GREENSBURG SALEM SCHOOL DISTRICT SUPERINTENDENT CONTRACT

THIS AGREEMENT, made and entered into this 13th day of April, 2022, by and between the BOARD OF SCHOOL DIRECTORS OF THE GREENSBURG SALEM SCHOOL DISTRICT (hereinafter referred to as "School District"),

A N D

DR. KENNETH A. BISSELL (hereinafter referred to as "Superintendent").

PREAMBLE

WHEREAS, the Board of School Directors of the Greensburg Salem School District at a meeting of said Board duly and properly called on the 13th day of April, 2022, did vote to appoint Dr. Kenneth A. Bissell to the office of Superintendent with the Greensburg Salem School District; and

WHEREAS, the School District did elect and appoint Dr. Kenneth A. Bissell to the position of Superintendent of the Greensburg Salem School District in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §1-101, et. seq.) for a Term and Commission commencing April 13, 2022 and terminating June 30, 2026 unless automatically renewed under Paragraph 2.1, herein; and

WHEREAS, the parties have agreed upon certain terms and conditions of employment and desire to reduce said terms and conditions in writing.

NOW THEREFORE, the parties intending to be legally bound and in consideration of the mutual covenants contained herein do hereby agree as follows:

ARTICLE I. TERM

1.0 Term. The School District does hereby elect Dr. Kenneth A. Bissell as Superintendent for a term commencing on April 13, 2022 and terminating June 30, 2026 (hereinafter "the Term"). The effective date of this contract is April 13, 2022.

ARTICLE II. RENEWAL/TERMINATION

- 2.0 Renewal of Extension. This Contract shall terminate immediately upon the expiration of the aforesaid term. In the event the Board elects not to renew the Contract, notice of non-renewal shall be given to the Superintendent by June 1, 2026 or pursuant to Section 1073 of the Public School Code, whichever date is earlier. If the Board fails to provide notice that it does not wish to renew the Contract within the time frame provided in Section 1073 of the Public School Code, then this Contract shall renew automatically for a term of one (1) year.
- Agreement and dismiss the Superintendent for any of the causes set forth in the Public School Code of 1949, as amended (24 P.S. §10-1080). In the event that the School Code is amended, or similar legislation passed, that would conflict with the following provisions, then the amendment or similar act shall prevail over such inconsistency. The Board shall not arbitrarily or capriciously call for Superintendent's dismissal, and the Superintendent shall in any event have the right to written charges, notice of hearing, fair and impartial hearing, all required due process, and the right to appeal to a court of competent jurisdiction. At any such hearing before the Board, the Superintendent shall have the right to be

present and to be heard, to be represented by counsel, and to present witnesses and testimony relevant to the issue. A transcript of the record of proceedings before the Board shall be made available without charge to the Superintendent in the event an appeal is taken by the Superintendent from any action taken by the Board. Superintendent shall have the right to be represented by counsel at his sole cost and expense. In the event that the Superintendent's Contract is terminated for cause, the Superintendent shall only be entitled to any pay and benefits that have accrued through the date of separation.

- 2.2 Termination by Superintendent. The Superintendent may resign at any time, for any reason or cause, provided he gives the Board ninety (90) days written notice prior to the effective date of the resignation. The Superintendent shall be compensated for each day worked at a daily rate in an amount calculated per day at his actual base salary for that year being paid to him at the time the Board receives his written resignation. No additional pay or benefits shall be paid or accrued after the date of separation. In all events, Superintendent shall provide the Board with as much notice as reasonably possible of his intent to terminate this Agreement and shall work with the District to assure a smooth transition to a new Superintendent.
- 2.3 Mutual Termination. In the event this Contract is terminated by mutual consent, in writing, prior to the end of the Term, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent other than the severance agreement negotiated in accordance with paragraph 2.4, below. The Superintendent and the Board shall execute a mutual release that

releases each party, their respective agents, servants, or employees from any and all liabilities or claims by the other provided that the parties have agreed upon all other terms and conditions of the termination by mutual consent, in writing.

- 2.4 Severance Options. If the Board and the Superintendent agree to a severance of the Superintendent's employment prior to the expiration of the term of this Contract, the Board shall pay the Superintendent in accordance with the following:
 - 1. If the severance takes effect two (2) years or more prior to the end of the specified Contract term, the Superintendent will receive a severance not to exceed a liquidated amount equivalent to one (1) year's base salary and personal days and unused vacation days which have not previously been converted to sick leave pursuant to Section 6.0 hereof, less ordinary payroll taxes, otherwise due under the Contract.
 - 2. If the severance takes effect less than two (2) years prior the end of the specified Contract term, a severance not to exceed a liquidated amount equivalent to one-half (½) of one-year's base salary and personal days and unused vacation days which have not previously been converted to sick leave pursuant to Section 6.0 hereof, otherwise due under this Contract, less ordinary payroll taxes, otherwise due under the Contract.

- In the event of such a severance, any cash sums would be paid no later than sixty (60) days after the date of execution of an appropriate mutual release of all claims by each party; insurance coverages would continue in place for the respective periods recited in (i) and (ii) above.
- 4. The provisions of this subsection will not apply if the Superintendent is terminated for cause, or if the Superintendent himself terminates this Contract.
- Disability. In the event the Superintendent becomes unable to perform his 2.5 duties by reason of illness, accident or other cause beyond his control, and said disability continues for a period of more than six (6) calendar months beyond all sick or other usable leave to which the Superintendent is entitled under this Contract otherwise, including sabbatical leaves of absence, the District may, at its discretion, request a health examination by a licensed physician of the District's choosing. If the consulting physician determines that the disability is permanent and irreparable and renders the Superintendent unable to perform the essential functions of his job with or without reasonable accommodation, the District may, at its option, terminate this Contract, whereupon the respective duties, rights, and obligations contained herein shall terminate, except that life and health insurance benefits under this Contract, or at least substantially equivalent life and health insurance benefits, shall continue for one year after the termination of this Contract or until such time as he becomes gainfully employed and becomes eligible for comparable health and life insurance benefits by virtue

of that employment. In addition, the District shall continue to indemnify the Superintendent in accordance with this Contract and the District shall pay the Superintendent for his unused vacation, personal and sick leave in accordance with this Contract. Notwithstanding any other provision of this Contract, the District and Superintendent agree that is the express intention of the parties that the Superintendent has not waived or in any way impaired his rights, nor will the District unlawfully discriminate against the Superintendent or violate his rights, under the Americans with Disabilities Act, the Family Medical Leave Act, the Pennsylvania Human Relations Act, or any other applicable state or federal law.

2.6 Contract Year. All references in this Agreement to "Contract Year" shall remain the period of time from July 1 to June 30 for every year except 2022/2023.

ARTICLE III. DUTIES

- 3.0 Legal Qualifications. The Superintendent covenants that he possesses all of the qualifications that are required by law to serve as a District Superintendent. The Superintendent agrees to maintain throughout the term of this Agreement a valid and current commission or other legal credentials as may be required by law and to present the same to the Board of School Directors. The Superintendent further agrees to subscribe to and take proper oath of office before entering upon his duties.
- 3.1 Chief School Administrator. During the term of this Agreement, the Superintendent shall serve as the Chief Administrator of the School District, and to perform the duties of a District Superintendent in a competent and professional manner.

- 3.2 Duties. The Superintendent shall, subject to the supervision and authority of the School Board and its successors, perform those duties as set forth in the Public School Code of 1949, as amended, the District's Board Policy as the same may be amended from time to time, and such other duties and responsibilities as may be assigned to the Superintendent from time to time by the Board of School Directors, all in accordance with the laws of the Commonwealth of Pennsylvania. The Superintendent's job description is as follows:
 - Serving as the Chief Administrative Officer of the Board under the direction and authority of the Board.
 - Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board with the responsibility for the execution of the programs and policies once Board approval is received.
 - Assisting the Board in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
 - Keeping the Board 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 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. In the event specific employee issues come before the Board, all Board directives shall be followed.
 - Arranging for the systematic evaluation of staff by responsible administrators.

- Recommending the employment of, assigning and supervising the work of all employees.
 Recommending promotion, salary changes, demotion or discharge of employees. Final approval of the aforementioned matters shall be made in consultation with the Board with the final approval to be made by the Board.
- 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. All of the aforementioned issues are subject to the approval by the Board.
- Developing effective staff development programs that are linked to the strategic plan and Board goals for the District.
- Communicating directing or through delegation, all personnel actions by the Board to all employees and receiving from employees, communication to be made to the Board.
- 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 required or recommended by the Department of Education or the State Board of Education may require and making recommendations to the School Board for the improvement of curriculum.
- Recommending to the Board any major changes in texts and time schedules to be used in the schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools as he deems necessary and reporting to the Board of School Directors any insufficiencies that are found.

- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflect 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 school 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 Department of Education, the State Board of Education, District employees, the community and other outside groups and 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.
- Performing other duties as deemed necessary and appropriate under the direction of the Board. Direction of the Board is defined as a majority of the Board. Any Board directions that are not followed shall constitute neglect of duty as defined by 24 P.S. § 10-1080(a) and Pennsylvania appellate law.
- 3.3 School Board Liaison. The Superintendent shall have a seat on the Board and the right to speak on all issues before the Board but shall not have the right to vote. The Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his 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 Superintendent for study, disposition, or recommendations, as appropriate.

3.4 Board Managerial Rights. Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. In accordance with Board policy or as directed by the Board, nothing in this Contract shall preclude individual Board Members from monitoring District operations, conducting oversight activities, or visiting schools, provided that Board Members shall not interfere with the Superintendent's duties and responsibilities under this Agreement or the Public School Code.

ARTICLE IV. PERFORMANCE EVALUATION

4.0 Assessment of Performance. The Board shall evaluate, in writing, the performance of Superintendent at least once a year during the term of this Contract, no later than August 1 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 Superintendent. The evaluation of the Superintendent shall be based on Performance Base Standards indicated in Paragraph 4.1 below unless the Board and Superintendent mutually agree in writing to use a different evaluation instrument and method. 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. In the event the Board consensus determines that the performance of the 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 Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluations and the 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 Superintendent's performance shall be deemed proficient 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.

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

- To strengthen the working relationship between the Board and the Superintendent and to clarify for the 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 increases in the Superintendent's annual salary.

- 4.1 Performance Based Standards. The Public School Code requires that Superintendents must be evaluated based on objective, measurable performance standards. The performance of the Superintendent shall be assessed by the Board "PSBA Superintendent Performance Evaluation Form" which is attached to this Agreement as Exhibit "A" and incorporated herein. The District has identified the following areas in which the District and Superintendent shall work together to improve the School District which are summarized in the Superintendent Job Description attached hereto as Exhibit "B". The Board and Superintendent hereby mutually agree to the objective performance standards which are attached hereto as Appendix "C" and incorporated herein by reference, and which shall be reviewed and updated as necessary on or before July 1st of each year of this Contract unless another date is mutually agreed upon by the Board and Superintendent.
- 4.2. Investigations. In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance be undertaken, the Superintendent shall be: (i) notified of the occurrence and purpose of such investigation to the commencement of the same; and; (ii) 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 Superintendent of the commencement or progress of the same.

ARTICLE V. COMPENSATION

- 5.0 Salary. The Superintendent's salary shall be One Hundred Forty Four Thousand (\$144,000.00) dollars per annum commencing when the Superintendent provides services on a full-time basis on behalf of the School District. The established annual salary shall be paid in equal installments in accordance with the policy governing payment of salary for other twelve (12) month Administrative Employees of the School District.
- Salary Adjustments. Starting on January 12, 2022 and on January 12 of every 5.1 subsequent year of this Contract, the Superintendent shall receive an increase added to his base salary of at least \$2,000 of his then current annual salary. Such salary increase shall be provided unless the District Superintendent's performance is rated as less than "Proficient" on his annual performance assessment for the prior school year in accordance with the Assessment of Performance provisions of this Contract. Each increase shall be added to and become part of his annual salary. The Board shall not decrease the Superintendent's salary at any time during the Term of this Contract, or through any amendment or extension of this Contract, unless agreed to in writing by the Superintendent. Any adjustments in the Superintendent's salary during the term of this Agreement shall be deemed an amendment to this Agreement, provided, however, that such adjustment shall not be construed as either creating a new contract between the School District and the Superintendent, or in any manner extending the anticipated termination date of this agreement.

ARTICLE VI. BENEFITS

6.0 Fringe Benefits.

A. Medical/Hospitalization / Prescription Coverage

The District provides a Preferred Provider Organization (PPO) Highmark High Option PPO (PPO Plan) Option "G" or Option "A" or Option "E" as offered by the Consortium for the Superintendent and eligible dependents. The Superintendent's contribution toward the monthly premium is stipulated below:

2021-22
\$151.00
\$181.00
2021-22
\$182.00
\$272.00
2021-22
\$215.00
\$371.00

The District will deduct one-half (½) of the appropriate monthly premium contribution from each of the two (2) payroll checks issued each month. Future contract years 2021-2026 will be determined using Act 93 negotiated rates.

B. Dental Coverage.

The District will provide dental coverage comparable to its current plan and fully pay the premium cost thereof for the Superintendent and his dependents. Additionally, the following benefits will be provided with the premium paid by the District:

Oral Surgery - Family Periodontics - Family

Prosthetics - Family Orthodontics - Family

C. Life Insurance.

The District agrees to provide life insurance, including Accidental Death and Dismemberment (Double Indemnity) coverage for the Superintendent. This coverage shall equal two (2) times the Superintendent's salary.

D. Vision Coverage.

Throughout the life of this Agreement, the District will provide a vision plan administered by the National Vision Administrators, Benefit: UCR for participating providers. The total cost will be paid by the employer for the Superintendent and his dependents for the duration of this Contract.

E. Vacation.

Superintendent shall receive twenty-five (25) days of vacation in each Contract Year commencing as of June 30, 2022. In the event the Superintendent elects to work as opposed to taking a full allotment of vacations days in the Contract Year, the School District shall convert a maximum of ten (10) vacation days that remain

unused by January 31 of the following school year to sick days. There shall be no carry over or conversion for additional unused vacation days. In the event the Superintendent's employment with the District should terminate prior to the expiration of the Agreement, vacation days received and the District's obligation to convert unused vacation days to sick days as outlined above shall be prorated accordingly based upon the number of days worked compared to the number of work days in the Contract Year. The Superintendent recognizes that his extended absence from the District would be detrimental to the District and agrees that he will not take more than ten (10) vacation days at any one time without Board approval, which approval shall not be unreasonably withheld.

F. Holidays.

- 1. The following holidays are observed as paid holidays:
- a. Presidents' Day
 - f. Monday after "Thanksgiving"
- k. Memorial Day

b. Independence Day g. Easter Thursday

I. Picnic Day (one or two)

- c. Labor Day
- h. Good Friday

m. Prom Day

- d. Thanksgiving Day i. Easter Monday
- e. Friday after Thanksgiving
- j. Easter Thursday

Holiday time off for Christmas and New Year's Day shall match the school calendar for that particular time period.

G. Liability Coverage.

Liability coverage shall be provided to the Superintendent for any actions or matters for which said Superintendent may be liable in connection with his duties as an agent, servant, workman, or employee of the Greensburg Salem School District and within the scope of his employment with the Greensburg Salem School District in the aggregate amount of One Million (\$1,000,000) dollars in each policy year, with a retained limit or deductible amount of One Thousand (\$1,000) dollars for each occurrence. The Greensburg Salem School District shall be responsible for paying the deductible amount of up to One Thousand (\$1,000) dollars in the event of any verdict or judgment against said Superintendent. A copy of the Liability Coverage Policy will be secured and furnished to the Superintendent.

H. Association Memberships.

The Board agrees to pay the full membership to one (1) State and one (1) National organization per year.

6.1 Leaves of Absence.

A. Bereavement Leave.

- 1. In the event of the death of the Superintendent's spouse, child, step-child, parent, step-parent, parent-in-law, step-parent-in-law, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandson, granddaughter, or near relative who resides in the same household, or any person with whom the Superintendent has made his home there shall be no deduction in salary for an absence not in excess of five (5) work days within a seven (7) day period, and must include the day of the funeral.
- 2. In the event of the death of the Superintendent's grandfather, grandmother, half-brother, or half-sister, there shall be no deduction in salary for an absence

not in excess of three (3) work days within a seven (7) day period, and must include the day of the funeral.

- 3. In the event of the death of the Superintendent's first cousin, aunt, uncle, niece, or nephew, there shall be no deduction in salary for an absence not in excess of one (1) work day within a seven (7) day period from the day of the funeral.
- 4. In the event of the death of the Superintendent's spouse's first cousin, aunt, uncle, niece, nephew, there shall be no deduction in salary for an absence not in excess of one (1) work day within a seven (7) day period from the day of the funeral.
- 5. The District may extend the period of such absence with pay, at its discretion, as the exigencies of the case may warrant.

B. Legal Duty Leave.

1. When the Superintendent is required by the School District to be absent from his normal duties for the purpose of attendance at legal proceedings, or summoned for jury duty, such shall be at no loss of pay or use of other leave days, provided that the Superintendent shall be required to reimburse the School District in the amount of any witness fees or juror pay received by the Superintendent. In all other instances, where the Superintendent is subpoenaed or otherwise required to be absent from his normal duties for the purpose of attendance at legal proceedings relating to business affairs of the School District, the Superintendent may apply to the Board of School Directors for leave without

loss of pay or use of other leave days. Approval of such leave shall not be arbitrarily withheld.

C. Sick Days.

1. The Superintendent will be entitled to thirteen (13) days of sick leave with pay each year. Up to ten (10) of these days can be designated as "family illness days" and can be used in the event of the illness of a parent, spouse, child or sibling. In the event the Superintendent sustains an accidental injury during the course of his/her regular duties and is entitled to temporary compensation under workers compensation benefits, the combination of said temporary compensation and use of sick days may not exceed the Superintendent's salary.

2. Reimbursement for Unused Sick Leave

If the Superintendent retires in accordance with the retirement policies of the Public School Code, Section 1122, and the policies of the District; shall be reimbursed for unused sick leave at the following rates:

School Year of Resignation or Retirement	Reimbursement Rate per Unused Date
2021 – 2022	\$100.00
2022 – 2023	\$100.00
2023 – 2024	\$100.00
2024 – 2025	\$100.00
2025 – 2026	\$100.00

All unused sick days as of June 30, 2021 will be reimbursed at \$100.00 per day. Moving forward, the maximum amount of unused sick days that

will be reimbursed is 160. If Superintendent has over 160 days as of June 30, 2021, he will be frozen at his balance for reimbursement of unused sick days.

At the time of resignation or retirement, the District shall make a nonelective contribution to the Superintendent's 403(b) retirement account in an amount calculated using the Superintendent's total unused sick days and the rates specified above. The Superintendent shall receive no cash option.

If the District's contribution causes the Superintendent's account to exceed the Section 415(c) contribution limitation for the year, then any excess over that limit shall be contributed to the former Superintendent's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to the Superintendent has been contributed as non-elective employer contributions. The District shall make no contribution under this provision in any calendar year that begins after the fifth year following the year of the Superintendent's severance from service with the District.

6.2 Post-Retirement Healthcare Stipend. Upon retirement, provided the Superintendent has attained a minimum of eight (8) years of service within the Greensburg Salem School District and is eligible to receive retirement benefits (including but not limited to early retirement benefits, disability retirement benefits and/or normal retirement benefits) from the Public School Employees' Retirement System (PSERS), the District shall provide the District Superintendent no less

than Eight Thousand (\$8,000) dollars annually payable into a retiree premium only reimbursement Flexible Spending Account to help defray the cost of continuation on the District's healthcare plan which includes all health insurance (including hospitalization, vision, and dental (Life Insurance is not included)), as provided to District administrators under the District's 93 Administrator Compensation Plan until the District Superintendent becomes eligible for Medicare. This benefit will not be extended beyond Medicare eligibility.

- 6.3 Mileage Reimbursement. Local and reasonable mileage shall be allowed and reimbursed in accordance with the Act 93 Administrative Compensation Plan. Mileage costs related to the Superintendent's commute to and from the District administrative offices are not compensable.
- 6.4 Consultative Work. The parties agree that the Superintendent shall devote his full time and effort to fulfilling his duties as Superintendent. As such, the Superintendent shall not engage in any outside consulting services, teaching, or employment without the express written consent of the Board of School Directors as determined in its sole discretion. Further, the Superintendent agrees that he shall not participate in any speaking engagements, seminars, or any other similar activities where he will receive compensation in any form for such activities without first obtaining the written approval of the Board of School Directors. In addition, the Superintendent shall not act as an agent for, or have an interest in, the sale or adoption of any books or supplies by the School District.

- **Non-preapproved Expenses**. Other expenses not specifically approved in advance by the Board shall be limited to Two Hundred (\$200.00) dollars for any single expense or Fifteen Hundred (\$1,500.00) dollars in annual aggregate.
- Superintendent will require his participation in and attendance at seminars, conferences, worships, trainings, local school activities and similar programs provided by schools, the Department of Education, and similar providers, in order to maintain the knowledge base, skills, and certifications required of his position. The District considers the reasonable expenses involved in such activities to be appropriate for reimbursement, which reimbursement is hereby approved and shall be provided in accordance with District policy and procedures.
- 6.7 Other Benefits. The Superintendent shall be entitled to any and all benefits and incentives specified in the District's Board Policy for the Administrative Compensation Plan Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Superintendent as may be agreed to by the parties.

ARTICLE VII. MISCELLANEOUS

Agreement be declared illegal by a court of competent jurisdiction, or otherwise be determined or declared to be void or invalid as a matter of law, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation. The remaining terms, conditions, clauses and provisions shall

remain in full force and effect for the duration of the agreement if not affected by the deleted term, condition, clause or provision.

- **7.1 Statutory Reference**. All references to the Public School Code of 1949, as amended, contained herein shall also refer to any amendment or recodification of such Law.
- **7.2** Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.
- 7.3 Inurement. This Agreement shall be binding upon the parties hereto, their successors, assigns, administrators, executors and heirs. The Superintendent is prohibited from assigning any and all of his rights, duties and obligations under this Agreement.
- 7.4 Modification. Notwithstanding any term or provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by Superintendent and approved of by the Board and executed by an authorized officer of said Board pursuant to lawful procedure.

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

ATTEST

GREENSBURG SALEM SCHOOL DISTRICT

Secretary

resident of Board

WITNESS:

Dr. Kenneth A. Bissell

EXHIBIT A

This evaluation tool uses the below assessment measures as a basis for indicating your impression of the superintendent's performance in the areas of Student Growth and Achievement; Organizational Leadership; District Operations and Financial Management; Communication and Community Relations; Human Resource Management; and Professionalism.

Distinguished	 Performance is clearly outstanding Performance is superior, far exceeding expectations Performance is exceptional on a regular or continuous basis – the
Proficient	 superintendent far outperforms relative to minimum expectations Adequately performs all functions within the role, meeting or occasionally exceeding expectations Performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance
Needs Improvement	 Periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies Performance is less than adequate on a periodic or frequent basis – the superintendent may be developing within the position, but needs to improve to be considered proficient
Failing	 Performance is below acceptable levels Fails to meet most expectations associated with the role of superintendent – substantial professional improvement is needed before the superintendent can be considered proficient in the role

The superintendent is evaluated on each of six Objective Performance Standards. Objective Performance Standards should be included in the superintendent's contract, and are the basis for the overall performance rating made available to the public at the completion of the performance review. Below each Objective Performance Standard are several customizable Key Performance Indicators that may help board members and the Board to assess overall performance in each Standard. Boards are encouraged at the beginning of the evaluation cycle to discuss each Objective Performance Standard to determine if and what changes should be made to the Key Performance Indicators so that they remain representative of the collective expectations of the Board.

Evaluator's Name	School Year
~	
Superintendent's Name	

Using the ratings described above, place an "X" in the appropriate box indicating the superintendent's performance in each area.

Objective Performance Standard				
Student Growth and Achievement				
Superintendent uses multiple data sources to assess student success and growth as appropriate, specific to needs within the district and as determined annually in collaboration with the board of school directors. Annual or other district performance objectives are articulated and clearly achieved under the direction of the superintendent relative to standardized assessments, PVAAS, or other locally determined measures. Key Performance Indicators	Distinguished	Proficient	Needs Improvement	Failing
Effectively works with the Board to develop and monitor district policy and administrative regulations related to Student Growth and Achievement				
Demonstrates understanding and appropriate use of performance measures				
established within the district in support of specific goals and initiatives				
Appropriately monitors student achievement on identified standardized assessments and has actively developed successful strategies for improvement.				
Monitors, oversees, and encourages use of PVAAS data among professional				
staff with regard to making curricular, staffing, and strategic planning decisions within the district				
Has ensured all performance targets for staff and students have been met				
for the most current evaluation period				

How would you classify the superintendent's overall performance in the area of Student Growth and Achievement?

	Distinguished	Proficient	Needs Improvement	Failing
Comments:				

Objective Performance Standard				
Organizational Leadership –				
Superintendent has worked collaboratively with the Board to develop a vision for the district, displays an ability to identify and rectify problems affecting the district, works collaboratively with district administration to ensure best practices for instruction, supervision, curriculum development, and management are being utilized, and works to influence the climate and culture of the district. Key Performance Indicators	Distinguished	Proficient	Needs Improvement	Failing
Effectively works with the board to develop and monitor district policy and				
administrative regulations related to Organizational Leadership Has ensured priorities and initiatives are in alignment with a clearly defined				
and well-articulated vision for the district				
Has developed and implemented operational plans and processes to				
accomplish strategic goals				
Demonstrates an ability to assist and motivate others in achieving personal, professional, and district goals				
Is skilled in identifying, analyzing, and resolving problems that impact the district				
Maintains a regular presence in district buildings and at district events for the purpose of monitoring effectiveness of programming				
Uses strategic initiatives and district performance data to identify appropriate professional development opportunities for staff within the district				
Works appropriately within the role of instructional leader, while providing clear direction for teachers and administrators regarding curricular decisions				
Demonstrates clear understanding of board/superintendent relationship				
including appropriate roles and responsibilities				
Ensures compliance with all applicable local, state, and federal				
laws/regulations				

How would you classify the superintendent's overall performance in the area of Organizational Leadership?

	Distinguished	Proficient	Needs Improvement	Failing
Comments:				

Objective Performance Standard				
District Operations and Financial Management				
Superintendent manages effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and directing overall operational activities within the district. Key Performance Indicators	Distinguished	Proficient	Needs Improvement	Failing
Effectively works with the board to develop and monitor district policy and				
administrative regulations related to District Operations and Financial Management				
Regularly assesses state of district facilities and equipment and develops replacement and updating schedules as appropriate				
Demonstrates knowledge appropriate to the role of the superintendent regarding all financial and budgeting issues				
Works with the board and district business official to successfully accomplish financial and budgetary priorities including meeting all timelines associated with the annual budget				
Develops contingency plans designed to address anticipated and unanticipated budgetary necessities				
Provides regular as requested financial and budgetary reports to the board				
Ensures end-of-year results are consistent with budgetary planning expectations				

How would you classify the superintendent's overall performance in the area of District Operations and Financial Management?

Needs

Failing

		improvement	
Comments:			

Proficient

Distinguished

Objective Performance Standard				
Communication and Community Relations				
Superintendent communicates with and effectively engages the staff, the board, and members of the community, clearly articulating district goals and priorities, addressing local and broader issues affecting the district, and building support for district initiatives, programs and short/long-range plans. Key Performance Indicators	Distinguished	Proficient	Needs Improvement	Failing
Effectively works with the board to develop and monitor district policy and				
administrative regulations related to Communication and Community				
Relations				
Has worked successfully with the board to build support in the community				
for the district's vision, mission, and both long and short-term priorities				
Handles media resources skillfully, and regularly demonstrates sound judgment when communicating with the public				
Maximizes utilization of multiple methods for delivering accurate, timely,				
and reliable information to the Board and community				
Has been able to successfully build school/community partnerships that		*		
benefit students and staff				
Communicates effectively with the board and coordinates the flow of				
information from administrators to board committees in a manner				
consistent with Board Operating Guidelines				

How would you classify the superintendent's overall performance in the area of Communication and Community Relations?

	Distinguished	Proficient	Needs Improvement	Failing
Comments:				
comments	3			

Objective Performance Standard				
Human Resource Management				
Superintendent incorporates best practices for human resource management and oversight, coordinating staffing, recruitment, and other human resource functions within the district.	Distinguished	Proficient	Needs Improvement	Failing
Key Performance Indicators Effectively works with the board to develop and monitor district policy and				
administrative regulations related to Human Resource Management				
Appropriately manages district staff, assigning functions, delegating				
effectively, and determining accountability as necessary				
Ensures timely completion of all district wide staff evaluations				
Ensures alignment of superintendent evaluation goals with that of key personnel				
Has ensured training and professional development opportunities for all professional staff related to new requirements for teacher and administrator evaluation				
Institutes sound employee relations programs to improve relationships				
between and among all staff members				
Effectively monitors all aspects of the collective bargaining agreement(s) in the district				

How would you classify the superintendent's overall performance in the area of Human Resource Management?

	Distinguished	Proficient	Needs Improvement	Failing
Comments:				

Objective Performance Standard				
Professionalism				
Superintendent models professional decision-making processes and ethical standards consistent with the values of Pennsylvania's public education system as well as that of the local community. Superintendent additionally works to individually reflect upon her/his effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities. Key Performance Indicators	Distinguished	Proficient	Needs Improvement	Failing
Demonstrates recognition and understanding of public education's role in promoting civic responsibility	*:			
Performs all duties in a manner consistent with the values and expectations of the board and community at large				
Supports a standards-based approach to governance, leadership, and instruction throughout the district				
Encourages an inclusive and respectful environment that aligns with the organization's execution of the district's vision, mission, and strategic goals.				
Demonstrates ethical and personal integrity consistent with expectations associated with the role of superintendent				
Maintains the confidence and trust of school professionals and the community				
Continuously monitors effectiveness within the role of the superintendent, seeking out and participating in professional development activities in alignment with areas identified for improvement by the board and through self reflection				

How would you classify the superintendent's overall performance in the area of Professionalism?

	Distinguished	Proficient	Needs Improvement	Failing
Comments:				
comments.				

Formative Assessment

sea	on your perceptions of the superintendent's performance noted above:
	What are the superintendent's major strengths?
1.	
2.	
3.	
	In what areas do you see a need for improvement?
1.	
2.	
3.	
	What resources should be made available in order to support improvement strategies, or wh steps should the superintendent take in order to improve performance in areas identified for improvement?
1.	
2.	
3.	

Annual Goals

district?

This form provides the superintendent with an opportunity to update the Board on the status of annual performance goals. Annual performance goals should be mutually determined at the beginning of the evaluation cycle by the board/superintendent team. Annual performance goals may support personal professional development for the superintendent, or may be derived from the long and short term priorities and needs within the district.

Status of Annual Goals for School Year		
<u>Goal</u>	Status/Results	
	·	

Improvement

How would you rate the superintendent's performance in achieving desired annual goals for the

EXHIBIT B



Greensburg Salem School District Office of Human Resources Job Description

SUPERINTENDENT

The Superintendent of Schools reports directly to the Board of School Directors. The superintendent, as the chief executive officer of the district, is accountable to the Board and community for the administration of the educational system and all its functions, activities and responsibilities. This position is a twelve month position that requires a Pennsylvania Superintendent Letter of Eligibility.

This position requires fulfillment of the following responsibilities:

- Serves as chief administrative officer for the School District and as primary advisor to the Board of Directors being responsible for the development, supervision and operation of the school program, staff and facilities.
- Prepares and submits recommendations to the Board relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to insure the making of informed decisions. Reviews and approves all documentation that will be presented at Board meetings. Along with the President of the Board of Directors, the Business Manager and Central Office Administration, prepares the agenda for Board meetings. Attends all meetings of the Board as a nonvotingmember including board committee meetings. Oversees all actions taken at the Board Meetings.
- As chief school administrator, administers the development and maintenance of a positive educational program designed to meet the needs of the community and carry out the policies of the Board and follow the directives of the Commonwealth. Formulates school objectives, policies, plans and programs; presents facts and explanations necessary to assist the Board in its duty of legislation for the District
- Supervises the implementation of constitutional or statutory laws, state regulations and Board Policy. Sees to the development of specific administrative procedures and programs to implement the intent established by Board Policies. Oversees the writing and revision of Board Policies that meet regulations and serve the mission of the Board.

- Submits to the Board a clear and detailed explanation of any proposed procedure which would involve either departure from established policy or the expenditure of substantial sums.
- Communicates with the Board regarding any district matters arising between Board meetings that the Board may need to have a working knowledge of. Receives complaints, concerns, compliments and comments from Board members that are given to them by district employees, students, parents or residents. Uses the appropriate chain of command to address all such matters.
- Represents the District as the chief executive officer in dealing with the general public, other educational institutions, local and state government, businesses, professional organizations and agencies. Articulates and models the district's beliefs and values to students, staff, families and members of the community. Uses good judgement, professional written and oral communications and respectful interactions with all stakeholders.
- Provides annual and other required reports or information to the Secretary of Education.
- Notifies the proper administrators of communication and directives received from the Department of Education.
- Enforces all provisions of the Public School Code and other state and federal statutes as well as Board Policies.
- Coordinates the Comprehensive Planning process as required by the Pennsylvania Department of Education using the web based framework.
 Promotes a collaboration between all District stakeholders that sets goals and ensures compliance with mandates.
- Along with other Central Office Administrators, works to carry out the
 educational program in the District as aligned with established academic
 standards and local goals as established in the District's Strategic Plan.
 Reviews student grading practices and oversees the promotion or
 retention of students.
- Provides educational leadership to the district's Educational Leadership
 Team by demonstrating a knowledge and understanding of student and
 program assessment, data analysis, program development and
 evaluation, child growth and development, effective instructional
 strategies, classroom management, assessment of learning, research
 related to learning and curriculum implementation. Articulates and makes
 recommendations for appropriate programs to serve a wide range of

- student needs, abilities and interests. Plans, with Central Office Administration, to have fair and equitable staffing in all buildings.
- Regularly reviews multiple sources of data with the Central Office Administration to determine the effectiveness of practices and programs.
 Attends Student Voice meetings to learn from students what they perceive to be the strengths and needs of the district.
- Visits the buildings and classrooms regularly to assess the educational program and assist district and building administrators in giving the appropriate direction using research based strategies which engage all students in meaningful learning. Supports the use of the PDE Educator's Effectiveness System as an individual and collective tool for positive growth.
- Oversees the work of the Central Office Administrators and their collaboration with teachers regarding best practice, instructional strategies and equity for all students. Reviews and recommends to the Board courses of study, curriculum guides and new textbook adoptions.
- Advocates for students. Uses influence and energy to promote student learning and success. Works with the staff to identify student needs and take proactive steps and support initiatives and practices that help students reach their maximum potential.
- Collaborates with the Central Office Administration to provide on-going professional development for the administrative team and instructional staff that motivates them and works toward district goals. Along with the Central Office Administration, plan and host district wide in-service days as scheduled on the school calendar. Encourages and reviews requests for on-going professional development opportunities for all staff.
- Collaborates with the Central Office Administration in planning for and providing the new teacher induction program. Observes all newly hired teachers during their induction tenure and shares feedback with the teachers and administrators working with them.
- Meets regularly with district and building administration to share and gather information. Along with the Central Office Administration, plans for meaningful professional development activities that support the learning of all staff and meets the mandates of the Department of Education.
- Oversees student support services along with the Coordinator of Student Services. Monitors special education, 504 services, homeless services, cyber programs, homeschool programs and student health services. Reviews and signs off on all reports and student NOREPs. Ensures that

all state and federal requirements are met for all programs. Ensures compliance with all federal and state grants and use of federal and state monies.

- Oversees student disciplinary matters. Regularly reviews student issues
 with principals and Central Office administrators. Collaborates with local
 law enforcement and mental health agencies, as needed. Coordinates
 disciplinary hearings, attends all hearings and makes recommendations to
 the board, up to and including expulsion, if warranted. Communicates
 with parents and guardians, as needed.
- Collaborates with the Business Manager to prepare an annual budget which meets the needs of the district as well as federal and state mandates. Signs off on all purchase orders and expenditures of district money and ensures that school funds are being used in accordance with the adopted budget. In order to exercise oversight for the financial operations of the district, ensures that internal and external reviews and controls are in place for proper checks and balances.
- Serves as the district's Human Resources Director. Facilitates the hiring process for all professional and non-professional employees. Prepares and disseminates advertisements and applications. Along with Central Office administrators, screens the applicants and sets up an interview schedule. Prepares the interview questions and/or interview tasks in collaboration with the administrative team. Participates in all final round interviews. Conducts the reference checks and prepares finalist resumes for Board presentation. Along with the Business Manager, reviews the candidate's credentials and determines salary. Performs the mandatory checks for criminal history and child abuse.
- Meets regularly with Source 4 Teachers staff to discuss substitute placements particularly for longer term assignments. Completes paperwork for any emergency certificates needed within the District and submits to the Department of Education. Shares applications with Source 4 Teachers, when appropriate, to grow the substitute pool.
- Maintains the personnel records for all employees. Houses an accurate record of all matters related to employment such as certifications, evaluations, leaves, transfers, promotion, discipline, retirement, etc. Maintains a separate file for medical documentation.
- Reviews and approves credit reimbursement payments, loan forgiveness applications, requests for personal, emergency, and/or vacation days that extend beyond the employee contracts and/or board policies. Reviews and signs off on all conference request forms.

- Disseminates and processes all leave and ADA documents. Writes letters and makes calls to obtain necessary documentation needed to make recommendations for approved leaves and/or modifications to the workday. Meets with affected employees. Collaborates with Central Office and Building staff to refer employees to the Employee Assistance Program, as needed.
- Conducts workplace investigations and responds to complaints that are unresolved or apply to federal or state law, Board policies, rules or procedures in the workplace involving students or staff. Recommends appropriate measures to resolve complaints. Ensures that students and staff are not discriminated against based on race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy or handicap/disability.
- Maintains mandated Certification and Seniority Binders for Professional Employees which includes current teaching certificates, TIMMS profile, and completion of induction certificate, tenure documents, and a copy of hire letter and employee contracts.
- Coordinates the required evaluation of all professional staff. Signs off on all employee semester and year end evaluation forms. Prepares and submits the required PDE Teacher and Principal Evaluation Form to the Department of Education. Yearly evaluates all Central Office Administrators and, along with the Coordinators of Secondary and Elementary, yearly evaluates all building principals and associate principals. Holds conferences with all administrative employees to discuss the evaluations.
- Prepares the yearly required Board Policy packet for sign-off by all employee groups. Collaborates with the Coordinator of Technology to post. Collects and reviews prior to placement in personnel files.
- Prepares any letters of reprimand and/or Plans of Assistance in collaboration with other administrators. Holds meetings with employees to discuss.
- Oversees the application of the Code of Professional Practice in the district along with the requirements of the Educator Conduct and Discipline Act submitting required documentation to the Department of Education within the required time frame.
- Completes and signs off on Act 168 Sexual Misconduct/Abuse Disclosure forms received from other educational institutions in regards to former employees and/or substitutes. Returns inquiries regarding references of former or current employees.

- Prior to action by the board, recommends the discipline or termination of employees. Reports to the Secretary of Education and the Professional Standards and Practices Commission when educators are dismissed or charged with crimes that would revoke certification.
- Facilitates the advertising and bidding process for Custodial/Maintenance job vacancy bidding as per their agreement. Regularly collaborates with the Coordinator of Institutional Facilities, Maintenance and Grounds to provide all written notices and handle any employee issues.
- Acts as an advisor to the board in negotiations with the bargaining units and other employee groups. Attend all negotiations sessions and meet and discuss meetings. Collaborates with the Business Manager in collecting data, comparisons and comparative contract language for the negotiations process. Oversees contract and board policy implementation and address issues relating to the agreements. Manages all grievances and cases which may result in arbitration and/or mediation. Meets regularly with representatives from employee groups to gather information and address issues.
- Collaborates with the Athletic Director and Coordinators of Secondary, Elementary and Students Services to review applicants for yearly supplemental contracts and recommend for Board approval. Oversees all athletic and extra- curricular activities and regularly attends student events to support teachers and students and evaluate the need and effectiveness of programs beyond the school day.
- Represents the district before the public. Uses a variety of methods to communicate timely information regarding the school district. Is responsible for all information shared by the district. Is the point of contact for media interviews and authorizes other staff members other than the superintendent to share information with the media.
- Represents the district at monthly meetings with the Westmoreland Public Health Consortium, the Superintendent's Advisory Committee for the Westmoreland Intermediate Unit, the Professional Advisory Committee for the Central Westmoreland Career and Technical Center and The Westmoreland County Forum for Workplace Development.
- Provides letters of support for community organizations using EITC funds such as the YMCA, the Westmoreland Museum of Art, the Westmoreland Symphony and various other organizations. Collaborates with the Community Liaison in the securing and writing of appropriate grants for the district. Quarterly writes the Superintendent Letter for the In Greensburg Salem Magazine. Writes letters to staff for the start of school,

holidays, closing of school. Writes letters to parent to be posted on website for information dissemination (ex. safety, water testing, healthy foods, asbestos, etc.).

- Attends conferences, workshops and meetings in order to stay abreast of all current educational topics and the latest educational research.
 Periodically attends staff development meetings with staff in order to assess teacher growth and development.
- Works with the Coordinator of Transportation to provide a transportation program that is safe and timely. Collaborates with the Coordinator of Transportation, the bus contractor, local road crews, and leaders from surrounding districts to use weather reports and information to determine school delays, cancellations and early dismissals resulting from adverse weather which could affect the safety of students. Collaborates with other Central Office administrators to devise a yearly calendar to give to the board for review adoption. Recommend changes to the calendar, as needed, throughout the year.
- Regularly meets with the Coordinator of Institutional Facilities, Maintenance and Grounds and the Business Manager to review and make recommendations for the operation, care and use of buildings and grounds. Makes recommendations to the Board as repairs or upgrades to the physical plant are needed.
- Collaborates with other Central Office and building administration to create and maintain a districtwide Emergency Management Plan. Follows the plan as needed and yearly meets with the Districtwide Safety Committee to review and modify. Collaborates with local law enforcement and emergency management to tap their expertise in keeping staff and student safe and trained for emergencies that may arise. Obtains and houses MOUs with all local and state police agencies for all buildings within the district. Ensures that the district is in compliance with fire and emergency drill requirements, rules and regulations.
- Supervises the maintenance of records for the district including financial accounts, business and property records, personnel, student records and scholastic records. Along with the other Central Office departments, acts as custodian of such records and contracts, securities, documents, title papers and all books and papers belonging to the Board. Reviews all Open Records requests with the Right to Know officer in order to ensure that the district is in compliance.
- Works with advisors to the district including auditors, architects, attorneys, legislators, consultants, contractors and administration from the Westmoreland Intermediate Unit, the administration at the Central

Westmoreland Career and Technology Center, local colleges and universities that have dual enrollment agreements with the district and Seton Hill administration regarding the agreement with Offutt Field.

- Reviews and approves field trip requests, family vacation requests, facilities usage forms asking for all or partial fees to be waived, exemptions to testing, exemptions to immunizations, musical scripts and all other requests for exceptions to policies and practices.
- Represent the district by speaking at events such as graduations, awards ceremonies, community meetings, and other events.

EXHIBIT C

OBJECTIVE PERFORMANCE STANDARDS: (Met/Did Not Meet)

1)	By March 2023, work with students, administrators, teachers, parents, and community to build a Comprehensive Plan for period of July 1, 2023 through June 30, 2026.
2)	For the 2022-2023 school year, incorporate a differentiated supervision and professional growth model for professional educators.
3)	By May 2023, develop a three-year plan for district facility improvements to include estimated capital budgetary allocations.
4)	By January 2023, develop a plan for STEAM and Multimedia Science Structures in the K-8 settings to include computer and library/multimedia sciences.
5)	By January 2023, update or write, and approve job descriptions and evaluation guidelines for professional staff and supplementary positions.