

**SELINGROVE AREA SCHOOL DISTRICT**

**EMPLOYMENT AGREEMENT: SUPERINTENDENT**

THIS AGREEMENT, dated 17 day of November, 2003, between the SELINGROVE AREA SCHOOL DISTRICT, of Selingsrove, Snyder County, Pennsylvania, (hereafter referred to as the "Employer") and **FREDERICK C. JOHNSON, Ed. D.**, of 118 Tenth Avenue, Selingsrove, Pennsylvania 17870, (hereafter referred to as the "Employee").

**WITNESSETH:**

WHEREAS, the Board of School Directors of the Employer desires to employ the Employee in the position of District Superintendent and the Employee desires to accept such employment upon the terms and conditions hereinafter set forth and in accordance with the applicable provision of the Public School Code of 1949 (hereinafter referred to as the "School Code") and the laws of Pennsylvania and the rules and regulations adopted thereunder by the Board of School Directors of the Employer.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The Employer hereby employs the Employee and the Employee hereby accepts as employment as District Superintendent.
2. The term of employment shall commence **January 1, 2004**, and terminate **December 31, 2008**, provided, however, that failure to comply with the provision of Section 1073 of the School Code, which requires positive action by the Board of School Directors to notify the Employee of its intent to retain or not retain the Employee for a further term of office at least 90 **calendar**

days before the expiration of this Agreement, will result in an automatic extension of this agreement.

3. As compensation for services rendered by the Employee under this Agreement, the Employee shall receive a **minimum** annual base salary of \$105,355.00 (3.9%) for the calendar year 2004 to be apportioned on a pro rata basis payable in equal installments in accordance with the policy of the Employer covering payment to other professional staff members. **Beginning on January 1, 2005, and continuing on each successive January 1 during the duration of this contract, the Employee shall receive a minimum base salary raise equivalent to .25% (.0025) greater than the highest base increase of any Act 93 administrator as per the Act 93 Agreement, excluding bonuses, position changes, and level moves, to be apportioned on a pro rata basis payable in equal installments in accordance with the policy of the Employer covering payment to other professional staff members. The Employee will be evaluated annually no later than November of each year using a mutually agreed upon evaluation system. Employee at the end of each contract year, with a satisfactory evaluation or the failure to be evaluated by the majority of the Board of School Directors, shall receive beginning January 1 of each subsequent year an increase as stipulated above.**
4. Also to be considered as **part of the Employee's total annual formal salary** for services rendered by the Employee under this agreement, the Employer shall provide annual reimbursements of \$3105.00 in 2004; \$3855.00 in 2005; \$4660.00 in 2006; \$5530.00 in 2007; and \$6460.00 in 2008, which may be

used by the Employee for health and dental related expenses, to be apportioned on a pro rata basis payable in equal installments in accordance with the policy of the Employer covering payment for other professional staff members. The Employee waives all insurance benefits rights for health and dental coverage provided by the Employer to other employees. **Such benefit shall continue until Employee is age 66, whether Employee is active, inactive, or retired unless Employee voluntarily terminates his employment prior to expiration of his employment contract without cause of a necessitous and compelling nature. Said increases in this section are automatically guaranteed throughout the duration of this contract.**

5. The Employee agrees to perform faithfully the duties of District Superintendent in accordance with the provision of the School Code and rules, regulations, and directions of the Board of School Directors of the Employer. The Employee may take part in non-job related activities such as speaking, consulting, writing, and teaching provided these activities do not conflict with the performance of his duties or Board policy.
6. The Employee shall be charged with the administration of the schools under the direction of the Board of School Directors. Employee shall be the Chief Executive Officer of the District and, as such, shall be responsible for:
  - a) Serving as the Chief Executive Officer of the Board of Education under the direction and authority of the Board of School Directors.
  - b) 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.

- c) 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.
- d) Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the school district.
- e) 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.
- f) Directing the daily operation of the district schools by organizing, supervising, and coordinating the school district staff.
- g) Arranging for the systematic evaluation of staff by responsible administrators.
- h) Recommending the employment, promotion, salary changes, demotion, or discharge of any employee.
- i) Assigning and supervising the work of all employees.
- j) 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 operations.
- k) Developing effective staff development programs that are linked to the strategic plan and Board of School Director's goals for the District.
- l) Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees and receives from employees communication to be made to the Board of School Directors.
- m) Providing that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities, and other supplemental programs deemed necessary.
- n) Overseeing a timely review of all curricular areas required by law, as well as other subjects the Board of Education may require, and make recommendations to the Board of School Directors for the improvement of curriculum.

- o) Recommending to the Board of School Directors any major changes in textbooks to be used in the schools and building schedules.
  - p) Providing for appropriate methods of teaching, supervision, and administration in the schools, as he deems necessary, and reporting to the Board of Education any insufficiencies that are found.
  - q) 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.
  - r) Establishing and maintaining efficient procedures and effective controls for all expenditures of school funds in accordance with the adopted budget.
  - s) 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.
  - t) Serving as the official spokesperson for the District in providing information to the Board of Education, District employees, the community, and other outside groups/agencies on matters affecting the operation of the school district.
  - u) Maintaining directly or through delegation adequate records for the schools, including a system of financial accounts, business and property records, personnel, school population, and scholastic records which are required by law and Board Policy.
  - v) Supervising and implementing all Federal and State laws relevant to education.
  - w) Performing other duties as deemed necessary and appropriate under the direction of the Board of School Directors.
7. The Employee shall furnish to the Employer a proof of eligibility in accordance with the provision of Section 1003 of the School Code and the laws of Pennsylvania.

8. The Employer shall reimburse the Employee for 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.
9. **The work year shall be established at 220 days with 20 days of vacation annually.** The Employee shall be entitled to twenty (20) paid vacation days annually, exclusive of legal holidays; no more than ten (10) vacation days shall be used when school is in session. Employee shall notify the Board President before going on vacation. Vacation days shall not accumulate, but the Employer shall reimburse the Employee, on a pro rata (1/220<sup>th</sup>) daily basis for unused vacation days if, in the course of performance of the Employee's professional duties and obligations related to the operation of the school district, the Employee is unable to take all of his annual allotment of vacation days. **Such reimbursement shall be considered part of the Employee's total formal salary.**
10. **The Employer shall reimburse the employee, on a pro rata (1/220<sup>th</sup>) daily basis for any work days beyond the required contract of 220 minimum work days in the course of the Employee's professional duties and obligations related to the operation of the school district up to a maximum of twenty (20) days.**
11. The Employee shall receive basic fringe benefits equal to or exceeding the basic benefits agreed to and awarded to the Selinsgrove Area Education Association (SAEA) and **the Act 93 Administration Compensation Plan,** with the following modifications:

- a) Life insurance and accidental death or dismemberment shall be two (2) times Employee's salary. **Such benefit shall continue until Employee is Age 66, whether active, inactive, or retired unless Employee voluntarily terminates his employment prior to expiration of his employment contract without cause of a necessitous and compelling nature.**
- b) Sick days shall accumulate, and the Employee shall be credited with twelve (12) days each year. The Employee may bring with him fifty (50) days of sick leave.
- c) **Severance - The Employer shall make a non-elective employer contribution to the Employee's 403(b) plan in an amount equal to the total amount of his accumulated sick leave days multiplied by his current per diem (1/220). Such benefit shall be made at the time of the Employee's retirement, departure, or death. The Employee is entitled to a minimum of fifty (50) days of severance pay, even if the total amount of accumulate sick leave days drops below fifty (50) accumulated days of sick leave. If the total amount of severance is above IRS thresholds, the remaining Employer contributions shall be made in subsequent years until such time that the total amount of Employer contributions have been made. The Employee shall have no cash option.**
- Notwithstanding the foregoing, the Employee shall be eligible for a limited severance benefit in the event that he voluntarily**

**terminates his employment prior to expiration of this employment contract. Such benefit shall be limited to twenty (20) per cent of the total value of the severance if the employee voluntarily terminates his employment after the first year of the contract; forty (40) per cent of the total value after the second year; sixty (60) per cent of the total value after the third year; eighty (80) percent after the fourth year; and, the Employee shall be vested with one-hundred (100) of the total value of severance pay at the completion of this contract, continuing with any subsequent contracts with the Selinsgrove Area School District.**

- d) The Employee shall receive one (1) additional personal leave day (3 total).**
- e) The Employee may use up to five (5) of his accumulated sick leave days for family illness.**
- f) Employee agrees to have a comprehensive medical examination not less than once every two years and not more than once a year; that a statement certifying of the Employee shall be filed with the clerk or secretary of the Board of education and treated as confidential information by the Board; and, the cost of said medical report to be borne by the Employer.**
- g) In the event of a work stoppage, or lack of the existence of an agreement between the Employer and the Selinsgrove Area Education Association, all fringe benefits will continue in force.**

- h) During the term of this Agreement, the Employer shall pay all annual membership dues for the Employee to the following organization(s):
  - (1) Pennsylvania Association of School Administrators, (2) the Association for Supervision and Curriculum Development **or Phi Delta Kappa**, (3) the American Association of School Administrators, and (4) **one local civic organization**.
- i) The Employee shall be provided, at Employer expense, the opportunity to attend and participate in appropriate professional meetings and/or training seminars at national, state, and local levels with prior approval of the Board of School Directors.
- j) The Employer, upon request of the Employee, shall withhold from his salary and transfer such sums, as he shall designate to a tax-sheltered annuity program of his choosing.

12. The Employee may at his discretion, subject to approval of the Employer's Board of School Directors, organize, reorganize, and arrange the Employer's organization and staff, and select, place, and transfer the personnel of the Employer, in a manner which in his judgment is most advantageous and beneficial to the Employer.

13. It is the intention of the parties hereto that the terms and conditions of this Agreement shall be consistent and in full compliance with the School Code and the laws of Pennsylvania and that this Agreement shall be construed accordingly. If any provision of this Agreement is determined by any court to be invalid or inconsistent with the law, it is the intention of the parties hereto

that all valid provisions which are severable from the invalid provisions shall remain in effect and that this Agreement shall continue to be effective to the full extent that is consistent with the law.

14. The Board and each member will refer promptly all criticisms, complaints, and suggestions called to their attention to the Employee for study and recommendation.
15. The parties hereto shall fulfill all aspects of this Agreement; provided, however, that any exception hereto shall only become effective by virtue of mutual written consent of the parties hereto.
16. Throughout the term of this contract, the Employee shall be subject to discharge for valid and just cause for the reasons specified in the Public School Code of the Commonwealth of Pennsylvania. The Employer shall not arbitrarily or capriciously call for his dismissal, and the Employee shall in any event have the right to written charges, notice of hearing, and 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 of School Directors, the Employee shall have the right to be present and to be heard, to be represented by counsel, and to present through witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board of School Directors shall be made available without charge to the Employee in the event an appeal is taken by the Employee from any action taken by the Board of School Directors. Employee shall have the right to be represented by counsel at his sole cost and expenses. Provided, however,

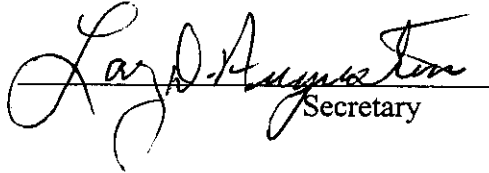
should the Employee prevail in any hearing or appeal, the Board of School Directors shall reimburse him for all legal fees incurred in any action. The Employee may resign at any time provided he gives the Board of School Directors at least 90 days notice prior to the effective date of the resignation.

17. The Employer agrees that it will defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions, and legal proceedings brought against Employee in his individual capacity or in his official capacity as agent and employee of the Board of School Directors, provided the incident arose while Employee was acting within the scope of his employment and as such liability coverage is within the authority of the Employer to provide under state law.
18. The Employer shall provide Employee with periodic opportunities to discuss Employee-Employer relationships and shall inform him at least annually of any inadequacies perceived by the Employer.
19. Employee agrees to maintain his principle residence in the School District during the term of his contract of employment.
20. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
21. This Agreement contains the entire agreement between the parties hereto except as otherwise stated herein and supersedes all other agreements and representations, written or oral, on the subject matter hereof, and shall be binding on the successors, assigns and legal representatives of the parties hereto.

IN WITNESSETH WHEREOF, the parties hereto have executed the Agreement  
the date hereinabove written.

ATTEST:

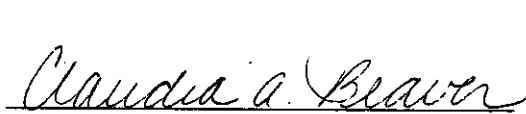
SELINGROVE AREA SCHOOL  
DISTRICT, Employer

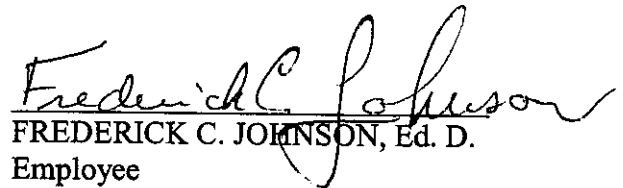
  
Secretary

BY:   
President, Board of School  
Directors

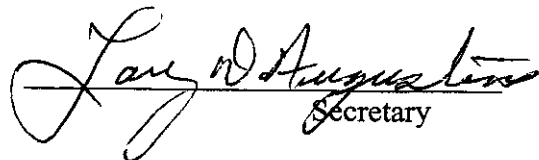
(SEAL)

WITNESS:

  
Claudia A. Beaver

  
FREDERICK C. JOHNSON, Ed. D.  
Employee

Authorized by resolution of the Board of School Directors of Selingsrove  
Area School District, Snyder County, Pennsylvania, at its meetings on  
November 17, 2003 by a majority vote of all members thereof in  
accordance with section 1071 of the School Code.

  
Secretary