

## **ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT**

*THIS ASSISTANT SUPERINTENDENT EMPLOYMENT AGREEMENT* (“Agreement”), made and entered into this 12th day of June, 2017 by and between:

The **BOARD OF SCHOOL DIRECTORS** (“Board”) **OF THE STATE COLLEGE AREA SCHOOL DISTRICT**, a school district of the second class organized and existing under and pursuant to the Public School Code of 1949, as amended, 24 P.S. Section 101 et seq. (“School Code”), and having its administrative offices at 240 Villa Crest Drive, State College, Pennsylvania 16801 (“School District”) and **VERNON JOSEPH BOCK**, an individual with a mailing address of 133 Windward Lane, Port Matilda, PA 16870 (“Mr. Bock”).

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

1. The District does hereby employ Mr. Bock to serve in the capacity of Assistant Superintendent for a term of five (5) years, commencing on the 1st day of July, 2017 and ending on the 30th day of June, 2022. Mr. Bock agrees to accept said employment for said term.
2. During the term of this Agreement, Mr. Bock shall serve as Assistant Superintendent, and shall perform the duties of the Assistant Superintendent in a competent and professional manner, and in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the District, and the regulations of the Board, as each may be amended from time to time.
3. Mr. Bock covenants that he possesses, and shall continue to possess during the term of this Agreement, and any renewals and extensions hereof, all of the qualifications that are required by law to serve as Assistant Superintendent. Mr. Bock shall devote his time, skill, labor, and attention to said employment during the term of this Agreement, provided, however, that Mr. Bock, at his discretion and to the extent not prohibited by the laws of the Commonwealth of Pennsylvania, the policies of the District, the regulations of the Board of School Directors, or the Superintendent, may undertake speaking engagements, writing, lecturing, or other professional duties and activities, so long as any such undertakings do not interfere with the performance of his duties as Assistant Superintendent. Any compensation for such undertakings shall belong to Mr. Bock.
4. Mr. Bock expressly warrants and represents that he does not and will not have, during the term of this Agreement, any financial interest, direct or indirect, in the sale or adoption of any book or books, or supplies to the District. Mr. Bock expressly warrants and represents that he has not and will not accept, during the term of this Agreement, any compensation for services rendered in connection with the public schools within the District, except the compensation provided for in this Agreement. Mr. Bock further warrants that he has not violated the provisions of the School Code as they apply to the qualification for Assistant Superintendent.

5. Prior to August 1 of each year during the term of this Agreement, the Superintendent shall meet with Mr. Bock to have a private discussion of their working relationship, evaluation of job performance, salary review, and a discussion of objective performance standards and district goals for the ensuing year. The performance of Mr. Bock shall be assessed in part against the objective performance standards that have been mutually agreed upon by the Board, Superintendent and Mr. Bock subject to the requirements of Act 82 of 2012. The Superintendent will also assess Mr. Bock's performance in part against mutually agreed upon annual goals. As required by law, the Board shall post annually the mutually agreed upon objective performance standards on the District website and shall also annually post the date of Mr. Bock's annual performance assessment and whether or not Mr. Bock met the agreed upon objective performance standards. No other information regarding Mr. Bock's performance assessment shall be posted on the District website or in any other manner disclosed by the District unless expressly required to do so by state or federal law. By January 30 of each school year, the Superintendent shall provide Mr. Bock with written feedback regarding his performance in regard to the above mentioned performance standards and annual goals for the then current school year.

6. Mr. Bock shall attain and maintain membership in, and become and remain active in applicable professional associations, the specific scope and extent of which shall be outlined by the Superintendent. The District shall pay and/or reimburse Mr. Bock for the reasonable costs associated therewith.

7. For the school year commencing on July 1, 2017, the District shall pay to Mr. Bock and Mr. Bock accepts an annual salary of \$142,000 U.S. dollars, prorated for any partial year. The amount so determined shall be paid in equal installments in accordance with the policy of the District governing salary payments to the majority of regularly employed professional employees of the District, or as otherwise agreed between the parties hereto. Commencing on July 1, 2018, and each July 1 thereafter through the end of the term of this agreement, Mr. Bock's salary shall be increased by two (2%) per cent, and upon satisfactory completion of mutually agreed upon goals, he shall be eligible for up to an additional one and one-half (1.5%) per cent, which shall become a part of the base salary. Any adjustment to Mr. Bock's salary pursuant thereto shall be in the form of an amendment to this Agreement and shall become part of this Agreement.

8. On or before June 30, 2018, and on or before each June 30 thereafter through the end of the term of this agreement, the District shall pay into Mr. Bock's 403(b) account the sum of two and one-half (2.5%) percent of his annual salary of year just ended plus \$3,100.

9. Mr. Bock's work year shall consist of two hundred sixty-one (261) days).

10. The District shall provide benefits to Mr. Bock as enumerated in the then existing Act 93 Administrative Compensation Plan for Administrators unless specifically otherwise set forth herein, in which case the provisions set forth herein shall control.

11. Subject to usual and customary underwriting approval, the District shall provide and/or reimburse Mr. Bock for the cost of a term life insurance policy in the amount of twice his annual salary.

12. Mr. Bock shall receive twenty-six (26) vacation days annually, exclusive of legal holidays. Vacation shall be taken during the fiscal year in which it is earned unless provided otherwise by District Policy or authorized by Board action. Notwithstanding the foregoing, Mr. Bock may accumulate vacation days up to two times the annual accumulation. Mr. Bock may also elect to work instead of taking vacation days, and if he so elects, he may do so for a maximum of eight (8) days annually, and he shall be compensated at his then per diem rate for each day so worked.

13. The District shall reimburse Mr. Bock for graduate credits necessary to earn a doctorate degree in educational leadership. Mr. Bock agrees to remain with the District for at least six months following completion of each course or forfeit reimbursement for the applicable course(s).

14. The District further agrees that it shall, to the extent covered by its insurance policies and as otherwise required by applicable law, defend, hold harmless, and indemnify Mr. Bock from any and all demands, claims, suits, actions, and legal proceedings brought against Mr. Bock in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while Mr. Bock was acting within the scope of his employment. This obligation shall survive the termination of this agreement.

15. Mr. Bock shall throughout the term of this Agreement be subject to discharge for good and just cause, to include but not be limited to reasons set forth in the School Code. The District shall not arbitrarily and capriciously call for his dismissal and that Mr. Bock shall in any event have the right to service of written charges, adequate notice of hearing, a fair hearing, and all elements of due process. Mr. Bock shall have the right to be represented by counsel at his sole cost and expense. This Agreement and Mr. Bock's employment may also be terminated early prior to the end of the term of the Agreement upon any of the following events: (1) mutual written agreement of Mr. Bock and the District; or (2) Mr. Bock voluntarily resigns provided that Mr. Bock gives the District written notice at least ninety (90) days prior to the effective date of his resignation. The District may, in its sole discretion, waive or reduce this advance notification requirement.

16. Reappointment or non-renewal of Mr. Bock's contract as Assistant Superintendent shall be in accordance with the School Code. Additionally, in the event the District chooses to not continue Mr. Bock's employment with the District beyond June 30, 2022, it will provide Mr. Bock with its intention not to continue his employment no later than December 1, 2021.

17. This Agreement, to include the exhibits, is the entire agreement between the parties, and except as specifically provided herein, may only be amended in a writing signed by the parties hereto.

18. If any clause or portion of this Agreement is found to be unlawful or unenforceable, the remainder of this Agreement shall not be affected by such finding and shall remain in force.

19. This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, or assigns.

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

**STATE COLLEGE AREA SCHOOL DISTRICT**

By: \_\_\_\_\_  
Amber Concepcion, President  
Board of School Directors

Attest: \_\_\_\_\_  
Mary Jenn Dorman, Board Secretary

**ASSISTANT SUPERINTENDENT**

By: \_\_\_\_\_  
Vernon J. Bock

Witness: \_\_\_\_\_