EMPLOYMENT AGREEMENT BETWEEN THE SELINSGROVE AREA SCHOOL DISTRICT AND MICHAEL J. SOKOLOSKI

This agreement is made this 11th day of March 2024, by and between the Board of Directors (hereinafter "Board") of the Selinsgrove Area School District (hereinafter "School Entity"), which has its principal offices located at 329 Seals Avenue, Selinsgrove, in the County of Snyder, Pennsylvania, and Michael J. Sokoloski (hereinafter "Business Administrator"), who resides at 51 High Rd. Ashland, Pennsylvania, 17921. It is agreed that the Board hereby employs the Business Administrator and Business Administrator hereby accepts employment with the School Entity. It is further agreed that such employment shall be subject to the following terms and conditions, including those stated in any appendices hereto:

1. Duties of Employment

- A. The Business Administrator's official title shall be Business Manager.
- B. The Business Administrator shall be responsible for the adequate and efficient organization and conduct of the School Entity's business affairs in accordance with such policies as the School Entity may adopt, and for keeping the School Entity informed about its business affairs and finances and about the status of the business office and its operations. These duties are further described in the Job Description contained in Appendix A hereto.
- C. The duties of the Business Administrator that are stated in this Agreement and its appendices may be changed or supplemented only by a written amendment that is agreed to and signed by the Board and the Business Administrator and that states such changes and/or supplemental duties.
- D. The Board agrees to provide at least 90 days prior to expiration of this Agreement written notice of its intention not to renew this Agreement. Unless this notice is provided, the current terms of the agreement will automatically renew for one additional fiscal year.

2. Salary and Benefits

- A. The salary of the Business Administrator for the 2024-2025 school year shall be One Hundred Twenty-Seven Thousand (\$127,000.00) Dollars. The Business Administrator's annual salary shall be paid in equal installments with one installment due on each regular payday of the School Entity.
- B. During the subsequent years of this contract the Business Administrator's salary shall be increased by 3% if the Business Administrator's performance is rated as "Satisfactory" on his annual performance assessments. The 3% annual salary increase shall begin on July 1, 2025 and continue on July 1st of each subsequent year of the agreement.
- C. Additional discretionary increases based on the annual performance review of the Business Administrator may be granted by the board. Any discretionary increases will be considered either one-time bonus payments or accruing payments onto the base salary as determined by the Board.
- D. In addition to annual salary, the Business Administrator shall be entitled to such fringe benefits and employment rights as are applicable and made available to school administrators of the School Entity under the Administrator Benefit and Compensation Plan adopted by the School Entity pursuant to Section 1164 of the Public School Code, as amended, as follows:
 - 1. The position is twelve (12) months less twelve (12) paid holidays. The Business Administrator shall also be eligible for up to 9 approved days annually for work that was required to be completed evenings and weekends. These days can be used in ½ day increments with approval of the Superintendent. These days do not carry over nor is there any option for compensation.
 - 2. The Board shall provide the Business Administrator with periodic opportunities to discuss Business Administrator/Board relationships and shall inform the Business Administrator in writing, at least annually, of any inadequacies as perceived by the Board.
 - 3. The School Entity agrees that it will defend, hold harmless and indemnify the Business Administrator from any and all demands, claims, suits, actions and

- legal proceedings brought against the Business Administrator in his individual capacity or in his official capacity as agent and employee of the School Entity, provided the incident arose while the Business Administrator was acting within the scope of his employment and as such liability coverage is within the authority of the School Entity to provide under state law.
- 4. The Business Administrator shall be provided, at District expense, the opportunity to pursue continuing/graduate education courses or programs. He shall receive reimbursement for tuition costs at the actual rate for accredited programs. Reimbursement will be made as soon as proof of payment is provided. If the course grade is less than a "C", the employee will have to repay the district for the tuition. The number of reimbursable credits is limited to 18 per year. Such reimbursement shall be 100% for the grade of "B" or higher, and 50% for a grade of "C." There shall be no reimbursement for a grade of less than a "C" or a withdrawal. If a course is offered only as a pass/fail, then "pass." All courses must receive prior approval from the superintendent. If the business administrator leaves the district for employment elsewhere or is terminated for cause within one year after a reimbursement, he shall repay 100% of that reimbursement.
- 5. The Business Administrator shall receive 23 days of paid time off annually. If in the course of performance of the Business Administrator's professional duties and obligations related to the operation of the school district, the Business Administrator is unable to take all of his annual allotment of days; up to 10 days may be carried over into the next school year.
- 6. The employer shall make an annual non-elective employer contribution to the employee's 403(b) in an amount equal to 4% of the annual salary. The employee shall have no cash option.
- 7. Upon separation of service with the District, the Business Administrator shall be reimbursed for all unused vacation days and up to 12 of the annual unused sick days at the per diem rate at the time of separation (annual salary/240). Upon retirement or death, provided the last ten years of service have been in

the Selinsgrove Area School District, the Board shall pay to said employee or designated beneficiary the sum of one hundred dollars (\$100.00) for each year of service in the Selinsgrove Area School District up to thirty (30) years with the maximum amount paid not to exceed \$3,000. This amount shall be paid upon the death of the employee or upon the completion of the final years' service. This amount shall not be included as part of the gross paid to the employee during his/her final years' service but shall be handled as a separate item.

- 8. When an employee, with at least 24.5 years of credited service with PSERS, notifies the District six months prior to his/her intent to retire date, the school district will make a payment of \$5,000 as an additional retirement bonus.
- 9. The Board of Education shall provide the Business Administrator with fringe benefits as outlined in the Administrator Benefit and Compensation Plan (Act 93) in regard to professional leave, visitation, group hospitalization, medical insurance, dental insurance, vision reimbursement, retirement severance, mileage, etc. except as follows:
 - a) The Business Administrator, spouse, and eligible dependents shall be provided medical, dental, and vision insurance coverage under the District's health plan. This benefit will continue until Medicare eligible at a cost to the employee described below, provided the Business Administrator's retirement shall be a regular PSER's retirement, and the term of this agreement is fulfilled in its entirety. Should the Business Administrator continue working elsewhere and be eligible for health insurance, then the Business Administrator shall forfeit this benefit. Benefit Cost Structure:

2024-2025- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

2025-2026- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

2026-2027- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

2027-2028- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

2028-2029- PPO/HMO \$250 Plan, 9.0% Premium Share of coverage selected by employee

- *The Business Administrator may elect to opt out of the district healthcare plan and receive a \$7,500 payment in June of that year.
- b) The Business Administrator shall be covered by term life insurance protection for the duration of employment with the Selinsgrove Area School District; the face value of the protection to be two times the Business Administrator's salary to the nearest \$1,000.
- c) The Business Administrator shall be entitled to 12 sick leave days per year. Sick leave days may accumulate.
- d) The Board of Directors shall provide the following additional fringe benefits for said Business Administrator:
 - i. The Business Administrator may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for expenses in connection therewith with approval of the superintendent.
 - ii. The Business Administrator shall receive the same leave of absence privileges for death in the family or because of the death of a near relative as granted to professional employees.
 - iii. The Business Administrator shall be provided membership in professional associations approved by the Superintendent; cost to be incurred by the District.
 - iv. The Business Administrator shall be entitled to sick leave bank privileges.
 - v. The School District shall provide Business Administrator with
 a laptop computer to be utilized at his convenience at all times.
 In addition, the School District shall provide, at its sole cost

and expense, a data phone with data and text plans to be utilized through the term of this Agreement. Upon the expiration of his employment, Business Manager shall return the phone and laptop to the School District.

The Employee agrees to faithfully fulfill all aspects of the contract. The Board of School Directors agrees to enter into contract with intent to fulfill all aspects of the contract.

3. General Provisions

- A. This Agreement and all appendices, addenda, and amendments made part thereof shall be binding upon the Board and the School Entity and upon their successors and assigns.
 - If any provision of this Agreement were declared illegal by final decision of a court of this Commonwealth, said provision shall be deemed deleted from this Agreement and the remaining provisions shall remain in full force and effect if not otherwise affected by said deletion.
 - 2. The provisions of this Agreement and its appendices may not be changed or supplemented except in written amendment that has been agreed to and signed by both parties.
 - 3. This Agreement covers a time period from June 17, 2024 to June 30, 2029.

Appendix A: Evaluation Tool

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

SELINSGROVE AREA SCHOOL DISTRICT

President, Board of School Directors

Date

3/11/24

ATTEST: Secretary, Board of School Directors

03/11/2024 Date

Date

Michael J. Sokoloski

By: Muchal Da

Michael J. Sokoloski, Business Administrator

Date