

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

THIS AGREEMENT is made and entered this 15th day of June, 2006, by and between the Board of School Directors of the Columbia Borough School District with offices located at 200 North Fifth Street, Columbia, PA 17512 (hereinafter referred to as "District") and Dr. Barry Clippinger, [REDACTED] (hereinafter referred to as "Dr. Clippinger", "Superintendent" or "the Superintendent").

WHEREAS, the Board of School Directors of the District, at a regularly scheduled meeting duly and properly called on the 15th day of June, 2006, did appoint Dr. Clippinger to the office of District Superintendent for the District in accordance with the provisions of Sections 508, 1071 and 1073 of the Public School Code of 1949; 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 hereby, and in consideration of the mutual covenants contained herein, agree as follows:

1. Term. The Board, in consideration of the promises herein contained, has employed Dr. Clippinger and Dr. Clippinger hereby accepts said employment as Superintendent of Schools of the Columbia Borough School District for a term of five years from August 14, 2006 to June 30, 2011.

2. Authority of the School Board/Direct and District Superintendent.

The District, on its own behalf and on behalf of the electors of the District, and the Superintendent hereby retain and reserve all power, rights, authority, duties and responsibilities conferred upon and invested in it and in him respectively by the laws and the Constitution of the Commonwealth of Pennsylvania save for any power or rights limited by the express terms of this Agreement.

3. Professional Certification. As a condition precedent to this contract, the Superintendent shall continue to hold a valid Superintendent's certificate issued by the Department of Education, Commonwealth of Pennsylvania.

4. Duties and Full-Time Employment.

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

(A) The Superintendent shall be charged with the administration of the schools under the direction of the Board of School Directors. The Superintendent shall be the Chief Executive Officer of the District and, as such, shall be responsible for:

(1) recommending the employment of all employees and directing and assigning teachers and other employees of the schools under his supervision; and

(2) organizing, supervising, and arranging the administrative and supervisory staff; and

(3) suggesting policies, regulations, rules and procedures deemed necessary for the efficient and proper operation of the District; and

(4) recommending annual objectives for the District consistent with the direction and priorities established by the Board; and

(5) establishing and maintaining effective procedures and controls for expenditures of all school funds in accordance with the annual school budget, subject to the direction and approval of the Board; and

(6) involving the Board no later than the end of January each year in the preparation of the annual budget; and

(7) providing the Board with information pertinent to its legislative roles; and

(8) preparing and submitting to the Board all matters requiring legal action; and

(9) attending all Board Meetings as may be required from time to time, and submitting a formal Superintendent's report, at the regular meetings; and

(10) informing the Board as to the operation of the school system and making recommendations for the more efficient operation thereof; and

(11) performing all duties incident to the office of the District Superintendent as set forth in the Public School Code and such other duties as may be legally prescribed by the Board of School Directors.

(B) The Superintendent shall have a seat on the Board of School Directors and the right to speak on all issues before the Board but shall not have the right to vote. The Superintendent shall have the right to attend all regular and special meetings of the Board and all committee meetings thereof, excepting those relating to his own employment, and shall serve as advisor to the Board and its committees in all matters affecting the District. The Board, individually and

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for study, disposition, or recommendation as is appropriate.

(C) The Superintendent agrees to devote his full time, attention, energies, skills and labor to his employment as District Superintendent during the term of this Agreement provided, however, that he may undertake consultative work, speaking engagements, writing, lecturing, including limited teaching at a college or university, or other professional duties and obligations provided the Board is informed and does not direct him to discontinue such activities.

5. Administration. The Board agrees that the Superintendent shall be responsible for the total day-to-day administration of the District subject to officially adopted policies of the Board. The District further agrees that all official contacts between Board Members and the staff of the District shall be through the Superintendent exclusively. Nothing in this section shall preclude the right of Board Members to exercise their responsibilities as individuals in the areas of monitoring District operations, conducting oversight activities, or visiting schools, as set forth in Board Policy or directed by the Board.

6. Compensation and Benefits. The School District agrees to pay and the Superintendent agrees to accept as a minimum salary for the term of this contract the sum of \$100,000.00 per year. The School District shall review the Superintendent's salary at the beginning of each fiscal year and beginning July 1, 2007 during this Agreement and increase it by not less than 3% annually provided he receives a [REDACTED] rating, 4% provided he receives and [REDACTED] [REDACTED] rating, or 5% provided he receives a [REDACTED] rating. The review and rating must be completed and communicated to the Superintendent by August 31st of each year. The salary for each year is to be paid by the School District to the Superintendent in accordance with the School District's payroll procedure.

The School District agrees to provide the Superintendent the following benefits during the term of this Agreement. In addition to the specific benefits stated in this contract the Superintendent shall be entitled to receive any benefits granted to the members of the professional employees of the School District. In the event that other professional employees and/or administrative personnel of the District are granted increased levels of the benefits shown in sub-paragraphs A through H, then and in such event, the Superintendent shall be entitled to the higher level of such benefits.

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

- (A) **Vacation** – The Superintendent shall be entitled to and receive twenty (20) annual vacation days. Vacation days may be taken anytime during the year and those unused days shall accumulate to a maximum of thirty (30) subject to the restriction that only (10) days vacation can be carried over from any one year.

The Superintendent shall be entitled to the holidays established in the Act 93 Agreement.

- (B) **Sick Leave** – Sick leave shall be twelve (12) days per year. The District agrees to transfer 125 accumulated sick days from Superintendent's prior employment, 50 of which shall be available for purposes of sick leave, but shall not be subject to reimbursement at the time of retirement. The Superintendent shall be eligible for a severance pay of unused sick leave days upon retirement or termination based on the following:

- a. The severance allowance for unused sick leave shall be fifty (\$50.00) dollars per unused sick leave days of which 50 transferred in, unused sick leave days shall be excluded from this severance allowance; and
- b. Payment shall be made in a lump sum payment as of the effective date of termination of employment; and
- c. In the event of death, payment shall be made to the primary beneficiary of the life insurance policy provided by the School District.

- (C) **Professional Leave** – The Superintendent shall receive ten (10) days professional leave to perform related work such as lecturing, consultative work or other professional duties and obligations, which leave must be approved by the Board of School Directors. There shall not be any carry over of unused professional days from year to year.

- (D) **Insurance Benefits** – The Superintendent shall receive School District provided insurance benefits as follows:

- a. Group Term Life Insurance in the amount of two (2) times annual salary; and
- b. Group Hospitalization, Dental and Vision coverage in accordance with the terms and conditions that are no less than those in existence as provided to other professional employees and administrators; and

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

- c. Comprehensive Liability and Errors and Omission Liability Insurance in the amount of no less than coverage in existence at the time of approval of this Agreement; and
 - d. Supplemental Insurance pool amount which may be used by the Superintendent and his family for uninsured medical, dental, vision and/or prescription expenses. Amounts for the length of this Agreement shall be an annual amount of \$2,000.00 from July 1 through June 30 during the term of this Agreement.
- (E) Comprehensive Medical Examination – The Superintendent is entitled to and is required to have a comprehensive medical examination on an annual basis. Cost will be paid for by the School District.
- (F) Meetings, Conventions and Seminars – The duties of the Superintendent require his attendance at meetings, conventions and conferences of professional organizations in order that he can maintain awareness of current problems and information. The School District will reimburse the Superintendent for the costs of attending such meetings or conferences in accordance with its policy governing this matter.
- (G) Transportation Expenses – The School District shall provide the Superintendent with mileage expense reimbursement in accordance with conditions and procedures provided for professional employees and administrator of the Columbia Borough School District and incidental expenses including telephone charges as required.
- (H) Professional Association Memberships – The School District shall provide the Superintendent annual membership in the following professional organizations:
- a. American Association of School Administrators
 - b. Pennsylvania Association of School Administrators
 - c. Association of Supervision and Curriculum Development
- and such other organizations as the Superintendent's duties may require.

7. Assessment of Performance.

- (A) The Board shall evaluate, in writing, the performance of the Superintendent at least once a year during the term of this contract, no later than August 31 of each year, using a

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

mutually agreed upon method as the basis for said evaluation, provided that any performance assessment selected shall:

(1) include a self-assessment by the Superintendent; and

(2) require the Board of School Directors to speak in one voice by voting as an entire Board rather than "averaging" the feedback of each member regarding each aspect of the evaluation with the right of any individual Board member not participating in the majority vote to express his or her minority opinion. In the event the Board consensus determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation. The Board's evaluation and the Superintendent's response(s) shall be totally private and in no manner become public knowledge or conversation. The parties shall have the right to mutually waive a formal performance assessment in any year of this Agreement provided, however, that the Superintendent shall not be subject to discipline or discharge on the basis of neglect of duty in any year when a formal performance assessment is not completed.

(B) The performance assessment shall be used for the following purposes:

(1) the strengthen the working relationship between the District and the Superintendent and to clarify for the Superintendent and individual members of the Board of School Directors the responsibilities the Board relies on the Superintendent to fulfill; and

(2) to discuss and establish goals for the ensuing year; and

(3) to establish the basis for possible incremental adjustments in the annual salary rate for the Superintendent.

8. Investigations by the Board. In the event that the Board of School Directors directs that any investigation of the Superintendent's conduct or performance by undertaken, the Superintendent shall be:

(A) notified upon the completion of such investigation; and

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

(B) granted reasonable access to documents or reports generated by such investigation;
and

(C) granted the opportunity to respond, verbally or in writing, to any documents, findings or conclusions derived from such an investigation. Any investigations undertaken by the Board shall be completed in private until the completion of the investigation unless public disclosure would be required by law or in the proper discharge of the Board's responsibilities. Nothing herein shall obligate the Board to share attorney-client privileged information or work product information with the Superintendent following the completion of any investigation of his conduct or performance.

9. The Superintendency. The Superintendent shall be the only administrator hired by the District having a direct line of responsibility and authority from the Board of School Directors. All other administrators in the District will report directly to the Superintendent as District Superintendent. Nothing contained herein shall preclude individual school administrators from having contact and communication with the Board of School Directors.

10. Reappointment and/or Termination of Contract. The Superintendent shall, throughout the term of this Agreement be subject to termination of contract for valid and just cause for reasons specified under § 1122 of the Public School Code. However, the School District shall not arbitrarily and capriciously call for the dismissal without first providing the Superintendent with written charges, adequate notice of a hearing, a fair and impartial hearing, all elements of due process and the right of appeal to a Court of competent jurisdiction.

The Superintendent may terminate this Contract upon reasonable notice to the District. The term "reasonable notice" shall mean that at least sixty (60) days notice must be provided by the Superintendent to the District of the Superintendent's intent to terminate the Contract.

11. Professional Liability. The Board agrees that it will defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent 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.

**CONTRACT FOR EMPLOYMENT OF
DISTRICT SUPERINTENDENT**

12. Modification. Notwithstanding any term of provision herein or elsewhere, oral or in writing, this Agreement shall not be modified except in a writing signed by the Superintendent and approved by the Board and executed by an authorized officer of said Board.

13. Savings. If during the term of this contract it is found that a specific clause or the contract is illegal in Federal or State Law, the remainder of the contract not affected by such ruling shall remain in force. This Agreement contains the entire agreement between the parties and may not be changed or altered except in writing with the signatures of all parties concerned.

14. Obligations. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors or assigns.

15. Statutory References. All references to the Public School Code contained herein shall also refer to and incorporate any amendment or recodification of such Code.

16. Applicable Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

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.

ATTEST:

COLUMBIA BOROUGH SCHOOL DISTRICT

Laura E. Cowburn
Secretary

Kathleen A. Honadel
President
Board of School Directors

WITNESS:

[Signature] _____ Barry Clippinger
Dr. Barry Clippinger