant Superintendent, upon the nomination of the District Superintendent, in accordance with the provisions of Sections 508, 1076 and 1077 of the Commonwealth of Pennsylvania's Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term.

The Board, in consideration of the promises herein contained, has employed Brian C. Parise and Brian C. Parise hereby accepts said employment as Assistant Superintendent of the Selingsrove Area School District for a Three-year term commencing on July 11, 2020 and ending on June 30, 2023. ("Term")

This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or renewed automatically in accordance with Section 1077(b) of the Public School Code or this Contract.

2. Professional Qualifications.

The Assistant Superintendent confirms that he possesses all of the qualifications that are required by law to serve as an Assistant Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The Assistant Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public School Code.

3. Duties and Responsibilities.

- A. During the Term of this Contract the Assistant Superintendent agrees to perform the duties of the Assistant Superintendent to the best of his abilities, in a competent and professional manner and in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of Assistant Superintendent (attached and incorporated into this Contract as Appendix A), and the provisions of this Contract.
- B. The Assistant Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors as assigned by the District Superintendent and subject to the supervision of the District Superintendent.
- C. The Assistant Superintendent agrees to devote his time, attention, energies, skills and labor to his employment as Assistant Superintendent during the Term of this Contract provided, however, that he may undertake, and be compensated for, outside work, including consultative work, speaking engagements, writing, lecturing, adjunct teaching, or other professional services which do not materially interfere with the Assistant Superintendent's obligations pursuant to this Contract.
- D. The duties of the Assistant Superintendent require his participation in professional associations and presence at numerous meetings, conventions, and conferences in order to maintain awareness of current issues, programs and information. The Assistant Superintendent's attendance at seminars, workshops, in-service programs, school activities, and graduate education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities, including membership dues and fees in professional associations to be directly related to the Assistant Superintendent's duties and shall be paid for or reimbursed by the District in accordance with District policy and procedures.
- E. Performing all duties incident to the Office of the District Assistant Superintendent as set forth in the Public School Code of 1949, as amended, and such other duties as may be legally proscribed by the Board of School Directors.

4. Compensation and Benefits.

- A. The Assistant Superintendent's base salary shall be \$120,000 for the 2020-2021 school year, payable in equal installments in accordance with the policy of the District covering payment to other professional staff members.

- B. The annual base salary of the Assistant Superintendent for subsequent years will be as follows if the Assistant Superintendent's performance is rated as "Satisfactory" on his annual performance assessment for the prior school year in accordance with the provisions of this Agreement:
- a. 2021-2022 \$123,000
 - b. 2022-2023 \$126,000
- C. Additional discretionary increases based on the annual performance review of the Assistant Superintendent may be granted by the board. Any discretionary increases will be considered either one-time bonus payments or accruing payments onto the base salary as determined by the Board.
- D. The position is twelve (12) months less twelve (12) paid holidays. The Assistant Superintendent shall also be eligible for up to 9 approved days annually for work that was required to be completed evenings and weekends. These days can be used in ½ day increments with the approval of the Superintendent. These days do not carryover nor is there any option for compensation.
- E. The Assistant Superintendent shall receive 23 days of paid time off annually. If in the course of performance of the Assistant Superintendents professional duties and obligations related to the operation of the school district, the Assistant Superintendent is unable to take all of his annual allotment of days; up to 10 days may be carried over into the next school year. Vacation days shall be prorated in the event the Superintendent's contract is terminated for any reason without completing a full year of service.
- F. The Assistant Superintendent shall be credited with twelve (12) sick days each year. Unused days will accumulate. The Assistant Superintendent shall carry forward in this Contract and be credited on the first day of this Contract with all of his unused sick leave accrued during his employment with the District.
- G. The Assistant Superintendent, spouse, and eligible dependents shall be provided medical, dental and vision insurance coverage under the District's health plan. The coverage shall be the same or better than defined in the Act 93 Administrative Agreement. This benefit will continue until Medicare eligible at a cost to the employee described below, provided the Assistant Superintendent's retirement shall be a regular PSER's retirement. Should the Assistant Superintendent continue working elsewhere and be eligible for health insurance under another employer's plan, then the Assistant Superintendent shall forfeit this benefit.

2020-2021- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

2021-2022- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

2022-2023- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

- H. The District shall reimburse the Assistant Superintendent for business expenses related to the performance of his duties including the use of his/her personal car for business purposes at the rate approved by the Internal Revenue Service for business expense deductions during his employment under this agreement.
- I. During the term of this Agreement, the District shall pay the annual membership dues and fees for the Assistant Superintendent for three professional organizations.
- J. The Assistant Superintendent shall be provided, at District expense, the opportunity to attend and participate in appropriate professional meetings, conferences and/or training seminars at national, state, and local levels with prior approval of the Superintendent.
- K. The Assistant Superintendent shall be provided, at District expense, the opportunity to pursue continuing/graduate education courses or programs. Graduate credit reimbursement will be limited to 18 graduate credits per year. All courses must receive prior approval from the Superintendent. Reimbursement shall be at the Penn State University graduate credit rate upon proof of payment. If the course grade earned is less than a "C" or Pass, if offered pass/fail, the Assistant Superintendent shall have to repay the District for the tuition. If the Assistant Superintendent leaves the district for employment elsewhere, does not accept Board offer to renew contract, or is terminated for cause within one year after a reimbursement, he shall repay 100% of that reimbursement. There shall be no repayment if the board fails to offer a contract renewal, board terminates contract other than for cause, or Assistant Superintendent retires, dies or becomes legally disabled.
- L. If the Assistant Superintendent obtains a Doctorate degree, an additional \$2,000 will be added to his annual base salary. The Doctorate degree incentive will be a prorated increase during the first year the degree is obtained.
- M. Term Life insurance and accidental death or dismemberment shall be two (2) times Assistant Superintendents salary. Upon a regular PSERS retirement, such benefit shall continue until Assistant Superintendent is Medicare eligible,

unless Assistant Superintendent voluntarily terminates his employment prior to expiration of his employment contract without cause or if there is termination for cause. The District's only responsibility is the payment of the premiums. Under no circumstance shall the District become a self-insurer.

- N. The employer shall make an annual non-elective employer contribution to the employee's 403(b) in an amount equal to 2% of the annual salary during each year of service as Assistant Superintendent. The employee shall have no cash option.
- O. Upon separation of service with the District, the employee shall be reimbursed for unused vacation days and up to 12 of the annual unused sick days at the per diem rate at the time of separation (annual salary/240). The assistant superintendent shall also receive the severance as outlined in the SAEA agreement. Upon retirement or death, provided the last ten years of service have been in the Selinsgrove Area School District, the Board shall pay to said employee or designated beneficiary the sum of fifty dollars (\$50.00) for each year of service in the Selinsgrove Area School District up to thirty (30) years with the maximum amount paid not to exceed \$1,500. This amount shall be paid upon the death of the employee or upon the completion of the final years' service. This amount shall not be included as part of the gross paid to the employee during his/her final years' service but shall be handled as a separate item. When an employee, with at least 24.5 years of credited service with PSERS, notifies the District six months prior to his/her intent to retire date, the school district will make a payment of \$5,000 as an additional retirement bonus.
- P. The School District shall provide the Assistant Superintendent with a laptop computer to be utilized at his convenience at all times. In addition, the School District shall provide, at its sole cost and expense, a data phone with data and text plans to be utilized by Assistant Superintendent through the term of this Agreement. Upon the expiration of his employment, Assistant Superintendent shall return the phone and laptop to the School District.

5. Assessment of Performance.

- A. The Board, through the District Superintendent, shall evaluate in writing the performance of the Assistant Superintendent once a year during the Term of this Contract, no later than June 30th of each year, unless the parties mutually agree in writing on another date for the annual evaluation. The annual performance assessment shall be conducted in an executive session limited to members of the Board of School Directors, the Superintendent and the Assistant Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the Assistant Superintendent shall be utilized for the annual performance

assessment. The Board and Assistant Superintendent hereby agree to use the evaluation instrument and method attached hereto and incorporated by reference as Appendix B unless the Board and Assistant Superintendent mutually agree in writing to use a different evaluation instrument and method.

Each judgment by the Board shall be supported by rational and objective evidence. In the event the Board determines that the performance of the Assistant Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Assistant Superintendent. The Assistant Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Assistant Superintendent's response shall be totally private and in no manner become public knowledge or conversation, except as otherwise expressly required by state or federal law. The Assistant Superintendent's performance shall be deemed satisfactory in any year when a formal performance assessment is not completed in accordance with this Contract.

- B. The performance assessment shall be used for the following purposes:
1. To strengthen the working relationship among the Board, the Superintendent and the Assistant Superintendent and to clarify the responsibilities the District relies on the Assistant Superintendent to fulfill;
 2. To discuss and establish goals and/or objective performance standards for the ensuing year; and
 3. To establish the basis for possible increases in the Assistant Superintendent's salary.
- C. Performance Expectations, Including Objective Performance Standards.
The performance of the Assistant Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and Assistant Superintendent. The Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant Superintendent's 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 and Assistant Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix B and incorporated herein by reference, and which shall be reviewed and updated on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and Assistant Superintendent.
- D. The provisions of this Contract shall apply to and control the performance evaluation of the Assistant Superintendent and shall supersede and replace, to the extent there is any conflict or inconsistency, any and all District policies and past practices of the Board.

6. Investigations by the Board.

In the event that the Superintendent and/or the Board of School Directors directs that any investigation of the Assistant Superintendent's conduct or performance be undertaken, the Assistant Superintendent shall be 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 District shall be completed in private without any public disclosure of the commencement or progress of the same.

7. Professional Liability.

The Board agrees that it will defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Assistant Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. If, in the good faith opinion of the Assistant Superintendent, a conflict exists as regards the defense to such claims between the legal position of the Board and the legal position of the Assistant Superintendent, the Assistant Superintendent may engage separate counsel and the Board shall continue to indemnify the Assistant Superintendent and pay the full costs of the Assistant Superintendent's legal defense. This obligation shall survive the termination of this Contract.

8. Reappointment.

The Board shall notify the Assistant Superintendent in writing by personal service or certified mail, no later than ninety days prior to the expiration of the Term of this Contract, of the Board of School Directors' intent not to reappoint him. Should the Assistant Superintendent not be so notified, he shall be reappointed for a further term of one year and the terms and conditions of this Contract shall be incorporated into a successor Contract unless mutually agreed otherwise by the Board and the Assistant Superintendent.

9. Termination.

This Contract may be terminated prior to the end of the Term of this Contract as follows:

A. The Assistant Superintendent shall be subject to discharge and termination of this Contract for valid and just cause for the reasons specified in Section 1080 of the Public School Code. However, the District shall not arbitrarily or capriciously call for the Assistant Superintendent's dismissal and the Assistant Superintendent 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, the Assistant Superintendent 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 the Assistant Superintendent. The Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense. In addition, the Assistant Superintendent agrees to provide written notice to the Board at least sixty (60) days in advance of the 90 day notification requirement so that the matter can be listed on the Board agenda for action.

B. This Contract may be unilaterally terminated without penalty by the resignation of the Assistant Superintendent at any time provided the Assistant Superintendent gives the Board at least sixty (60) days' notice prior to the effective date of the resignation. If this Contract is terminated in this manner, the District shall immediately pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the effective date of his resignation and termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract.

C. This Contract may be terminated by the mutual consent, in writing, of the Assistant Superintendent and the Board. If this Contract is terminated in this manner, the District shall pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits provided for in this Contract and any additional amount mutually agreed upon by the Board and Assistant Superintendent, provided that such additional amount shall be in strict compliance with Section 1073(e)(3) of the Public School Code, 24 P.S. §10-1073(e)(3).

D. This Contract shall be terminated upon the death of the Assistant Superintendent, at which time, the District shall pay to the Assistant Superintendent's surviving spouse, or estate if no surviving spouse all of the aggregate compensation, salary, and benefits the Assistant Superintendent earned, accrued and/or is entitled to under this Contract through the date of the Assistant Superintendent's death.

10. Modification.

This Contract shall not be amended, changed or modified, except in writing approved of and signed by the Assistant Superintendent and approved of by the Board and signed by a duly authorized officer(s) of the Board.

11. Savings.

Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

12. Obligations.

This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Assistant Superintendent and, to the extent applicable, his personal representatives and heirs.

13. Statutory Reference.

All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.

14. Applicable Law.

This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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. This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

C. This Agreement contains all of the terms, promises and conditions negotiated by the parties; it is their only and complete and final Agreement; there are no other prior or contemporaneous oral or implied terms, promises or conditions; and neither the District nor the Superintendent are relying on any representations other than those which are expressly set forth in this Agreement.

D. This Agreement may be modified only by further written document executed by both parties and with reference to this Agreement.

E. This Agreement may be executed in one or more originals, and all such documents shall be treated as one and the same and an original.

17. Entire Agreement

This Agreement constitutes the full and complete understanding between the parties hereto. Any attempt to modify or amend this agreement shall be effective only upon the execution of written document by all parties hereto embodying such changes as have been agreed upon. Any prior written agreement, documents, contracts or writings of any kind between the parties are superseded by this Agreement. Neither party hereto has made nor relied upon any statement, representation or warranty not expressly set forth herein as an inducement to enter in to this Agreement.

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

SELINGSGROVE AREA SCHOOL DISTRICT

By: *Dennis R Wolfe*
President, Board of School Directors

6-30-2020
Date

ATTEST: *Fay D. Augustino*
Secretary, Board of School Directors

6-29-2020
Date

Brian C. Parise

By: *Brian C. Parise*
Brian C. Parise, Assistant Superintendent

7-1-2020
Date