

**SOUTH EASTERN SCHOOL DISTRICT
CONTRACT FOR EMPLOYMENT OF
ASSISTANT SUPERINTENDENT**

THIS CONTRACT is made and entered this 20th day of July, 2023, by and between the Board of School Directors of the **South Eastern School District** (hereinafter referred to as "District" or "Board" or "Board of School Directors") and **Dr. Gregory Anderson**, (hereinafter referred to as the "Assistant Superintendent" or "Dr. Anderson").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting, duly and properly called on the 20th day of July, 2023, did appoint Dr. Anderson to the office of Assistant Superintendent in accordance with the provisions of Sections 508, 1071, 1073 and 1073.1, 1076, 1077, 1080, and 1082 of the Pennsylvania Public School Code of 1949, as amended (hereinafter referred to as "Public School Code"); and

WHEREAS, the parties have agreed Upon certain terms and conditions of employment and desire to reduce those terms and conditions to writing;

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

1. Term.
 - A. The Board, in consideration of the promises herein contained, has employed Dr. Anderson and Dr. Anderson hereby accepts said employment as Assistant Superintendent of the South Eastern School District for a five-year term commencing on August 7, 2023, and ending on June 30, 2028 ("Term").
 - B. This Contract shall terminate immediately upon the expiration of the aforesaid Term unless the Contract is sooner modified or terminated in accordance with this Contract or allowed to renew automatically in accordance with Section 1077(b) of the Public-School Code or this Contract.
2. Professional Qualifications. The Assistant Superintendent covenants that he possesses all of the qualifications that are required by law to serve as the Assistant Superintendent in the Commonwealth of Pennsylvania and that he will maintain the same throughout the Term of this Contract. The Assistant Superintendent further agrees to subscribe to and take the oath of office before entering upon his duties, in accordance with Section 1004 of the Public-School Code.
3. Duties and Responsibilities.
 - A. During the term of this Contract, Dr. Anderson agrees to serve as Assistant Superintendent of the School District and to perform the duties of the Assistant Superintendent as directed by the Board of School Directors and the District Superintendent, in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, and the provisions of this Contract.

- B. The Assistant Superintendent shall serve as "Acting Superintendent" in the absence of the Superintendent and shall be responsible for the administration of school policy, the operation and management of the schools, and the direction of employees while serving in the capacity as "Acting Superintendent."
- C. The Assistant Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors as assigned by the District Superintendent and subject to the supervision of the District Superintendent.
- D. Outside Work. The Assistant Superintendent agrees to devote his time, attention, energies, skills, and labor to his employment as Assistant Superintendent during the term of this contract provided; however, that he may undertake, and be compensated for outside work – lecturing, adjunct teaching, or other professional services which do not marginally interfere with the Assistant Superintendent’s obligation pursuant to this contract.

4. Compensation — Salary and Benefits.

- A. Salary. The Board of School Directors and the Assistant Superintendent agree to the following conditions as they relate to this Contract or any amendment or extension to this Contract.
 - i. The established annual Salary shall be paid in equal installments in accordance with the then existing policy or Contract covering other twelve (12) month Administrative Employee in the District ("Act 93 Contract") unless otherwise agreed between the parties hereto.
 - ii. The Compensation of the Assistant Superintendent shall not be decreased during the term of this Contract, or through any amendment or extension of this Contract, without the prior written approval of the Assistant Superintendent.
 - iii. Effective August 7, 2023, the salary of the Assistant Superintendent shall be the amount of One Hundred Fifty Thousand Dollars (\$150,000) per school year (prorated in the first year), plus any increases thereafter made in accordance with subsection (iv) below.
 - iv. The Annual Performance Assessment of the Assistant Superintendent shall be completed on or before June 30th of each year of this contract with any salary adjustment to be retroactive to July 1 of each year. The Assistant Superintendent shall receive a three percent (3%) increase in salary if he receives a "P" rating on his annual Performance Assessment; four and one-half percent (4.5%) if Distinguished. If assessment is not completed in accordance with this contract, the Assistant Superintendent’s Performance will be deemed "Proficient" and shall receive a three percent (3%) salary increase for the year. See Appendix B, Assistant Superintendent Evaluation Matrix.

- v. The District in so annually adjusting Compensation shall not be considered to have entered into a new Contract with the Assistant Superintendent or to have extended the termination date of this Contract.
- B. Benefits. The Assistant Superintendent shall receive the fringe benefits as are provided to Administrators under the District's Act 93 Contract, then in effect, except, if there is any difference between the benefits set forth in this Contract and the District's Act 93 Contract, the benefits most advantageous to the Assistant Superintendent shall control.
- i. Medical, Dental, and Vision Insurance. The Assistant Superintendent shall be entitled to medical, dental, and vision insurance benefits (if offered by the District to employees) as provided for in the District's Act 93 Contract.
 - ii. Life Insurance/Death Benefits. The District shall provide a term life insurance policy in an amount equal to the nearest \$1,000.00 of two (2) times the Assistant Superintendent's salary until age 70. Term life insurance is one (1) times the Assistant Superintendent's salary from age 70. The cost of the premiums for the life insurance policy shall be paid by the District and the beneficiary shall be designated by the Assistant Superintendent. If the Assistant Superintendent's death occurs during his employment with the District, the beneficiaries of the Assistant Superintendent shall be entitled to receive Severance pay as outlined in the District's Act 93 Contract. Beneficiaries shall be determined under the criteria established by the Pennsylvania School Employees' Retirement System (PSERS).
 - iii. Personal Leave. The Assistant Superintendent shall be entitled to five (5) personal leave days per year. Personal leave days shall be granted in full on July 1 of each fiscal year. Unused personal leave days may be carried forward to the next school year, but may not exceed the annual maximum carryover of five (5) days. Personal days that exceed the maximum carryover shall be converted to sick leave. Upon termination of employment for any reason, the Assistant Superintendent shall be paid in full for all unused personal leave days in the manner provided for in the District's Act 93 Contract. This payment shall be based upon the Assistant Superintendent's per diem compensation rate (1/260th) in effect at the time of termination.
 - iv. Vacation Leave. The Assistant Superintendent shall be entitled to twenty (20) vacation days per year. Vacation leave days shall be granted in full on July 1 of each fiscal year. Ten (10) unused vacation days may be carried forward from one fiscal year to the next. Upon termination of employment for any reason, the Assistant Superintendent shall be paid in full for all unused vacation days in the manner provided for in the District's Act 93 Contract. This payment shall be based upon the Assistant Superintendent's per diem compensation rate (1/260th) in effect at the time of the termination. Paid holidays shall be issued in accordance with the District's Act 93 Contract and shall not be considered for payment upon termination of employment.

- v. Sick Leave. The Assistant Superintendent shall be entitled to thirteen (13) sick leave days per year. Sick leave days shall be granted in full on July 1 of each fiscal year. Payment for all unused accumulated sick leave accrued during his employment at the District shall be made upon retirement in the manner provided for in the District's Act 93 Contract. This payment shall be based upon the Assistant Superintendent's one-half (1/2) per diem compensation rate (1/260th) in effect at the time of retirement. In addition to sick leave days accrued during his employment at the District, Dr. Anderson shall be permitted to transfer unused sick leave from previous employment: not to exceed sixty (60) days. Granted, however, there shall be no payment made upon retirement for such transferred unused sick leave from previous employment.
- vi. Comprehensive Medical Evaluation. The Assistant Superintendent agrees to have a comprehensive medical and visual examination not less than once every two (2) years nor more than annually during the term of this Contract, and to authorize the consulting physician to file with the President of the Board of School Directors a statement certifying to his physical and mental competency, which statement shall be held in confidence by the Board. The cost of said medical and visual examination shall be borne by the School District.
- vii. Professional Memberships. The District shall provide for the Assistant Superintendent's annual membership in at least three (3) professional associations. The cost of the memberships will be paid by the District.
- viii. Professional Development. The District recognizes the Assistant Superintendent's obligation to continue professional growth and development at seminars and conferences. The duties of the Assistant Superintendent require his presence at numerous meetings, conventions, and conferences in order that he can maintain awareness of current programs, problems, and information. His attendance at seminars, workshops, in-service programs, school activities, and graduation education programs is necessary to maintain the knowledge and skills required of his position. The District considers the expenses involved in such activities to be directly related to his duties and appropriate for reimbursement. Attendance at such events and participation in such programs shall be subject to Board approval within budget and policy limitations.
- ix. Expense 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, in accordance with District policy and procedures. The District shall also reimburse the Assistant Superintendent for mileage associated with use of his private vehicle in the performance of the Assistant Superintendent's duties which reimbursement shall be based on the then-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.
- x. Other Benefits. So long as such benefits and incentives are not duplicative of those specifically set forth in this Contract, the Assistant Superintendent shall be entitled to any and all benefits and incentives provided to any other District administrative employee, including but not limited to all benefits and

incentives specified in the District's administrator compensation plan adopted pursuant to Section 1164 of the Public School Code (24 P.S. 11-1164), even though such benefits are not enumerated in this Contract (i.e., District's Act 93 Contract). Any increase or decrease in benefits extended to District administrators during the Term of this Contract will also apply to the Assistant Superintendent and become part of this Contract. Nothing contained herein shall preclude the District from providing additional benefits and incentives to the Assistant Superintendent as may be agreed to by the parties.

5. Assessment of Performance. It is agreed by the parties hereto that a regular, annual, written formal assessment of performance shall be the means by which the School District shall assess the performance of the Assistant Superintendent.
 - A. Assessment. (see Appendix B) The performance assessment shall be conducted by the Superintendent, subject to review and approval by the Board of School Directors in executive session, no later than June 30 of each year. A format agreed upon by the Board of School Directors, the Superintendent, and the Assistant Superintendent shall be utilized. Any area-rated unsatisfactory or needs improvement shall, as much as possible, be supported by appropriate reference to particular situations and/or circumstances. The Assistant Superintendent shall have the right to make a written response to the evaluation. All parties shall respect the confidentiality of the discussions. Upon completion of the annual performance assessment, the Board shall post on the District website the date of the assessment and whether or not the Assistant Superintendent met the mutually agreed to objective performance standards.
 - B. Purpose. The purposes of the performance assessment shall be as follows:
 - i. To strengthen the working relationship between the School District, the Superintendent, and the Assistant Superintendent, enhance the Assistant Superintendent's effectiveness, and clarify for the Assistant Superintendent the responsibilities the Board and the Superintendent rely on the Assistant Superintendent to fulfill.
 - ii. To discuss and establish-goals for the ensuing year.
 - iii. To assist with establishing compensation and benefits for the ensuing year in accordance with the compensation and benefits provisions of this Contract.
 - iv. The performance of the Assistant Superintendent shall be assessed against the mutually agreed to objective performance standards set forth in the attached Appendix A. Such standards shall be posted to the District website.
6. Professional Liability. The Board agrees that it will defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while Assistant Superintendent was acting, or reasonably believed he was acting, within the scope of his employment and as such liability coverage is within the authority of the Board to provide under

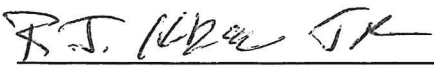


State law. The obligation of the District to defend, held harmless, and indemnify the Assistant Superintendent as set forth above shall apply even if the lawsuit in question occurs after the Assistant Superintendent retires or otherwise leaves the position of Assistant Superintendent, provided the events which gave rise to the lawsuit arose while the Assistant Superintendent was acting, or reasonably believed he was acting, within the scope of his employment as Assistant Superintendent and the indemnification costs are authorized under the Political Subdivision and Tort Claims Act. This obligation shall survive the termination of this Contract.

7. Reappointment. The District and Assistant Superintendent hereby agree that the following provisions shall be applicable for the term of this Contract, or any extension or renewal of this Contract. If, at any time, the Board of School Directors decides that it does not desire to renew the Contract of the Assistant Superintendent for another term, the Board of School Directors shall notify the Assistant Superintendent of its intent not to reappoint him in writing by certified mail, no later than ninety (90) days prior to the expiration date of the Term of this Contract. Should the Assistant Superintendent not be so notified, he shall be reappointed for a new term of one (1) year extending from the termination date of this Contract (i.e., June 30, 2026) and the terms and conditions of this Contract shall be shall remain effective. Upon the conclusion of the one (1) year extension, the Assistant Superintendent's term of office shall terminate unless the Board takes action prior to the expiration of the one (1) year term consistent with applicable law.
8. Termination. This Contract may be terminated prior to the end of the Term of this Contract as follows:
 - A. The Assistant Superintendent may be removed from office and subject to termination of this Contract at any time for valid and just cause and for reasons specified in Section 1080 of the Public-School Code and other applicable law.
 - B. In the event the Assistant Superintendent desires to terminate this Contract such termination shall occur only at the conclusion year in which the notice is received, unless the parties mutually agree otherwise. In addition, the Assistant Superintendent shall provide written notice to the President of the Board of School Directors as soon as possible but in no event later than sixty (60) days prior to the conclusion of the school year, unless the parties mutually agree otherwise.
 - C. This Contract may be terminated by the mutual consent, in writing, of the Assistant Superintendent and the Board. If this Contract is terminated in this manner, the School District shall immediately pay and provide to the Assistant Superintendent all of the aggregate compensation, salary, and benefits, including but not limited to insurance premiums and coverages and payment for unused leave, the Assistant Superintendent earned, accrued and/or is entitled to in accordance with this Contract through the mutually agreed upon effective date of the termination of this Contract plus any applicable post-employment and retirement benefits, if any, provided for in this Contract and any additional amount mutually agreed upon by the Board and Assistant Superintendent, provided the additional amount agreed to may not exceed:
 - i. The equivalent of one year's compensation and benefits if the Contract is terminated two or more years prior to the end of the Contract term; or;

- ii. The equivalent of one-half of the total compensation and benefits if the Contract is terminated less than two years prior to the end of the Contract term. In the event of termination by mutual consent, the Board shall not negatively evaluate or provide any negative job reference or information regarding the Assistant Superintendent's work performance, except as may be required by law.
- 9. Modification. This Contract shall not be amended, changed or modified, except in writing and approved of and signed by the Assistant Superintendent and approved of by the Board and signed by a duly, authorized officer(s) of the Board.
- 10. Savings. Should any provision of this Contract be declared illegal or unenforceable by a court of competent jurisdiction, said provision shall be deleted from this Contract to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the Contract if not affected by the deleted provision. If at any time thereafter such provision shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.
- 11. Obligations. This Contract shall be binding upon and shall inure to the benefit of District and its duly authorized representatives and successors. This Contract shall be binding upon and shall inure to the benefit of the Assistant Superintendent and, to the extent applicable, his personal representatives and heirs.
- 12. Statutory Reference. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of the Public School Code.
- 13. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any action pertaining to this Contract shall be brought only in the courts having jurisdiction in York County, Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Contract to be duly executed the day and year first written above.

SOUTH EASTERN SCHOOL DISTRICT:

By:	<u></u>	<u>7/20/2023</u>
	VICE-President, Board of School Directors	Date
ATTEST:	<u></u>	<u>7/20/2023</u>
	Secretary, Board of School Directors	Date
By:	<u></u>	<u>7/20/2023</u>
	Dr. Gregory Anderson, Assistant Superintendent	Date

APPENDIX A

OBJECTIVE PERFORMANCE STANDARDS ASSISTANT SUPERINTENDENT SOUTH EASTERN SCHOOL DISTRICT

Student Growth and Achievement

Assistant 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 Superintendent and 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.

Organizational Leadership

Assistant Superintendent has worked collaboratively with the Superintendent and Board of School Directors 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.

District Operations and Financial Management

Assistant Superintendent works collaboratively with the Superintendent to manage effectively; ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and assists in directing overall operational activities within the district.

Communication and Community Relations

Assistant Superintendent communicates with and effectively engages the staff 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.

Professionalism

Assistant 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. Assistant 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.

APPENDIX B

**SOUTH EASTERN SCHOOL DISTRICT
ANNUAL GOALS**

Name: _____ Administrative Position: Assistant Superintendent

Student Growth and Achievement
Assistant 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 Superintendent and the Board of 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 developed measures.
Goal:
Action Steps: <ul style="list-style-type: none">•
Evidence Collected/Activities Completed <ul style="list-style-type: none">•

Points _____ (10 possible points)

Organizational Leadership
Assistant Superintendent has worked collaboratively with the Superintendent and Board of School Directors 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 of the district.
Goal:
Action Steps: <ul style="list-style-type: none">•
Evidence Collected/Activities Completed <ul style="list-style-type: none">•

Points _____ (10 possible points)

District Operations and Financial Management
Assistant Superintendent works collaboratively with the Superintendent to manage effectively, ensuring completion of activities associated with the annual budget; overseeing distribution of resources in support of district priorities; and assists in directing overall operational activities within the district.
Goal: Action Steps: <ul style="list-style-type: none"> •
Evidence Collected/Activities Completed
<ul style="list-style-type: none"> •

Points _____ (10 possible points)

Communication and Community Relations
Assistant Superintendent communicates with and effectively engages the staff 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.
Goal 1: Action Steps: <ul style="list-style-type: none"> •
Goal 2: Action Steps: <ul style="list-style-type: none"> •
Evidence Collected/Activities Completed
<ul style="list-style-type: none"> •

Points _____ (10 possible points)

<p>Professionalism</p> <p>Assistant 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. Assistant Superintendent additionally works to individually reflect upon his/her effectiveness within the role, and works to improve effectiveness through the use of professional development literature and activities.</p>
<p>Goal:</p> <p>Action Steps:</p> <ul style="list-style-type: none"> •
<p>Evidence Collected/Activities Completed</p> <ul style="list-style-type: none"> •

0-10 Point Scale

Failing	Needs Improvement	Proficient	Distinguished
0	1-3	4-8	9-10

Points _____ (10 possible points) Total Goal Points _____ (50 possible points)

SOUTH EASTERN SCHOOL DISTRICT Administrative Evaluation System

To be completed by the Superintendent

Part I- Domain Criteria

Domain 1: Strategic/Cultural Leadership		Score
1a.	Creates an organizational vision, mission, and strategic goals.	
1b.	Uses data for informed decision making.	
1c.	Builds a collaborative and empowering work environment.	
1d.	Leads change efforts for continuous improvement.	
1e.	Celebrates accomplishments and acknowledges failures.	

Domain 2: Systems Leadership		Score
2a.	Leverages human and financial resources.	
2b.	Ensures school safety.	
2c.	Complies with federal, state, and LEA mandates.	
2d.	Establishes and implements expectations for students and staff.	
2e.	Communicates effectively and strategically.	
2f.	Manages conflict constructively.	
2g.	Ensures a high quality, high performing staff.	

Domain 3: Leadership for Learning		Score
3a.	Leads school improvement initiatives.	
3b.	Aligns curricula, instruction, and assessments.	
3c.	Implements high quality instruction.	
3d.	Sets high expectations for all students.	
3e.	Maximizes instructional time.	

Domain 4: Professional and Community Leadership		Score
4a.	Maximizes parent and community involvement and outreach.	
4b.	Shows professionalism.	
4c.	Supports professional growth.	

0-3 Point Scale

Failing	Needs Improvement	Proficient	Distinguished
0	1	2	3

Total Number of Domain Criteria Points _____ (60 possible points)

SOUTH EASTERN SCHOOL DISTRICT Administrative Evaluation System

To be completed by the Superintendent

Part II- Assistant Superintendent Job Specific Criteria

Job Specific Criteria		Score
A.	Direct the processes for curriculum development, coordination and evaluation.	
B.	Coordinate a meaningful program of in-service and continuing staff development activities for certificated staff.	
C.	Coordinate district-wide programs and procedures regarding pupil services and oversee their proper implementation.	
D.	Serve as a representative to Intermediate Unit Advisory Councils, particularly those dealing with curriculum and instruction, staff development and federal programs.	
E.	Represent the District's interests in Research and Information Services for Education and State testing.	
F.	Responsible for the district-wide testing program.	
G.	Coordinate external communications through district-wide publications.	
H.	Coordinate internal communications and dissemination of information regarding area of primary responsibility.	
I.	Develop and implement state and federally-funded programs to enhance to the District's curriculum and programs.	
J.	Assist the Superintendent in the preparation of the annual budget.	
K.	Assist the Superintendent in coverage of meetings and representation at extracurricular functions.	
L.	Attend Board meetings and prepare such reports as directed.	
M.	Serve as chief school administrator in the absence of the Superintendent.	
N.	Perform such other tasks and assume responsibility for duties that may be assigned by the Superintendent of Schools.	

0-3 Point Scale

Failing	Needs Improvement	Proficient	Distinguished
0	1	2	3

Total Number of Job Specific Criteria Points _____ (42 possible points)

Comments:

Areas of Focus for the _____ School Year:

Percentage	Rating
94%- 100%	Distinguished
75%- 93%	Proficient
61%- 75%	Needs Improvement
60% or Below	Failing

Number of Points Received _____ Total Possible Points _____

Percentage _____

Final Rating _____

Supervisor's Signature: _____ Date: _____

Employee's Signature: _____ Date: _____