

**SUPERINTENDENT'S CONTRACT  
CONESTOGA VALLEY SCHOOL DISTRICT**

**ARTICLE I - AGREEMENT**

This agreement is made and entered into effect the 1<sup>st</sup> day of July, 2003, by and between the Conestoga Valley School District (the "School District") and Gerald G. Huesken (the "Superintendent").

**ARTICLE II - PREAMBLE**

WHEREAS, the Board of School Directors of the Conestoga Valley School District, at a meeting of the Board duly and properly called, did appoint Gerald G. Huesken to the office of Superintendent in accordance with the provisions of Sections 508, 1101, 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 and in consideration of the mutual covenants herein contained do hereby agree to the following:

**ARTICLE III - TERM OF AGREEMENT**

The School District does hereby employ Gerald G. Huesken in the capacity of Superintendent for a term of five (5) years, commencing on July 1, 2003 and ending on June 30, 2008.

**ARTICLE IV - NATURE AND TERMS OF AGREEMENT**

**LEGAL QUALIFICATIONS**

The Superintendent acknowledges that he possesses all the required qualifications to serve as Superintendent of the School District. The Superintendent agrees to maintain throughout the term of this contract, a valid and current commission as required by state law and present the same to the Board. He further agrees to subscribe to and take the oath of office before entering upon his duties.

**EVALUATION**

A regular annual evaluation of performance shall be conducted by the Board of Directors. The evaluation shall be conducted in a private session limited to the Board of School Directors and the Superintendent. An evaluation instrument mutually developed and agreed upon by both parties shall be utilized.

## ADMINISTRATION OF SCHOOLS

The administration of school policy, the operation and management of schools and the direction of employees shall be through the Superintendent, who agrees to serve as Chief Administrator of the School District and as Executive Officer of the Board. The Superintendent agrees to perform the duties of superintendency in a competent and professional manner in accordance with the laws of the Commonwealth of Pennsylvania, the policies of the School District and the provisions of this contract.

- a. The Superintendent shall furnish recommendations to the School Board on all matters having to do with the selection, appointment, transfer, promotion, reduction or termination of district personnel.
- b. The administration of policy, the operation and management of all schools, and the direction of employees of the School District shall be through the Superintendent.
- c. Criticisms, complaints and suggestions called to the attention of the School District shall be referred to the Superintendent for study, disposition and recommendation.

## ARTICLE V - COMPENSATION AND BENEFITS COMPENSATION

The School District agrees to pay and the Superintendent agrees to accept the minimum salary of \$111,500 for each year during the term of this contract.

Unless the Superintendent performance is rated as unsatisfactory, his annual salary shall be increased for the following school year as follows:

The increase in the next school year's salary shall be based on the percentage change in the Consumer Price Index between the months of April from the prior school year and April of the current school year, with a minimum increase of 2.0% and a maximum increase of 3.5%. The percentage change in the Consumer Price Index shall be based upon the Philadelphia Area Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics for all Urban Consumers. Adjustments within the range will be made for each one tenth of one percent increase in the CPI-U, Philadelphia area.

For example, assuming the Superintendent receives a satisfactory evaluation covering the first year of this agreement (2003-2004), then for the second year of this agreement (2004-2005) his initial salary of \$111,500 shall be increased by the percentage increase in the CPI-U for the Philadelphia area between April 2003 and April 2004, with a minimum increase of 2.0% and a maximum increase of 3.5%.

If the Superintendent receives a commendable evaluation by the Board of School Directors, an additional 1.0% shall be added to the increase in the next school year's salary. If this applies, the next year salary shall be increased by the

percentage increase in the CPI-U, subject to the minimum and maximum, plus 1.0%.

If the Superintendent receives an excellent evaluation by the Board of School Directors, an additional 2.0% shall be added to the increase in the next school year's salary. If this applies, the next year salary shall be increased by the percentage increase in the CPI-U, subject to the minimum and maximum, plus 2.0%.

## **BENEFITS**

The School District agrees to provide the Superintendent the following benefits during the terms of this agreement:

### **VACATION**

The Superintendent shall be entitled to and receive twenty-five (25) annual vacation days. The Superintendent shall be entitled to the holidays established in the calendar for the school year.

### **SICK LEAVE**

Sick leave shall be twelve (12) days per year. The unused sick leave days will be accumulated from year to year. The Superintendent may be eligible to receive severance pay for unused sick leave days upon retirement or in the event of non-renewal of his employment, as set forth below.

### **COURSE REIMBURSEMENT**

Subject to approval by the Board of School Directors, the Superintendent may continue his professional development through the attendance at colleges and universities of his choice, and shall be reimbursed for such tuition costs and other necessary costs (textbooks, laboratory fees, etc.) up to \$3,000 per year.

### **INSURANCE BENEFITS**

The Superintendent shall receive insurance benefits as follows:

- a. Group Term Life Insurance in the amount of double the Superintendent's salary.
- b. Group Health Care, Dental and Vision coverage, based on the collective bargaining agreement with the Conestoga Valley Education Association, Appendix C-1.
- c. A supplemental insurance pool allowance of \$1,250, which may be used by the Superintendent and his family for

uninsured medical, dental, vision and/or prescription expenses (including the cost of an annual comprehensive medical examination).

- d. Income Protection in the event of prolonged illness or injury that is not covered by workers compensation, with salary continuation at 1/2 pay for a period of up to two (2) years, starting at expiration of sick leave. Eligibility for this benefit shall be based on the collective bargaining agreement with the Conestoga Valley Education Association, Appendix C-1.
- e. Comprehensive Liability and Errors and Omissions Liability Insurance, in an amount not less than the coverage in existence at the time of approval of this agreement.

### **MEETINGS, CONVENTIONS AND CONFERENCES**

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 all reasonable costs of attending such meetings, conventions and conferences.

### **PROFESSIONAL ASSOCIATION MEMBERSHIPS**

The School District shall provide the Superintendent annual membership in the following professional organizations:

- American Association of School Administrators
- Pennsylvania Association of School Administrators
- Association of Supervision and Curriculum Development
- Paradise Rotary Club

### **RETIREMENT BONUSES**

To be eligible for any of the retirement bonuses identified below, the Superintendent must meet the following requirements:

- The Superintendent's employment with the School District terminates for reason other than termination for cause under School Code § 1080.
- The Superintendent must retire with 30 years of service and with superannuation (non penalty) as defined by the Pennsylvania School Employees Retirement System (PSERS).

- The Superintendent must give written notice of retirement to the School District no later than March 1 of the year of retirement, and the retirement must be effective June 30 of the year of retirement. The notice of intent to retire and June 30 retirement date shall not be required if the Superintendent is entitled to, and accepts, disability retirement under PSERS.

Assuming the Superintendent meets all the foregoing requirements, he shall be entitled to the following retirement benefits if he meets these additional requirements:

- a. If the Superintendent retires upon the completion of this contract, he will receive a retirement bonus of \$10,000.
- b. If due to medical disability the Superintendent retires before the end of this contract, he will receive a retirement bonus of \$10,000.
- c. Upon retirement, whether that occurs within or at the completion of this contract, or upon non-renewal of this contract, the Superintendent will receive \$50 per day of accumulated sick leave.

#### **MILEAGE REIMBURSEMENT**

The School District shall reimburse the Superintendent for the use of his personal vehicle on School District business, at the rate approved from time to time by the School Board for mileage reimbursement.

#### **OTHER BENEFITS**

The Superintendent shall be entitled to at least the same benefits that are provided to other administrative employees. In addition, nothing contained in this agreement shall preclude the School District from providing additional benefits to the Superintendent as agreed between the Superintendent and the Board.

#### **ARTICLE VI - WAIVER OF LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT**

The Superintendent agrees to waive any right during the term of this agreement (including any extension of this contract) to take a leave of absence for professional purposes pursuant to Section 1166 of the Pennsylvania Public School Code. The Superintendent does not, however, waive any right to a sabbatical leave for restoration of health pursuant to Section 1166 of the Pennsylvania Public School Code.

**ARTICLE VII - REAPPOINTMENT AND/OR TERMINATION OF CONTRACT**

The School District and the Superintendent hereby agree that the following provisions shall be applicable for the term of this agreement or any extension or renewal of the agreement.

- a. The Superintendent shall, throughout the term of this agreement be subject to termination of contract for valid and just cause for reasons specified under Section 1080 of the Public School Code. However, the School District shall not arbitrarily and capriciously call for the dismissal, and shall first provide the Superintendent with written charges, adequate notice of a hearing, a fair and impartial hearing, all elements of due process required by law and the right of appeal to a court of competent jurisdiction.
- b. The Board of School Directors shall take a public vote, no later than 9 months before the expiration of this contract, on whether to notify the Superintendent that the School Board intends to retain him for another term of from three to five years. Should the School District fail to take such action, the Superintendent shall be re-appointed for a term not less than the length of the expiring term and subject to the terms and conditions of that agreement.

**ARTICLE VIII - OBLIGATIONS**

This agreement shall be binding upon both parties, their successors or assigns.

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

Adette B. Gray  
Board Secretary

Vicki P. Burkins  
Witness

David T. Hanly  
Board President

Gerald J. Huesche  
Superintendent