

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT made this 10th day of June, 2025

by and between **BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT**, a Pennsylvania school district, with its principal offices located at 2097 Polk Valley Road, Hellertown, PA 18055 (hereinafter referred to as “District” or “Board”) and Dr. Bruce Tinor, 2805 English Lane, Whitehall, PA 18052 (hereinafter referred to as “Dr. Tinor” or “Assistant Superintendent”).

WITNESSETH:

WHEREAS, the Board by action dated June 10, 2025 has voted to elect Dr. Tinor as Assistant Superintendent for the time period of on or about July 1, 2025 until June 30, 2029.

WHEREAS, the Board desires to provide Dr. Tinor with a written Employment Agreement in order to: (1) enhance administrative stability and continuity within the District, which the Board believes generally improves the quality of its overall educational program; and (2) to comply with the employment agreement provisions of Act 141 of 2012; and

WHEREAS, the purpose of this Employment Agreement is for the parties to set forth the understandings governing Dr. Tinor’s employment, compensation and fringe benefits reached between District and Dr. Tinor.

NOW, THEREFORE, the parties intending to be legally bound, based upon the mutual considerations and covenants herein, agree as follows:

1. **Term of Assistant Superintendent.** In consideration of the promises herein contained, the Board has employed Dr. Tinor and Dr. Tinor hereby accepts said employment as Assistant Superintendent of the District for a term commencing on or before July 1, 2025, and ending on June 30, 2029 (“Term”). This Employment Agreement shall terminate immediately

upon the expiration of the aforesaid Term unless the Employment Agreement is modified, extended or terminated in accordance with this Employment Agreement or allowed to renew automatically in accordance with the Pennsylvania Public School Code. By execution of this Employment Agreement, Dr. Tinor hereby accepts employment by the District as Assistant Superintendent for the Term under the terms and conditions set forth in this Employment Agreement.

2. **Initial Annual Base Compensation.** For the 2025-2026 school year, Dr. Tinor's Initial Annual Base Salary as Assistant Superintendent shall be One Hundred and Sixty Five Thousand Dollars (\$165,000.00) ("Initial Annual Base Salary"), prorated, less legally required withholdings, based on Dr. Tinor's employment start date with the District. Such Initial Annual Base Salary shall be payable monthly or semi-monthly, in accordance with the policies and procedures of the District's Business Department, less the contributions required by law to be paid to the Pennsylvania Public School Employees' Retirement Fund and less necessary withholdings and deductions required by law. Dr. Tinor's Initial Annual Base Salary shall be prorated during his first year of employment with the District, based on the date Dr. Tinor's employment commences with the District.

3. **Salary Adjustments.** The District shall pay Dr. Tinor an annual salary paid on a bi-weekly basis. The Assistant Superintendent Dr. Tinor shall receive a salary increase consistent with the base Act 1 Index, not to exceed 4%, effective July 1 of each year of this Employment Agreement. Notwithstanding the adjustments noted herein, the District and Dr. Tinor hereby acknowledge the Board reserves the right to modify the salary adjustments through separate board action based on the performance of the Assistant Superintendent. The Assistant

Superintendent shall not receive the salary adjustments herein in the event of unsatisfactory performance on his evaluation.

4. **Merit Based Bonus.** An additional merit-based bonus of up to 5% of Dr. Tinor's yearly Annual Base Salary may be awarded annually based on the successful completion of performance benchmarks aligned with strategic district priorities which may be revised from time to time based on need and direction of the Superintendent of Schools and Board of Directors. Guidance on merit based increases shall be based on the Assessment of Performance section of this Employment Agreement below. Any merit bonuses herein shall not be part of the Assistant Superintendent's base salary.

(a) **Employer Non-elective Contribution to a Tax Sheltered Annuity Plan.**

Beginning in the 2025-2026 school year, and each successive year under this Employment Agreement, the District agrees to contribute as an employer non-elective contribution to a Section 403(b) plan (a tax-sheltered annuity plan) established for the benefit of Dr. Tinor equivalent to 2% of his Annual Base Salary. The District's agreement to make a District contribution to the tax-sheltered annuity plan shall be terminated upon the earlier of: (1) the date that Dr. Tinor ceases to be an employee of the District; or (2) the date that the District no longer has authority under Pennsylvania or Federal Law to make contributions to a Section 403(b) plan solely for the benefit of Dr. Tinor; or (3) Dr. Tinor's employment with the District is terminated as a result of a final and unappealable decision of the Board or any appellate body having jurisdiction over the same or by reason of dismissal for cause pursuant to the Pennsylvania Public School Code of 1949, as amended.

5. **Assessment of Performance.**

(a) Consistent with the provisions of the Pennsylvania Public School Code, the Board shall post mutually agreed objective performance standards contained in this Employment Agreement on the District's publicly accessible internet website. Upon completion of the annual performance assessment, the Board shall post the date of the assessment and whether or not the Assistant Superintendent has met the agreed to objective standards on the District's publicly accessible internet website.

(b) The Assistant Superintendent shall be evaluated on a distinguished, proficient, needs improvement, or failing methodology as follows:

(i) **Distinguished.** Distinguished means that the performance is clearly outstanding; the performance is superior, far exceeding expectations; or that performance is exceptional on a regular or continuity basis – the Assistant Superintendent shall far outperform relative to minimum expectations.

(ii) **Proficient.** Proficient means that the Assistant Superintendent is adequately performing all functions within the role, meeting or occasionally exceeding expectations; performance is adequate, meeting or occasionally exceeding standards or expectations generally associated with performance.

(iii) **Needs Improvement.** Needs improvement means that the Assistant Superintendent periodically fails to meet expectations associated with assigned tasks, targeted goals, or professional competencies; performance is less than adequate on a periodic basis or frequent basis – the Assistant Superintendent may be developing within the position, but needs to improve to be considered proficient.

(iv) Failing. Failing means the performance is below acceptable levels; that it fails to meet most expectations associated with the role of the Assistant Superintendent – substantial professional improvement is needed before the Assistant Superintendent can be considered proficient in the role.

(c) In the event the Assistant Superintendent is evaluated as “Needs Improvement” or “Failing” in any area of consideration set forth below, the Board shall describe in writing, in reasonable detail, the specific instances of performance that needs improvement or is failing.

(d) The performance evaluation form shall be in accordance with the format that will be mutually developed between Dr. Tinor and the Board and will be considered to be incorporated into this Employment Agreement.

(e) The Board herein along with the Superintendent of Schools agree objective performance standards shall be based on the following areas of consideration which upon mutual agreement of the parties may be changed over the course of the Agreement based on the need of the District and the performance of the Assistant Superintendent:

- (i) Student Growth and Achievement.
- (ii) Organizational Leadership.
- (iii) District Operations and Financial Management.
- (iv) Communication and Community Relations.
- (v) Human Resource Management.
- (vi) Professionalism.

(f) The Board herein exercises maximum flexibility in evaluating the Assistant Superintendent based on the areas noted above as well as other areas the Board desires

to evaluate in order to ensure the professional growth of the Assistant Superintendent during his tenure. The Assistant Superintendent's performance shall be deemed proficient and the Assistant Superintendent shall not be subject to discipline, discharge or termination on the basis of incompetency in any year when a formal performance evaluation is not completed.

(g) The Board shall evaluate the Assistant Superintendent annually in accordance with Pennsylvania Public School Code, Pennsylvania statutes, regulations, and Board policy relating to the Assistant Superintendent evaluation. Each annual evaluation shall be in writing using the performance evaluation form developed in accordance with Section 4(d) above. The written performance assessment will be conducted no later than June 30 of each school year or at another date agreed upon by the parties. A copy of the written evaluation shall be delivered to the Assistant Superintendent. The Assistant Superintendent shall have the right to make a written response to the evaluation.

(h) To the extent required by law, the Board shall post the mutually agreed upon objective performance standards on the District website and shall also annually post the date of the Assistant Superintendent's annual performance assessment and whether or not the Assistant Superintendent met the agreed upon objective performance standards. No other information regarding the Assistant Superintendent's performance assessment shall be posted on the District website or in another other manner disclosed by the District unless the District is expressly required to do so by federal or state law.

6. **Benefits Package.**

(a) Unless otherwise specified in this Agreement, Dr. Tinor shall be entitled to the fringe benefit program as is applicable and made available to the District's Principals, Assistant Principals, Directors, and/or Supervisors set forth in the District's Act 93

Compensation Plan pursuant to Section 11-1164 of the Public School Code, as amended ("Act 93 Group"), a true and correct copy of which is attached hereto, made a part hereof, and marked Exhibit "A". Dr. Tiner's eligibility for benefits under the District's Act 93 Compensation Plan shall be consistent with the terms of the Act 93 Compensation Plan. Should the Act 93 Compensation Plan be amended, the fringe benefits contained in the amended Act 93 Compensation Plan shall be applicable to Dr. Tinor as of the effective date of the amendment, unless otherwise stated in this Employment Agreement. Dr. Tinor would not be entitled to the same or similar Act 93 benefits that are listed specifically in his agreement.

7. Vacation and Personal Days

The Assistant Superintendent shall be awarded twenty-five (25) vacation/personal days annually. During the 2025-2026 school year, such days shall be prorated based on Dr. Tinor's start date with the District. The Assistant Superintendent may carry over not more than twenty (20) unused days to a subsequent school year. On a yearly basis, the Assistant Superintendent may cash out up to fifteen (15) unused but accrued personal/vacation days based on 75% of the then current per diem for the Assistant Superintendent. Such payments shall be made into the 403(b) account of the Assistant Superintendent

8. Sick Days rollover from the Chester County Intermediate Unit and Sick Leave

Consistent with 24 P.S. 10-1073 of the Public School Code, the Assistant Superintendent may transfer not more than thirty (30) sick days from his previous employer to be utilized in the District. The Assistant Superintendent shall be eligible for any and all sick leave benefits as outlined in the Act 93 Compensation Plan.

9. **Duties of the Assistant Superintendent.**

(a) During the term of this Employment Agreement the Assistant Superintendent agrees to perform the duties of the Assistant Superintendent in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the Pennsylvania Public School Code, District job description for the position of Assistant Superintendent (attached and incorporated into this Agreement as Appendix A), the policies of the District and the provisions of this Agreement. The parties agree these responsibilities may change during the term of this Employment Agreement over time based on the need of the position.

(b) The Assistant Superintendent shall be charged with the administration of the schools under the direction of the Superintendent of School and Board of School Directors.

The Assistant Superintendent shall be responsible for or assist the Superintendent with:

- Planning and initiating programs and policies concerning the organizational, operational and educational function of the District as directed by the Board of School Directors with ultimate responsibility for the execution of these programs and policies.
- Assisting the Board of School Directors in developing short-range and long-range goals and methods for the Board to evaluate the operational effectiveness of the District.
- Keeping the Board of School Directors informed by written and oral reports as to the operation and needs of the District.
- Taking discretionary action in any matters not covered by Board policy and reporting such actions to the Board of School Directors with recommendations for policy as necessary in order to provide guidance in the future.
- Directing the daily operation of the District schools by organizing, supervising and coordinating the District staff.
- Arranging for the systematic evaluation of District staff by responsible administrators.

- Recommending the employment of, assigning, and supervising the work of all District employees. Recommending promotion, salary changes, demotion or discharge of any District employee rendering unsatisfactory service.
- Establishing internal administrative operational procedures, rules and regulations relating to personnel, financial disbursements and accounting requirements, equipment/facilities operation and use, food service and staffing requirements.
- Developing effective staff development programs that are linked to the District's comprehensive plan and the Board of School Directors' goals for the District.
- Communicating directly, or through delegation, all personnel actions by the Board of School Directors to all employees as appropriate and receiving from employees communication to be made to the Board of School Directors.
- Ensuring that District students have equal access to appropriate educational programs, including pupil personnel, extracurricular activities and other supplemental programs deemed necessary.
- Overseeing a timely review of all curricular areas required by law as well as other subjects the Board may require and making recommendations to the Board of School Directors for the improvement of curriculum.
- Recommending to the Board of School Directors any major changes in texts and time schedules to be used in District schools.
- Providing for appropriate methods of teaching, supervision and administration in the schools, as he deems necessary and reporting to the Board any insufficiencies that are found.
- Directing the development of and making recommendations for the yearly operating budget on a timely basis that reflects the needs of the District and the use of District assets and resources.
- Establishing and maintaining efficient procedures and effective controls for all expenditures of District funds in accordance with the adopted budget.
- Making recommendations regarding the needs for instructional and non-instructional materials and equipment and recommending plans for improvements, alterations or other changes in the buildings or surrounding grounds.
- 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.

- Interpreting and/or supervising the implementation of all federal and state laws relevant to education.
- Other professional duties assigned by the Superintendent of School and/or Board of School Directors.

10. **Family Medical Leave.** The Board of School Directors adheres to the regulations and requirements of the Family Medical Leave Act (FMLA). In the event Dr. Tinor qualifies for such leave under FMLA, such leave shall be taken concurrently with available paid sick leave consistent with School Board Policy. At Dr. Tinor's discretion, he may opt to use ten (10) sick days prior to the commencement of FMLA time.

11. **Technology.** Dr. Tinor shall be entitled to receive a Smartphone mobile phone device and a laptop computer with wireless capabilities to be used for official business purposes in accordance with District policy.

12. **Expense and Mileage Reimbursement.** The District shall fully reimburse the Assistant Superintendent for all reasonable expenses incurred by the Assistant Superintendent in the discharge of his duties, upon proper documentation submitted to the Business Manager of the District and approved by the Board President. This shall include reimbursement for mileage associated with the use of the Assistant Superintendent's private vehicle in the performance of the Assistant Superintendent's duties, which said reimbursement shall be based on the current mileage allowance as established by the Internal Revenue Service ("IRS"), as the same may be changed or modified from time to time by the IRS. Such expense reimbursement costs shall be estimated for budget purposes and approved by the Board in accordance with Board policy and procedures.

13. **Membership Dues, Fees, and Continuing Professional Development.** The District agrees to pay for membership dues, fees, and continuing professional development to

permit Dr. Tinor to have relevant and significant opportunities for professional development with organizations or entities that could provide Dr. Tinor with information and methodologies that will improve the quality of education in the District. These membership dues, fees, and continuing professional development opportunities shall include American Association of School Administrators, Pennsylvania Association of School Administrators, Association for Supervision and Curriculum Development, participation in community organizations, such as Rotary, Kiwanis, and such other organizations that the Board may preapprove. Notwithstanding the importance the District attaches to Dr. Tinor's participation in such professional development opportunities and involvement with professional organizations and study councils, it is understood that Dr. Tinor's engagement in these activities will not interfere with Dr. Tinor's ability to act as Assistant Superintendent of the District and the duties of the Assistant Superintendent of the District.

14. Tuition Reimbursement The District shall reimburse the Assistant Superintendent One Hundred (100%) Percent of the cost of tuition for all courses taken at an institute of Dr. Tinor's choosing, provided that (1) the Assistant Superintendent earns an eighty percent (80%) or better in the course for which he seeks reimbursement; and (2) the course for which he seeks reimbursement was approved in advance by the Board. The Assistant Superintendent must, within 60 days after successful completion of the course, submit to the Board receipts, bills or a cancelled check showing payment and a grade report showing successful completion of the course.

15. Conferences / Speaking Engagements. The District shall reimburse Dr. Tinor for two conferences / speaking engagements per year with all expenses paid pending Board approval.

16. **Waiver of Right of Sabbatical Leave.** The Assistant Superintendent waives any rights that he may have to a sabbatical leave pursuant to the Public School Code of 1949, as amended.

17. **Loyalty and Outside Work or Opportunities.** Dr. Tinor shall devote all of Assistant Superintendent's time, attention, knowledge, and skills solely and exclusively to the business and interests of the District. Assistant Superintendent may, however, undertake compensated or uncompensated consulting work, speaking engagements, teaching, and other professional services as set forth herein so long as such work does not materially interfere with the discharge of Assistant Superintendent's duties and responsibilities hereunder.; and (2) Assistant Superintendent receives preapproval from the Board through the Board President to engage in such activities.

18. **Election as Assistant Superintendent.** Dr. Tinor's election as Assistant Superintendent is subject to the provisions of the Public School Code of 1949 and its amendments thereto.

19. **Compensation Obligations.** The obligation of the District to compensate Dr. Tinor during the term of this Agreement, shall be subject to the relevant provisions of law, unless terminated by Dr. Tinor by way of written resignation or by way of removal of the Assistant Superintendent in accordance with the terms of this Agreement and/or applicable law.

20. **Representation of the Assistant Superintendent.** Dr. Tinor represents that, at all times during the term of employment with the District, he will have a duly issued and validated certificate to act as Assistant Superintendent in the Commonwealth of Pennsylvania and agrees to provide a copy thereof to the District, upon request. Dr. Tinor agrees to promptly notify District if the foregoing representation is no longer true and correct during any period

during the term of employment. Further, Dr. Tinor shall provide any and all necessary state or federal background checks upon hire, including but not limited to Act 34, 151, and 114 clearances. Should clearances not be current and consistent with state regulation, Dr. Tinor shall submit to such clearances.

21. **Separation from Employment.** In the event that Dr. Tinor seeks to resign or separate his employment with District for any reason other than death, illness, disability, or retirement permanently from public education in the Commonwealth of Pennsylvania, Dr. Tinor shall give the Board of the District at least one hundred twenty (120) days' written notice in advance of the employment severance date. The failure of Dr. Tinor to give such required written notice shall cause Dr. Tinor to lose any entitlement to any unused vacation days, other payments, benefits, or any other entitlement to be paid upon employment separation whether it be through Board policy or pursuant to the Act 93 Agreement.

22. **Discharge and Termination.** Dr. Tinor may be discharged, and this Employment Agreement terminated, even during the term of this Employment Agreement, under the provisions of the Pennsylvania Public School Code of 1949, as amended, and pursuant to the provisions of the Constitution of the Commonwealth of Pennsylvania. The Board shall not arbitrarily or capriciously call for his dismissal and the Assistant Superintendent shall, in any event, have the right to written charges, notice of hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. The Assistant Superintendent shall have the right to be represented by counsel at his sole cost and expense. In the event that the Assistant Superintendent were to be discharged from employment for just cause, the Employment Agreement shall be terminated with no additional compensation or benefits provided and no

entitlement to payment for any accrued payments or accrued benefits, unless otherwise negotiated by the District and Dr. Tinor.

23. **Successful Completion of Contract**

In the event Dr. Tinor completes the full term of this Employment Agreement with Satisfactory performance in each year of this Employment Agreement, the District shall make a one-time contribution of Twenty-five Thousand (\$25,000.00) to the Assistant Superintendent's 403(b) plan.

24. **Death During Employment.** If Assistant Superintendent shall die during the term of this Employment Agreement, the Board shall pay to the estate of Assistant Superintendent all compensation, including salary and benefits of the Assistant Superintendent, that the Assistant Superintendent earned, accrued and/or is entitled to under this Employment Agreement, which otherwise would be payable to Assistant Superintendent, up to the end of the month in which Assistant Superintendent's death occurs and for one month thereafter. Thereafter, the Board shall have no further responsibilities hereunder, and this Agreement shall terminate automatically. Again, the provisions hereof shall not be deemed to affect any other benefits which may be available to Assistant Superintendent, including, but not limited to, those available under applicable retirement programs, health insurance, worker's compensation, or otherwise.

25. **Early Separation Options.** Upon a mutual agreement of the parties, prior to the expiration of the term of this Employment Agreement, the District and Dr. Tinor agree Dr. Tinor shall be paid as follows:

(a) If there is more than two (2) year that remain in this Employment Agreement, the severance package will not exceed twelve (12) months' salary.

(b) If less than two (2) years remain in this Employment Agreement at the time of separation, the Assistant Superintendent will be entitled to ½ of his remaining salary under the term of this Agreement at the time of separation

Under no circumstances will the Board pay-out to the Assistant Superintendent exceed the sums set forth in Paragraph 25 (a) and (b) herein. Further, under no circumstances shall the Board pay out to the Assistant Superintendent under this section should his employment be terminated for just cause.

26. **Referrals to Assistant Superintendent.** The Board, collectively or individually, shall immediately refer to Assistant Superintendent all criticisms, complaints, and suggestions called to their attention relative to Assistant Superintendent or the District for Assistant Superintendent's study and recommendation. The Superintendent of Schools should be so notified of this information as well. This provision shall not be deemed to provide for the referral of matters to the Assistant Superintendent where the Board reasonably deems it inappropriate to do so.

27. **Provisions in Accordance with School Code.** This Employment Agreement shall not be in violation of any provisions of the Pennsylvania Public School Code and shall be construed as containing and be read in conformity with all provisions of the Pennsylvania Public School Code as it relates to the relationship between a "District" and its "Assistant Superintendent."

28. **Compliance with Agreement.** Dr. Tinor shall be required to comply with all aspects of this Employment Agreement, any exception thereto being agreed to only by mutual written consent of the District and Dr. Tinor.

29. **Entire Agreement.** This Employment Agreement contains the entire agreement between the parties and may not be changed, amended, modified or superseded, except by written instrument executed by the parties hereto. This Employment Agreement supersedes any and all other agreements between the parties hereto with respect to the subject matter hereof.

30. **Execution and Counterparts.** This Employment Agreement may be executed in two or more counterparts, each of which, when executed by the parties, shall be considered to constitute one instrument.

31. **Possible Illegalities.** If any one provision of this Employment Agreement shall be declared void or invalid by a court of competent jurisdiction, such void or invalid provisions shall not in any way impair the whole Employment Agreement and, the remaining provisions shall be construed as if not containing the provisions or provision held to be void or invalid, and the rights and/or obligations of the parties shall be construed and enforced accordingly.

32. **Enforcement of Agreement.** This Employment Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any headings contained in this Employment Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Employment Agreement. Each and every provision of this Employment Agreement has been mutually negotiated, prepared and drafted and in connection with the construction of any provision hereof, no consideration shall be given to the issue of which party actually prepared, drafted or negotiated any provision of this Agreement or its deletion.

33. **Duty to Defend.** The District shall defend Dr. Tinor and his heirs against any civil actions, claims, suits, and/or other legal proceedings brought against Dr. Tinor, in his official agent and employee capacity of the District, specifically as the result of Dr. Tinor's

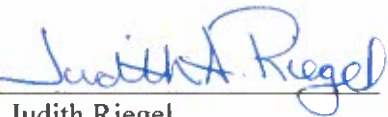
actions within the scope of his duties as Assistant Superintendent of the District, as well as the result of any directive issued by the Board of the District. The District agrees to indemnify and hold harmless Dr. Tinor or his heirs and to pay any civil judgments or awards entered against Dr. Tinor or his heirs as the result of Dr. Tinor's actions within the scope of his duties as Assistant Superintendent of the District, as well as the result of any directive issued by the Board of the District. The District will not be obligated to defend Dr. Tinor in any discharge, removal proceedings, or other proceedings in which the District is an adverse party. This section shall survive the term of this Employment Agreement.

34. **Reappointment.** The District shall notify the Assistant Superintendent in writing no later than one hundred eighty (180) days prior to the expiration of this Employment Agreement of the Board's intent not to reappoint him. Should the Assistant Superintendent not be so notified, the Assistant Superintendent's Agreement herein shall be extended for one additional year consistent with the Pennsylvania Public School Code.

IN WITNESS WHEREOF, intending to be legally bound, the parties have hereunto set their hands and seals the day and year first above written.

BOARD OF SCHOOL DIRECTORS OF THE
SAUCON VALLEY SCHOOL DISTRICT

Attest:


Judith Riegel
Board Secretary

By:


Cedric Dettmar
Board President

Witness:



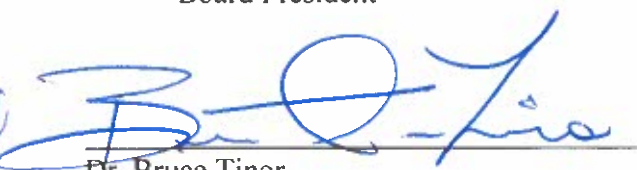

Dr. Bruce Tinor

EXHIBIT “A”

APPENDIX “A”