

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

THIS CONTRACT is made and entered this 25th day of February, 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 Francis R. Jankowski, Ed.D., (hereinafter referred to as "District Superintendent" or "Superintendent").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 25th day of February 2020, did appoint to the office of District Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 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 Francis R. Jankowski and Francis R. Jankowski hereby accepts said employment as District Superintendent of the Selingsrove Area School District for a four-year term commencing on July 11, 2020 and ending on June 30, 2024. ("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 allowed to renew automatically in accordance with Section 1073(b) of the Public School Code or Paragraph 9 of this Contract.

2. Authority of District and District Superintendent.

The District, on its own behalf and on behalf of the electors of the District, and District Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him, respectively, by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power, rights, authority, duties and responsibilities limited by the express terms of this Contract.

3. Professional Qualifications.

The District Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the District Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The District 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.

4. Duties and Responsibilities.

- A. During the Term of this Contract the District Superintendent agrees to serve as Chief Administrator of the District and Executive Officer for the Board of School Directors, and to perform the duties of the District Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the District's Job Description for the position of District Superintendent, and the provisions of this Contract.
- B. The District Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. The District Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:
- Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
 - Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
 - Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the District.
 - Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future.
 - Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff.
 - Arranging for the systematic evaluation of District staff by responsible administrators and evaluating the district administrators.
 - Recommending the employment of, assigning, and supervising the work of all District employees. Recommending promotion, salary changes, demotion or discharge of any District employee rendering unsatisfactory service or the furlough or nonrenewal of staff based on need.
 - Establishing internal administrative operational procedures, rules and regulations relating to personnel, collective bargaining, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
 - Developing effective staff development programs that are linked to the District's comprehensive plan and the Board of School Directors' goals for the District.
 - Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees as appropriate and receiving from employees' communication to be made to the Board of School Directors.

- Ensuring that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and making recommendations to the Board for the improvement of curriculum.
- Recommending to the Board of School Directors any major changes in instructional materials and time schedules to be used in District schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget.
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- Serving as the official spokesperson for the District in providing information to the Board, District employees, the community and other outside groups/agencies on matters affecting the operation of the District.
- Maintaining, directly or through delegation, adequate records for the District, including a system of financial accounts, business and property records, personnel, school population and scholastic records which are required by law and Board policy.
- Interpreting and/or supervising the implementation of all federal and state laws relevant to education.
- Providing overall District leadership including comprehensive planning and developing teamwork and motivation of staff.
- Performing all duties incident to the Office of District 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.
- Each year, the Superintendent shall submit to the Board of School Directors a concise report on: a) data and critical events of the preceding year; b) current operations; and c) suggested goals for the coming year.

- C. The District Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The District Superintendent and/or his designee shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to the District Superintendent's own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board and its members individually shall promptly refer all criticisms, complaints and suggestions called to its attention to the District Superintendent for study, disposition, or recommendation as appropriate.
- D. The District Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individual Board members in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board policy or directed by the Board.
- E. The District Superintendent agrees to devote his full time attention, energies, skills and labor to his employment as District 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, or other professional services which do not interfere with the District Superintendent's obligations pursuant to this Contract, provided the Board is informed of such outside activities.

5. Compensation and Benefits.

- A. As compensation for services rendered by the District Superintendent under this Agreement, the Superintendent shall receive an annual base salary of \$142,000 beginning July 11, 2020 for the school year 2020-2021 school year; payable in equal installments in accordance with the policy of the District covering payment to other professional staff members. On July 1, 2021 and on July 1st of every subsequent year of this Contract, the District Superintendent shall receive an increase of three percent (3%) in base salary. Each increase shall be added to and become part of his annual base salary.
- B. Additional discretionary increases based on the annual performance review of the 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.
- C. The position is twelve (12) months less twelve (12) paid holidays. The 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 approval of the Board President. These days do not carry over nor is there any option for compensation.
- D. The Superintendent shall receive 23 days of paid time off annually, which shall be credited in full on July 11, 2020 and on July 1st of each subsequent year of this contract. If in the course of performance of the District Superintendent's professional duties and obligations related to the operation of the school district, the 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. For any unused days that remain after the first 10 unused days are carried over, the District shall pay the District Superintendent for these days at his per diem rate (annual salary/240)

as a non-elective contribution to the District Superintendent's Section 403(b) account. This non-elective 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 District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted. Vacation days shall be prorated in the event the Superintendent's contract is terminated for any reason without completing a full year of service.

- E. The District 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, including such leave transferred from previous employment. The Superintendent shall be credited in full on July 11, 2020 and on July 1st of each subsequent year of this Contract with twelve (12) sick days each year. Unused days will accumulate from year to year without limit. The District shall pay the District Superintendent for 12 days of unused days of sick leave at the time this Contract is terminated for any reason, whether voluntarily or involuntarily, at which time the District shall pay the District Superintendent for unused sick leave at his per diem rate for each day of unused sick leave.
- F. The District Superintendent shall be entitled to up to five (5) days of bereavement leave, with full pay, because of a death in the District Superintendent's immediate family. "Immediate family" is defined as father, mother, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, parent-in-law, stepparent, step-child, grandparent, grandchild, someone residing in the same household or any person with whom the District Superintendent lives. The District Superintendent shall be entitled to one (1) day of bereavement leave, with full pay, because of a death of a "near relative". "Near relative" is defined as a cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law of the District Superintendent or his spouse. The District Superintendent may also use his days of sick leave to care for members of his "immediate family" as that term is defined in the "Bereavement Leave" above. Sick days used for members of his "immediate family" will be deducted from his allocated sick leave in the same manner as those used for his own illness.
- G. The Superintendent, spouse, and eligible dependents shall be provided medical, dental, and vision insurance coverage under the District's health plan at the 2020-2021 PPO/HMO rate of for the \$250 Plan at 9% Premium Share of coverage selected by employee for the entire term of this Contract. The coverage shall be the same or better than defined in the Act 93 administrative agreement. This benefit will continue until Medicare eligible, provided the Superintendent's retirement shall be a regular PSERS retirement. Should the Superintendent continue working elsewhere and be eligible for health insurance under another employer's plan, then the Superintendent shall forfeit this benefit.
- H. The District shall reimburse the Superintendent for business expenses related to the performance of his duties including the use of his 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 Superintendent for at least three professional organizations and one local civic organization of the Superintendents choosing with prior approval of the Board President.
- J. The 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 Board President.
- K. The 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 for the life of the Superintendency. 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 Superintendent shall have to repay the District for the tuition. If the 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 Superintendent retires, dies or becomes legally disabled.
- L. Term life insurance and accidental death or dismemberment shall be three (3) times Superintendent's salary. Such benefit shall continue until Superintendent is Medicare eligible, unless Superintendent voluntarily terminates his employment prior to expiration of his employment contract without cause or if there is termination for cause. Said insurances shall be subject to the operating guidelines of the insurance provider. The District's only responsibility is the payment of the premiums. Under no circumstance shall the District become a self-insurer.
- M. The employer shall make an annual non-elective employer contribution to the employee's 403(b) in an amount equal to 4% of the annual salary. The employee shall have no cash option.
- N. Upon separation of service with the District, the superintendent shall be reimbursed for all 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). These payments shall be made into the District Superintendent's Section 403(b) account. This non-elective 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 District shall cause to be contributed as a non-elective contribution to one or more tax-deferred accounts in an amount up to and equal to the established limits for such contributions in each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted. 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.

- O. The School District shall provide 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 Superintendent through the term of this Agreement. Upon the expiration of his employment, Superintendent shall return the phone and laptop to the School District. The District acknowledges that from time to time the District Superintendent may use the laptop computer and/or the phone for personal use and this use will not be deemed a violation of District policy or a violation of the District Superintendent's duties under this Contract.

P. Other Benefits

The District Superintendent shall be entitled to any and all benefits required by the Public School Code to be paid for or provided.

So long as such benefits and incentives are not duplicative of those specifically set forth in this Contract, the District Superintendent shall be entitled to any and all benefits and incentives provided to other District staff, administrators or other employees, including, but not limited to, all retirement benefits and incentives specified in the District's administrative compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164) or any plan offered to any other employee of the District, even though such benefits are not enumerated in this Contract. Any increase or improvement in benefits and incentives extended to School District employees during the term of this Agreement will also be extended to District Superintendent and become part of this Agreement. Any decrease or reduction in benefits or incentives to School District employees that effect this Agreement will not reduce the benefits and incentives provided to the District Superintendent during the term of this Agreement but may be discussed upon any Agreement renewal. Nothing contained herein shall preclude the School District from providing additional benefits and incentives to the District Superintendent as may be agreed to by the parties.

6. Assessment of Performance.

- A. The Board shall evaluate, in writing, the performance of District Superintendent at least once a year during the term of this Contract, no later than August 15th 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 and the District Superintendent. An evaluation instrument and method mutually agreed upon in writing by the Board and the District Superintendent shall be utilized for the annual performance assessment. Provided, however, that any evaluation instrument and method selected shall require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation. If the Board consensus determines that the performance of the District 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 District Superintendent. The District Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the District Superintendent'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. The District Superintendent's performance shall be deemed satisfactory and the District Superintendent 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 Contract.

B. The performance assessment shall be used for the following purposes:

1. To strengthen the working relationship between the Board and the District Superintendent and to clarify for the District Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the District 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 incremental adjustments in the annual salary rate for the District Superintendent.

C. Performance Expectations, Including Objective Performance Standards.

The performance of the District Superintendent shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board and the District 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 District Superintendent's annual performance assessment and whether or not the District Superintendent met the agreed upon objective performance standards. No other information regarding the District 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 District Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix A 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 District Superintendent.

7. Investigations by the Board.

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

8. Professional Liability.

The Board agrees that it will defend, hold harmless and indemnify the District Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the District Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while District Superintendent was acting, or reasonably believed he was acting, within the scope of his employment. If, in the good faith opinion of the District Superintendent, a conflict exists as regards the defense to such claims between the legal position of the Board and the legal position of the District Superintendent, the District Superintendent may

engage separate counsel and the Board shall continue to indemnify the District Superintendent and pay the full costs of the District Superintendent's legal defense. This obligation shall survive the termination of this Contract.

9. Reappointment.

The Board shall provide the District Superintendent with periodic opportunities to discuss the District Superintendent-Board relationship and shall inform him in writing at least annually of any inadequacies perceived by the Board. If, at any time, the Board of School Directors decides that it does not desire to renew the contract of the District Superintendent for another term, the Board shall notify the District Superintendent in writing by certified mail, no later than ninety (90) days prior to the expiration of the Contract term, of the Board of School Directors' intent not to reappoint him. Should the District Superintendent not be so notified, he shall be reappointed at the next regular business Board meeting for a 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 District Superintendent. In addition, the 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.

10. Termination.

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

- A. The District 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 Board shall not arbitrarily or capriciously call for the District Superintendent's dismissal and the District 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 District 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 District Superintendent. The District Superintendent shall have the right to be represented by counsel at his sole cost and expense.
- B. This Contract may be unilaterally terminated without penalty by the resignation of the District Superintendent at any time; provided the District 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 District Superintendent all of the aggregate compensation, salary, and benefits including, but not limited to, insurance premiums and coverages and payment for unused leave, the District 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 District Superintendent and the Board. If this Contract is terminated in this manner, the District shall immediately pay and provide to the District Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and

coverages and payment for unused leave, the District 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. Additionally, the Board shall not negatively evaluate or provide any negative job reference or information regarding the District Superintendent's work performance, unless otherwise expressly required by state or federal law.

- D. This Contract shall be terminated upon the death of the District Superintendent, at which time, the District shall pay to the District Superintendent's estate and/or heirs all of the aggregate compensation, salary, and benefits the District Superintendent earned, accrued and/or is entitled to under this Contract through the date of the District Superintendent's death.

11. Modification.

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

12. 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.

13. 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 District Superintendent and, to the extent applicable, his personal representatives and heirs.

14. 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.

15. Applicable Law.

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

16. 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.

Selinsgrove Area School District:

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

Feb. 25, 2020
Date

ATTEST: Larry D. Augustine
Secretary, Board of School Directors

2/25/2020
Date

Francis R. Jankowski, Ed.D.:

By: Francis R. Jankowski
Francis R. Jankowski,
District Superintendent

2/25/20
Date