

EASTERN LANCASTER COUNTY SCHOOL DISTRICT

Superintendent's Contract

MADE this 15th day of June, 2005 by and between EASTERN LANCASTER COUNTY SCHOOL DISTRICT, New Holland, Pennsylvania, hereafter referred to as "the School District" and Sandra A. Hoover, an individual residing at 311 Oak Thorne Drive, Lancaster, Pa. 17602 hereinafter referred to as "Superintendent."

WHEREAS, the Board of School Directors of the School District (the "Board") at a meeting of the Board on February 21, 2005, did appoint Sandra Hoover to the office of district superintendent in accordance with the provisions of the School Code, at a salary of \$119,000.

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

1. Employment Term: The School District agrees to employ Sandra Hoover as the district superintendent for the School District for a term of five (5) years commencing July 1, 2005 and ending on June 30, 2010. The Superintendent hereby accepts such employment.

2. Compensation: The School District will review and adjust the Superintendent's compensation annually. A decision will be made on compensation no later than June 30 of each year and any adjustment will be effective on July 1 of the year in which the adjustment is made. The salary adjustment will be based on the performance evaluation and will not under any circumstances be decreased from the salary paid during the preceding year. The annual salary shall be paid in equal installments in accordance with the policy of the School District governing payment of professional employees and administrators employed on a twelve month basis.

3. Benefits: Any and all professional benefits as determined by both the ELCEA agreement covering 2005 to 2010 (except association leave and association grievance procedures) and the Act 93 agreement covering 2005 to 2010 shall be included for the Superintendent unless specifically superceded by a similar benefit that is more advantageous for the Superintendent. Without limiting the forgoing, the specific benefits shall be provided as listed:
 - a. Automobile: The School District shall provide the Superintendent with an appropriate automobile for her business and personal use during the term of her contract. The Superintendent will maintain such records and provide the School District with such information as is required by IRS regulations or School District policy. The School District will treat as compensation to Superintendent such amounts relating to use of the automobile as are required by IRS regulations.

b. *Meetings, Conventions and Seminars:* The duties of the Superintendent require her presence at meetings, conventions and conferences of professional organizations in order that she can maintain awareness of current problems and information. The School District will reimburse Superintendent for the costs of participation in such meetings, conventions and conferences, including seminars and courses offered by public or private educational institutions and information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform her professional responsibilities for School District. School District encourages the continuing professional growth of Superintendent through her participation, as she might decide in light of her responsibilities as Superintendent. In its encouragement, School District shall permit a reasonable amount of release time for Superintendent as is deemed appropriate, to attend to such matters. Attendance at such meetings, conventions, and seminars shall be subject to any other requirements established by policy of School District.

c. *Dues:* School District will pay the annual dues of the Superintendent and she may attend the regular and special meetings of the:

Lancaster-Lebanon Intermediate Unit 13
Lancaster-Lebanon School Study Council
Pennsylvania Association of School Administrators
American Association of School Administrators
Association for Supervision and Curriculum Development

d. *Vacation:* Superintendent shall be entitled to four (4) weeks vacation per year.

e. *Tax Deferred Investment Plan:* School District will match 50 cents on each dollar invested by Superintendent up to 10% of salary through one of the companies specified by the School District.

f. *Professional Liability:* District agrees that it shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident

arose while Superintendent was acting within the scope of her employment and excluding criminal litigation and as such, liability coverage is within the authority of the school Board to provide under state law. Except, that in no case will individual Board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings. The District shall purchase an insurance policy to afford the protections stated in this Section; said protections shall be subject to all terms, conditions and limitations stated in such policy. In the event of a conflict between the terms of this Section and said policy, the terms of the policy shall apply.

g. *Saving Clause:* If during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling, shall remain in force.

h. *Miscellaneous:* Nothing contained in this agreement shall preclude the School District from providing additional benefits to the Superintendent as agreed between Superintendent and the Board.

4. Legal Qualifications: The Superintendent covenants that she possesses all of the qualifications that are required by law to serve as district superintendent. The Superintendent agrees to maintain throughout the term of this agreement a valid current commission or other legal credentials as may be required by law and to present the same to the Board. She further agrees to subscribe to and take the proper oath of office before entering upon her duties. The appointment of Superintendent by School District and her employment under this contract is conditioned upon the issuance to her of a commission by the Secretary of the Commonwealth of Pennsylvania.

5. Duties: During the term of this contract the Superintendent agrees to serve as Chief Administrator of the School District and Executive Officer of the Board, and perform the duties of district superintendent 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. Among other things, the Superintendent shall have the right and obligation to make recommendations to the Board with regard to employment, suspension and discharge of administrative, professional and non-professional employees. Superintendent agrees to devote her entire working time, skill, labor and attention to employment by School District during the term of her contract, provided, however, that Superintendent, with prior consent of the Board, may undertake consultation work, speaking engagements, writing, lecturing, or other professional duties and obligations.

6. Performance Evaluation: A regular, annual formal assessment of performance 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 and the Superintendent. An evaluation instrument or format agreed upon by both parties to this contract shall be utilized. Each judgment made shall be supported by rational and objective evidence.

7. Discharge for Cause: Superintendent may only be discharged and her contact terminated for the reasons specified in Section 1080 of the School Code and in the manner provided therein. "Cause" shall be deemed to include inability of the Superintendent to perform her duties, and other reasons specified in the School Code as grounds for removal.

8. Medical Examination: Superintendent acknowledges and agrees that the School District may require her to submit to medical examinations or inquiries as permitted by law. Superintendent agrees to cooperate with such examinations and inquiries: provided, such information shall be deemed confidential. The cost of any District-required examinations shall be borne by the District.

EASTERN LANCASTER COUNTY SCHOOL DISTRICT

By: _____

President

Attest: _____

Secretary

Witness:

Frances S. Cowie

Sandra A Hoover
Superintendent

June 20, 2005