

**BETHEL PARK SCHOOL DISTRICT
DISTRICT SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT, made and entered into this 13th day of December, 2005, by and between the **BOARD OF SCHOOL DIRECTORS OF THE BETHEL PARK SCHOOL DISTRICT** (hereinafter referred to as "School District"),

A
N
D

THOMAS A. KNIGHT, PH.D. (hereinafter referred to as "Superintendent").

PREAMBLE

WHEREAS, the Board of School Directors of Bethel Park School District at a meeting of said Board duly and properly called on the 13th day of December, 2005, did appoint Thomas A. Knight to the Office of District Superintendent in accordance with the provisions of Sections 508, 1071 and 1073 of the Pennsylvania Public School Code of 1949, as amended (24 P.S. §1-101 et. seq.); 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 do hereby agree as follows:

ARTICLE I. TERM

1.0 Term. The School District does hereby elect and appoint Dr. Thomas A. Knight to the position of Superintendent of Schools of the Bethel Park School District for a term of Five (5) years commencing January 19, 2006, and terminating January 18, 2011.

1.1 Renewal or Extension. Any renewal or extension of the Superintendent's term beyond the term of this Agreement shall be made pursuant to the provisions contained in the Public School Code of 1949, as amended.

1.2 Mutual Termination. In the event the Superintendent's contract is terminated by mutual consent prior to its effective termination date, the School District shall have no further responsibility or liability of any nature whatsoever to the Superintendent, including any severance payments or other retirement benefits.

1.3 Contract Year. All references in this Agreement to "contract year" shall mean the period of time from January 19 to the following January 18.

ARTICLE II. DUTIES

2.0 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. He further agrees to subscribe to and take proper oath of office before entering upon his duties.

2.1 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.

2.2 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,

ARTICLE III. PERFORMANCE ASSESSMENTS

3.0 Evaluation. The Board of Directors and the Superintendent shall meet for purposes of establishing mutual goals and objectives. The evaluation instrument or format shall be based upon achievement of goals, job performance and other criteria to be mutually established by the parties. The evaluation instrument or format established by the Board of School Directors shall be utilized for future evaluations in accordance with the Evaluation Procedures set forth below:

1. The Superintendent is evaluated annually by the Board.
2. The Superintendent will work with the Board in jointly specifying the goals and objectives for the year. The yearly developed Board goals also become part of the Superintendent's goals.
3. The Superintendent will also do a self-assessment as to his performance on the yearly goals. This will be shared with the Board. The Board will assess the Superintendent on the goals and share results with the Superintendent.
4. The rating of the Superintendent is to be done in the spring of each year and is completed in private session with the Board. However, due to his starting date, the Superintendent's first evaluation shall occur prior to the end of the 2005-2006 school year. His evaluation is based on the progress made by the Superintendent towards completing the goals that were agreed to by the Superintendent and Board, and by the comprehensive job description for the Superintendent.

The Superintendent evaluates other administrators as per the District's organizational chart and shares these ratings with the Board in executive session.

3.1 Evaluation Conferences. A regular and annual formal assessment of the Superintendent's performance and future goals shall be the means

by which the School District shall assess the performance of the Superintendent. The performance assessment shall be conducted in a private session limited to members of the Board of School Directors and the Superintendent. The evaluation instrument or format established by the Board of School Directors shall be utilized. Both parties agree that performance assessments shall be privileged and that each party shall respect the confidentiality of the discussions. Nothing contained herein, however, shall prevent the School District from using any such evaluation in a dismissal hearing properly brought under Section 1080 of the Public School Code of 1949, as amended.

3.2 Purpose of Performance Assessment. The purposes of the performance assessment shall be as follows:

- A. To strengthen the working relationship between the School Board and the Superintendent;
- B. Enhance the Superintendent's and School Board's effectiveness;
- C. Clarify for the Superintendent the responsibilities the School Board relies upon him to fulfill;
- D. To discuss and establish the Superintendent's goals for the ensuing year; and
- E. To establish future compensation for the ensuing year.

3.3 Termination for Cause. The School District shall have the right to terminate this Agreement and dismiss the Superintendent for any of the causes set forth in Section 1080 of the Public School Code of 1949, as amended (24 P.S. §10-1080).

ARTICLE IV. COMPENSATION

4.0 Salary. The Superintendent's salary shall be \$130,000.00 per annum commencing January 19, 2006. Succeeding years' compensation shall be determined as of the anniversary date of the Superintendent's date of hire, and shall be

based on an evaluation of performance. 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.

ARTICLE V. FRINGE BENEFITS

5.0 Vacation. Superintendent shall receive twenty (20) days of vacation per annum, commencing as of January 19, 2006. In the event the Superintendent elects to work as opposed to taking a vacation day, the School District shall buy back up to five (5) days of the vacation days worked, and the Superintendent shall be paid his per diem rate for each of those days. In the event the Superintendent's employment with the District should terminate prior to the expiration of this Agreement, vacation days received and the District's obligation to buy back vacation days worked 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.

5.1 Personal Days. The Superintendent shall receive three (3) emergency or personal days without loss of pay in each full contract year, beginning with the first year of service. A maximum of six (6) accrued personal days may be taken in any contract year. At the beginning of each contract year any personal days accumulated in excess of six (6) shall be credited and paid to the Superintendent at the end of his employment with the School District. Emergency days are provided to allow for absence due to family or individual emergencies. Personal business days are provided to handle business which cannot be conducted at any other time except on a school day. The nature or reason of the absence must be generally stated on an

absence request form. Approval must be obtained from the President of the Board of School Directors.

5.2 Sabbatical Leave. The Superintendent shall be entitled to sabbatical leave in accordance with the applicable provisions of the Public School Code of 1949, as amended.

5.3 Activity Pass. The Superintendent shall be issued a faculty activity pass which will entitle him and one guest to free admission to all school sponsored activities. The Superintendent shall be entitled to two (2) complimentary reserved seat tickets for use at home football games.

5.4 Mileage Allowance. The School District shall provide the Superintendent in performance of his duties mileage expense reimbursement in the amount established by the Internal Revenue Service then in effect. The Superintendent shall not be entitled to any mileage expense reimbursements for purposes of commuting to and from work.

5.5 Sick Days. The Superintendent shall be eligible for twelve (12) sick days commencing with each contract year. Any such unused sick days shall be cumulative from contract year to contract year without limitation. All or any part of such accumulated unused sick days may be taken with full pay in any one or more contract years. The Superintendent may transfer up to forty-five (45) accumulated sick days for which he is credited at East Allegheny School District to Bethel Park School District. Any such days transferred will be used by the Superintendent before sick days that have been earned within the District, and shall not be used as part of severance as set forth in Article V, Section 5.9.

5.6 Life/Disability Insurance. The Superintendent shall be entitled to a \$500,000 term life insurance policy. In the event the Superintendent is unable to pass a physical exam or a policy cannot be issued at a standard rate, the School District shall have no further obligation to provide life insurance. The Superintendent shall receive paid disability insurance coverage as is provided from time to time by the School District to its Administrators.

5.7 Physical Examination. The Superintendent shall be entitled to receive one (1) physical examination during each contract year. This annual physical examination shall include a stress test. The physical examination will be given by a physician designated by the School District. The Superintendent shall present his Group Hospital-Medical Insurance Card to the physician at the time of the examination. The School District will reimburse the Superintendent for any additional costs that are not covered by the insurance.

5.8 Administrative Employee Benefits. During the term of this Agreement, the Superintendent shall receive the following additional fringe benefits, which benefits shall be the same as those from time to time provided to the School District's twelve (12) month administrative employees:

- A. Holidays;
- B. Group hospital-medical insurance, dental care and vision care. The Superintendent shall pay an annual premium contribution for the foregoing insurance plans in the same manner as the District's twelve (12) month administrative employees;
- C. Personal property insurance;
- D. Liability insurance;
- E. Bereavement Leave;

- F. Military Leave;
- G. Tuition Aid;
- H. Travel and accident insurance;
- I. In-service death benefit;
- J. Conferences, meetings and seminars;
- K. Payroll deduction plans at the Superintendent's Expense;
- L. Legal counsel via AASA;
- M. Professional Dues.

With regard to meetings, conventions and seminars, at a minimum, the Superintendent shall be authorized to attend at least one (1) in-state educational conference and one (1) national education conference of his choice per school year. The District considers the expenses involved in such activities to be directly related to the Superintendent's duties and appropriate for reimbursement. Expense reimbursement for such activities shall be provided in accordance with procedures described in School District policy.

Unless specifically agreed in writing between the parties, the Superintendent shall only be entitled to the referenced benefits enumerated in this Section 5.8 while they are being provided to the School District's twelve (12) month administrative employees. For example, if during the term of this Agreement, bereavement leave for said administrative employees would be eliminated, altered or reduced, the Superintendent's bereavement leave would likewise be eliminated, altered or reduced.

5.9 Retirement. Upon termination of employment by retirement (as that term is used under the provisions of the Pennsylvania Public School Employee

Retirement Act), the Superintendent shall be entitled to receive severance pay computed by multiplying his then current per diem salary (current annual salary divided by 260) times the number of his accumulated unused sick leave days, which shall in no event exceed a total of fifty (50) days, earned while employed by the Bethel Park School District and personal days or an allowance of two days for each year of service in the School District whichever is greater. The Group Healthcare benefits being provided to the Superintendent at the time of his retirement will be maintained for both the Superintendent and his spouse, if applicable, until the Superintendent deceases or is eligible to receive Medicare, whichever occurs first. In the event the Superintendent deceases prior to Medicare eligibility, then the School District shall continue to provide such medical insurance to the Superintendent's spouse until the earlier of her death or the date on which the Superintendent would have become eligible to receive Medicare. The Superintendent, or the Superintendent's spouse in the event the Superintendent pre-deceases, shall be responsible for contributions to the insurance premium in accordance with the School District's employee contribution schedule including any annual increases in that schedule for so long as the Superintendent or spouse is eligible for such benefits. Provided, however, in the event the Superintendent, or his spouse if Superintendent should predecease spouse, becomes employed and such employer offers healthcare coverage, the School District shall have no further obligation from the date of such employment to provide the Group Healthcare benefits to either the Superintendent and/or his spouse as provided for in this Paragraph. In the event the Superintendent terminates his employment prior to the expiration of this agreement,

other than for terminal illness, any and all severance payments and other retirement benefits provided herein shall be forfeited.

5.10. Teaching. The Superintendent shall be permitted to teach evening courses at local colleges and/or universities so long as the teaching duties do not interfere with his duties as Superintendent.

ARTICLE VI. MISCELLANEOUS

6.0 Severability Clause. Should any term, condition, clause or provision of this 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 effected by the deleted term, condition, clause or provision.

6.1 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.

6.2 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

6.3 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.

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

ATTEST:

BETHEL PARK SCHOOL DISTRICT

Bernard P. Stant
Secretary

By Susan C. Hart
President of Board

WITNESS:

Thomas A. Knight
Thomas A. Knight