

EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS
MANCELONA PUBLIC SCHOOLS

THIS CONTRACT, entered into this 12th day of May, 2020, between the Board of Education, hereinafter called the "Board" and Jeffery DiRosa, hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ Jeffery DiRosa as Superintendent of its schools for the term of 4 years, from July 1, 2020 to and including June 30, 2024.

The Board shall review this contract with the Superintendent annually, and shall, on or before May 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year as long the superintendent has received a rating of effective or highly effective on the most recent evaluation.

The superintendent is required to remind the Board president in writing 30 days in advance of this timeline. If the Superintendent does not timely notify the Board President, the contract shall not be deemed extended due to Board inaction.

3. EVALUATION

The Board shall evaluate the Superintendent annually or if the Superintendent is rated highly effective and maintains that rating, every other year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. The tool and process must satisfy applicable State law.

4. TENURE

The Superintendent shall not acquire tenure in the capacity of Superintendent or any other administrative or non-classroom capacity to which he is assigned pursuant to this or any other contract of employment with the District. If applicable, Superintendent retains classroom teacher tenure that he may have acquired.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope and course of his employment and excluding criminal litigations and misconduct. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH/PROFESSIONAL DUES

The Superintendent shall be permitted to attend, with his reasonable expenses paid by the Board of Education, professional conventions, meetings and conferences of a type uniformly attended by persons holding similar positions in other school districts. The Superintendent agrees to notify the president of the Board, in advance, of his intention to participate in any such functions, and understands that his right to attend the same are at all times subject to the approval of the Board. The Board agrees to pay the cost of National, State and local association dues.

7. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided other administrative employees. Health benefits are subject to state law, i.e., 2011 PA 152
- Term life insurance in the amount of \$160,000.
- Sick days: Beginning bank of 25 days. Bank remains until annual days reach 25, then increase by 12 per year. To be accumulated up to 150 days.
- Long Term Disability: The Superintendent will utilize available unused sick leave and the Board will provide the balance of days for the Superintendent to qualify for long-term disability.

- 28 vacation days per year. These shall be in addition to the holidays recognized by the District.
- 2 personal days per year.
- 4 days of bereavement leave not to be deducted from sick leave.

8. COMPENSATION

The Board agrees to pay the Superintendent for his/her services during each year of said contract in 26 equal installments. Compensation for this service as district Superintendent shall so include the aforementioned components, provided Superintendent is rated Effective or Highly Effective in the year preceding the effective date of the increase:

- A. Base compensation for 2020-2021 shall be \$130,324
- B. Base compensation for 2021-2022 shall be determined by the Board by April 30, 2021
- C. Base compensation for 2022-2023 shall be determined by the Board by April 30, 2022
- D. Base compensation for 2023-24 will be determined by the Board by April 30, 2023
- E. In addition to salary listed above, the Board will contribute an amount equal to the superintendents' contribution, not to exceed 8% of the base compensation will be the annual employer contribution into the 403(b) or 457 of his choosing payable in twelve monthly payments.
- F. Longevity Payment

9. TRANSPORTATION

10. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

An education allowance with a fifty percent (50%) tuition reimbursement is available to the Superintendent.

12. PAYMENT IN LIEU OF HEALTH INSURANCE

In the event the Superintendent elects not to receive health insurance, he/she shall receive additional compensation equal to the single subscriber rate of insurance to be placed in a 403(b)(7) of his/her

choosing and MESSA Pak B. If health insurance is received, it will be equal to the package offered to other administrators in the District. If cost containment is negotiated with the Association regarding MESSA Pak A or if another package is negotiated, the superintendent will accept same.

13. PAYMENT FOR UNUSED VACATION

The Superintendent shall be paid on a per diem basis for unused vacation days. No more than 12 days will be paid per year without prior Board approval. Payment is to be made with the last pay in June.

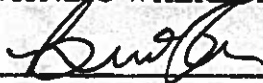
14. RETIREMENT OF CENTRAL OFFICE PERSONNEL

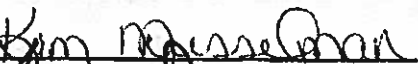
Pay for unused sick days and acknowledgment pay as set forth in the Board approved guideline for retirement of central office personnel.

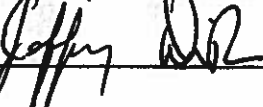
15. ENTIRE AGREEMENT

This is the entire agreement of the parties. There are no other or different agreements, promises or understandings, oral or written. No individual Board member has authority to modify this agreement. This agreement may be modified only in writing, and any modification must be signed by the Superintendent and Board President, after being approved at an open meeting. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By , Board President

By , Board Secretary

By , Superintendent