

AGREEMENT FOR EMPLOYMENT OF DIRECTOR OF HUMAN RESOURCES

THIS AGREEMENT made this 19th day of December, 2022, by and between the **Board of School Directors of the Wallingford-Swarthmore School District**, a Pennsylvania School District with its principal office located at 200 S. Providence Road, Wallingford, PA 19086 (hereinafter referred as “District” or “Board”) and **Deena D. Cellini, Ed.D.** (hereinafter referred to as “Dr. Cellini” or “Director of Human Resources”).

WITNESSETH

WHEREAS, at a meeting duly and properly called on the 19th day of December, 2022, the Board, appointed Dr. Cellini as Director of Human Resources; and

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

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

1. Term of Director of Human Resources. The Board, in consideration of the promises herein contained, hereby accepts the employment of Dr. Deena Cellini as Director of Human Resources for a period commencing on Monday, February 27, 2023 and ending no later than June 30, 2026 (the “Term”). This Agreement shall terminate immediate upon the expiration of the Term.

2. Duties and Responsibilities.

a. During the Term, the Director of Human Resources agrees to perform faithfully the duties of the Director of Human Resources in accordance with the rules, regulations and directions of the Superintendent of Schools and the Board, and as more explicitly set forth in the job description, a copy of which is attached hereto, made a part hereof and marked Appendix A.

b. The Director of Human Resources shall devote her entire time, attention, energy, skill, and labor to her employment during the Term of her office under this Agreement, provided, however, that the Director of Human Resources may undertake cumulative work, speaking engagements, writing, lecturing, or other professional duties and obligations not inconsistent with the job description, provided that she shall have (i) obtained the approval of the Board and the Superintendent, and (ii) the Board and the Superintendent agree that the work on the part of the Director of Human Resources will not materially interfere with her ability to act as the Director of Human Resources for the District.

c. The Director of Human Resources agrees that she will not engage in or have any direct business or financial ties to any persons or organizations doing business with the Wallingford-Swarthmore School District or employees of the District or Board Members. The Director of Human Resources may attend appropriate professional meetings at the local, state, and national level at the expense of the District, provided such expenses are reasonable and the Director of Human Resources secures the advance approval of the Superintendent where an overnight stay

is required. The Director of Human Resources may join appropriate professional organizations at the expense of the District, assuming preapproval of the Superintendent.

d. The Director of Human Resources shall not have any financial interest, direct or indirect, in the sale or adoption of any books or the sale to or the lease by the District for any supplies, equipment, or services.

e. Director of Human Resources will report directly to the Superintendent of Schools.

3. Annual Salary. The Board and the Director of Human Resources agree to the following:

a. Base Compensation. The Director of Human Resources shall be compensated at the base rate of One Hundred Fifty-Five Thousand Dollars (\$155,000), (prorated if necessary) for the 2022-2023 school year, less legally required withholdings, payable in biweekly installments. This base salary shall be applicable through the entire Term of this Agreement.

b. Salary Increase. The Director of Human Resources' annual salary adjustment for the 2024-2025 and 2025-2026 school years shall be effective as of July 1 of each school years, and according to the Director of Human Resources' evaluation applicable for the immediate prior school year, as follows:

<u>Rating of Director of Human Resources for the Immediately Preceding School Year</u>	<u>Amount of base salary increase as of July 1 each year</u>
Needs Improvement or Failing	No salary increase
Proficient or Distinguished or no evaluation issued on or before September 30 for the immediately preceding school year	Percentage equal to the Base Act One Index published annually by the Pennsylvania Department of Education for the school year in question, held to a maximum of 3.0%. If the Act One Index does not exist for any school year during this Agreement Term, the Director of Human Resources' annual salary will be increased by her prior year's percentage increase, so long as she remains Proficient or Distinguished for the year in question.

c. Should the Director of Human Resources receive less than a proficient rating on the performance evaluation, the Director of Human Resources shall not be entitled to a compensation increase.

d. Any adjustment in salary made during the Director of Human Resources' Term of office under this Agreement shall be considered as an amendment to this Agreement; provided, however, that such adjustment shall not be construed as the entering into a new Employment Agreement between the District and the Director of Human Resources, nor that the termination date of the existing Agreement has been extended. Otherwise, Dr. Cellini shall not be entitled to any salary increases during the term of the Agreement.

4. Evaluation.

a. The Director of Human Resources will be evaluated by the Superintendent of Schools based upon the job responsibilities outlined in the job description herein.

b. The Director of Human Resources shall be evaluated on a distinguished ("exceeds expectations"), proficient ("meets expectations"), 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 Director of Human Resources shall far out perform relative to minimum expectations.

ii. Proficient. Proficient means that the Director of Human Resources is adequately performing all functions within the role, meeting or occasionally exceeding expectations; performance is adequate, meeting occasionally exceeding standards or expectations generally associated with performance.

iii. Needs Improvement. Needs improvement means that the Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources. Substantial professional improvement is needed before the Director of Human Resources can be considered proficient in the role.

5. Benefits Package.

a. Unless otherwise specified in this Agreement, Dr. Cellini shall be entitled to the fringe benefits as are applicable and made available to the District's Principals, Assistant Principals, Directors, Supervisors, and Miscellaneous Positions as set forth in the District's Act 93 Compensation Plan pursuant to Section 11-1164 of the Public School Code, as amended ("ACP"). Should the ACP be amended during the Term of this Agreement, the fringe benefits contained in the ACP shall be applicable to Dr. Cellini as of the effective date of the amendment, unless

otherwise stated in this Agreement. Unless otherwise indicated, per diem payments shall be calculated based upon a 260-day work year.

i. It is understood, however, that even though Dr. Cellini's benefits package is linked to the ACP, the following provisions will not be applicable in the ACP to Dr. Cellini:

- a. Term.
- b. Act 93 Administrators' Starting Salaries and Salary Ranges.
- c. Rate of Compensation.
- d. Sabbatical Leave or Professional Development Leave Option.
- e. Meet and discuss.
- f. Plan Amendment.

b. Technology. Notwithstanding any modification to the ACP, Dr. Cellini shall be entitled to receive a smartphone mobile phone device and a laptop computer both of which will have wireless capabilities and related service and data plans to be used for official business purposes in accordance with District policy.

c. Expense and Mileage Reimbursement. Notwithstanding any modification to the ACP, the District shall fully reimburse the Director of Human Resources for all reasonable expenses incurred by the Director of Human Resources in the discharge of her duties, upon proper documentation submitted to the Business Manager of the District and approved by the Superintendent. This shall include reimbursement for mileage associated with the use of the Director of Human Resources' private vehicle in the performance of the Director of Human Resources' 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.

d. Carryover of Previous Leave Benefits. The Director of Human Resources shall carry forward in this Agreement a total of twenty-five (25) sick leave accrued from previous public school district employment prior to the start of this Agreement after evidence is provided to the Business Manager of the District of such unused days of accrued benefits.

e. Professional Development and Dues. The District encourages the continuing professional growth of the Director of Human Resources through participation in:

i. The operations, programs and other activities conducted by local, state, and national administrator and/or school board associations, as approved by the Superintendent or the Superintendent's designee.

ii. Seminars and courses offered by public and private education institutions with the understanding that the attendance at the conferences, seminars and courses shall be taken with due regard for the operation of the school system and only upon prior approval of the Superintendent or the Superintendent's designee.

In its encouragement, the District shall provide release time for the Director of Human Resources to attend such activities, the District will pay for reasonable and necessary fees for registration, travel and other expenses subject to the approval of the Superintendent or the Superintendent's designee.

As part of the professional development provision herein, the Director of Human Resources may belong to the Pennsylvania Association of School Personnel Administrators as well as the National Association of School Personnel Administrators.

6. Waiver of Right of Sabbatical Leave. The Director of Human Resources waives any rights that she may have to a sabbatical leave for professional development; provided, however, the Director of Human Resources does not waive her right to a sabbatical leave for restoration of health pursuant to the Public School Code.

7. Loyalty. The Director of Human Resources shall devote all of the Director of Human Resources' time, attention, knowledge, and skills solely and exclusively to the business and interests of the District, provided, however, that the Director of Human Resources may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties so long as she complies with the requirements of this Agreement.

8. Compensation Obligations. The obligation of the District to compensate the Director of Human Resources during the Term shall be subject to the provisions of law, unless terminated by the Director of Human Resources by way of written resignation or by way of removal of the Director of Human Resources in accordance with Section 5-514 of the Public School Code of 1949, as amended.

9. Separation from Employment. In the event that the Director of Human Resources seeks to resign or separate the Director of Human Resources' employment with District for any reason other than death, illness, disability, or retirement permanently from public service in the Commonwealth of Pennsylvania, the Director of Human Resources shall give the Superintendent and Board at least ninety (90) days' written notice in advance of the employment severance date. The failure of the Director of Human Resources to give such required written notice shall cause the Director of Human Resources 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 Administrative Compensation Plan adopted pursuant to Section 11-1164 of the Public School Code, as amended.

10. Discharge or Termination. Throughout the Term of this Agreement, the Director of Human Resources shall be subject to discharge for valid and just cause for the reasons specified in Section 5-514 of the Public School Code of 1949, as amended. The Board shall not arbitrarily or capriciously call for her dismissal, and the Director of Human Resources shall in any event have the right to written charges, notice of hearing, fair impartial hearing, all elements of due process, and the right to appeal to a court of competent jurisdiction. The Director of Human Resources shall have the right to be represented by counsel at her sole cost and expenses. In the event the Director of Human Resources is discharged from employment, this Agreement shall be terminated, with no additional benefits provided.

11. Disability.

a. Complete or Partial Disability. In the event that Director of Human Resources is: (1) unable to perform the Director of Human Resources' essential duties of her position under this Agreement, with or without a reasonable accommodation, due to her complete disability; or (2) unable to perform the Director of Human Resources' essential duties of her position under this Agreement, due to her partial disability; or (3) unable to perform the essential duties of her position under this Agreement, with or without a reasonable accommodation, at various time because she is completely disabled and at other various times, because she is partially disabled as provided above, the Board shall have the options provided in this Paragraph. Prior to the Board being able to exercise its options hereunder, the Director of Human Resources' complete disability, partial disability, or combination thereof shall continue for a period exceeding ninety (90) consecutive days during which the Director of Human Resources would otherwise be required to perform services but for any leave, vacation, or similar days (irrespective of how many leave, vacation, or similar days Director of Human Resources has or may actually accumulate or use). Following the Director of Human Resources' exhaustion of all other leave to which she is entitled, in the event of the Director of Human Resources' continuing complete disability, partial disability, or combination thereof, as provided herein, the Board shall have the option of either terminating the employment of the Director of Human Resources consistent with the provisions set forth in the Public School Code or of reducing Director of Human Resources' salary and duties to a level commensurate with the Director of Human Resources' remaining abilities, if any. In the event that the Director of Human Resources disagrees with the Board's option of terminating the employment of the Director of Human Resources, the Director of Human Resources shall have all of the rights afforded to her under Section 1080 of the Public School Code, 24 P.S. §10-1080. In the event that the Director of Human Resources disagrees with the Board's option of the extent of the reduction in salary and duties to a level commensurate with the Director of Human Resources' remaining abilities, the Director of Human Resources shall have the right to demand arbitration for solely this purpose pursuant to and consistent with the rules of the American Arbitration Association and shall be responsible for any filing fees associated with initiating such arbitration. The American Arbitration Association rules pertaining to employment-related matters pursuant to employment agreements shall apply and the venue of any such arbitration proceeding shall take place at the principal offices of the District.

b. Period of Disability. The parties agree that, insofar as this Agreement is concerned, the period of disability shall be deemed to have started as of the first day of disability when the Director of Human Resources is unable to perform her essential duties and/or job functions under this Agreement with or without reasonable accommodation due to her disability as defined herein irrespective of when it is finally determined that the disability for purposes hereof exists.

c. Intermittent Disability. Any complete disability, partial disability, or combination thereof which should occur for more than ninety (90) consecutive days within any twelve (12) month period shall be treated, for the purpose of these provisions, as though it was a continuing disability rather than a new disability.

d. Salary. This paragraph shall not be construed to require the Board to pay any salary to the Director of Human Resources beyond the accumulated sick leave, disability leave days, vacation days, or other leave days of the Director of Human Resources, which may be used by the Director of Human Resources during any disability, when the Director of Human Resources is unable to perform the essential functions of her position, with or without reasonable accommodation. After such leave days are exhausted, the Board shall not be obligated to make any payment of salary to the Director of Human Resources in the case of complete disability as provided for herein. In the case of partial disability, the Board shall have the right to reduce the Director of Human Resources' salary, subject to the Director of Human Resources' right to arbitrate set forth herein to a level commensurate with the remaining abilities of the Director of Human Resources.

e. Meaning of Disability. For the purpose of this paragraph 11, the term "disability" shall be defined as disability is defined by the Americans with Disabilities Act of 1990, as amended ("ADA"). In the event any dispute shall arise as to whether the Director of Human Resources is a qualified individual with a disability as defined by the ADA, such question shall be resolved by a three-member board to consist of: (1) physician representative named by each of the parties; and (2) a third physician member to be appointed by the two representatives so named. The majority vote of the three-member board shall be binding upon the parties.

12. Preservation of Other Legal Rights. Nothing in this Agreement shall be deemed to constitute a waiver of the Director of Human Resources' rights pursuant to the Americans with Disabilities Act, the Family and Medical Leave Act, the Pennsylvania Human Relations Act, the Pennsylvania Workers' Compensation Act, the Public School Code, or any federal or state law governing disability.

13. Death During Employment. If the Director of Human Resources shall die during the Term of employment, the Board shall pay to the surviving spouse or if no surviving spouse to the estate of the Director of Human Resources, the compensation which otherwise would be payable to the Director of Human Resources up to the end of the month in which the Director of Human Resources' death occurs and any accrued and unpaid expenses or benefits, to the extent permitted pursuant to Pennsylvania Probate Law. Thereafter, the Board shall have no further responsibilities hereunder, and this Agreement shall terminate automatically. The provisions hereof shall not be deemed to affect any other benefits, which may available to the Director of Human Resources, her spouse and heirs, including, but not limited to, those available under applicable retirement programs, health insurance, workers' compensation, or otherwise, to the extent permissible under Pennsylvania Probate Law.

14. Entire Agreement. This 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 Agreement supersedes any and all other agreements between the parties hereto with respect to the subject matter hereof.

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

16. Possible Illegalities. If any one provision of this 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 Agreement; 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.

17. Enforcement of Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and any headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. Each and every provision of this 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.

18. Duty to Defend. The District shall defend the Director of Human Resources and her heirs against any civil actions, claims, suits, and/or other legal proceedings brought against the Director of Human Resources, in her individual capacity or in her official agent and employee capacity of the District, specifically as the result of the Director of Human Resources' actions within the scope of her duties as Director of Human Resources 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 the Director of Human Resources and her heirs and to pay any civil judgments or awards entered against the Director of Human Resources or her heirs as the result of the Director of Human Resources' actions within the scope of her duties as Director of Human Resources 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 the Director of Human Resources in any discharge, removal proceedings, or other proceedings in which the District is an adverse party. This section shall survive the term of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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 WALLINGFORD-SWARTHMORE
SCHOOL DISTRICT**

Attest: _____
Name:
Title: Secretary

By: _____
Name:
Title: President

Witness: _____
Catherine Rossi
Interim Director of Human Resources

Deena D. Cellini, Ed.D.
Director of Human Resources

APPENDIX A

Job Description