

ELIZABETHTOWN AREA SCHOOL DISTRICT

Superintendent Contract

Dated: June 5, 2007

Elizabethtown Area School District ("School District") and Dr. Timothy J. Quinn ("Superintendent"), intending to be legally bound and in consideration of the mutual covenants contained herein, agree as follows:

1. Legal Qualifications. Superintendent assures School District that Superintendent possesses all required legal qualifications to serve as School District Superintendent. Superintendent agrees to take the required oath of office before a judge of the Court of Common Pleas or the Secretary of Education, and to file the oath with the Secretary of Education. This contract is conditioned on and shall not be effective until: (a) Superintendent takes and files the oath of office and receives the legally required commission from the Secretary of Education; and (b) Superintendent satisfactorily completes all normally required steps for School District employment, including a medical examination and satisfactory background checks. This contract is further conditioned on Superintendent maintaining throughout the term of this contract a valid commission as required by law.

2. Employment and Contract Term. School District employs Superintendent in the capacity of School District Superintendent for a term of five (5) years, commencing July 1, 2007, and ending June 30, 2012.

3. Evaluation. The Board of School Directors (the "Board") will conduct an annual evaluation of Superintendent's performance. The evaluation will be conducted in private session limited to the Board and Superintendent. The Board and Superintendent will agree upon an evaluation instrument and process. As a part of the evaluation process, and in consultation with the Board, Superintendent will establish performance goals for the next year.

4. Compensation. School District will pay Superintendent a minimum base annual salary of \$135,000 for each year during the term of the contract. Starting with the second year of the contract, effective July 1 of each year the base salary from the prior year will increase by 3%. Further, at the discretion of the Board and based upon Superintendent exceeding performance expectations, the base salary from the prior year may increase annually up to an additional 1% (for a total possible annual increase of 4%), and the Board may approve an annual performance bonus of up to 3% of the annual salary applicable to the year for which the bonus is paid. All payments due Superintendent will be subject to withholding for taxes and similar items as required by law and School District's customary payroll practices.

5. Duties.

a. Superintendent will serve as chief administrator of the School District 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, the provisions of this contract, and the directions of the Board.

b. Superintendent will devote Superintendent's full time and abilities to the Superintendent's employment under this contract. During the term of this contract, Superintendent will not engage in any other business or employment, except with the advance written consent of the Board. The Board hereby consents to Superintendent teaching one course per semester by providing advance notice to the Board.

c. In accordance with applicable law, Superintendent shall have a seat on the Board and the right to speak on all issues before the Board, but not to vote. Superintendent shall have the right to attend all meetings of the Board or Board committees, except when the Board is discussing matters relating to Superintendent's performance, compensation, employment, or matters relating to selection or appointment of a successor Superintendent.

d. Superintendent shall make recommendations to the Board on all matters having to do with the selection, appointment, promotion, reduction or termination of School District personnel.

e. The administration of policy, operation and management of all schools, and direction of employees of the School District shall be through the Superintendent.

f. Superintendent shall be a model for the administration, staff and students of the School District, and as such attend a reasonable number of school-related events prior to and following normal school hours.

g. Criticisms, complaints and suggestions called to the attention of the School Board shall be referred to the Superintendent for study, disposition, and recommendation. Information concerning the conduct of the Superintendent shall be addressed by the School Board as it deems appropriate.

6. Benefits. Superintendent will receive the following benefits:

a. Life insurance. To be provided in an amount equal to two times annual salary.

b. Dental insurance. To be provided, with premiums paid by School District.

c. Professional memberships. Participation fees paid by School District for up to four state or national professional organizations (organizations which require joint membership in both state and national levels will be considered as one membership).

d. Conferences. Attendance and expenses for one national and one state professional association conference annually to be paid by School District.

e. Health and hospitalization insurance. To be provided, with premiums paid by School District.

f. Annual physical. The Superintendent will have a comprehensive medical examination prior to employment, and School District encourages Superintendent to have an annual comprehensive medical examination. The cost of the medical examination will be borne by the School District to the extent not covered by health insurance.

g. Tuition. School District to pay 100% of tuition for graduate school, subject to prior Board approval, to the college/university with an annual (September-August) limit of twelve credit hours. Course work taken with Board approval beyond twelve credit hours shall be reimbursed at a rate of 75% to a limit of \$1,000.00 per year (September-August). If Superintendent does not satisfactorily complete a course or leaves the School District's employ within one year of completion of the reimbursed course, Superintendent shall be required to repay the full amount of the tuition paid by the School District. No more than one Doctoral program, or the equivalent thereof, shall be eligible for tuition assistance.

h. Income protection. School District will provide disability insurance that pays 60% of gross earnings to a maximum of two years. Employees must request use of the benefit in writing and provide physician's certification prior to approval. The waiting period and all terms are defined in the policy.

i. Emergency days. Two days per year, cumulative to four days.

j. Employee Assistance Program. To be provided, with premiums paid by School District.

k. Personal days. Three days per year, with option to accumulate up to four days. Non-used and non-accumulated days reimbursed at year end at the rate of \$100.00 per day. Personal days are not to be used during the first 10 student days or last 10 student days of the school year.

l. Sick leave. Twelve days per year. Superintendent may use up to 2 days each year for reasons involving a family illness. Superintendent may transfer accumulated sick days from prior employer (Derry Township School District), but transferred days are not subject to retirement payout by Elizabethtown Area School District.

m. Vacation. Twenty days per year, which may accumulate up to a total of forty days.

n. Vision. School District shall pay 100% of controlled vision costs up to a total for all family members of \$600.00 during every two year period commencing July 1, 2007.

o. Retirement. Upon retirement from the School District, the School District will pay the greater of \$40.00 per unused sick days or \$30.00 per number of years of employment with School District. Sick days accrued by Superintendent at Derry Township School District, although transferred over to EASD, will not be calculated in retirement pay out.

In addition, upon retirement from the School District, the School District will pay a lump sum bonus based on the following:

\$10,000 for 10-14 years of service as EASD administrator

\$15,000 for 15-19 years of service as EASD administrator

\$20,000 for 20+ years of service as EASD administrator

p. Holidays. One day on each of the following 11 days: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Monday after Thanksgiving; Day before Christmas; Christmas Day; Day after Christmas. In addition, days teacher are not in school between Christmas and New Year's, subject to Superintendent's workload.

q. Automobile. School District will provide a monthly allowance of \$400.00 for business use of Superintendent's private automobile. Superintendent waives mileage reimbursement from School District for travel within the Lancaster-Lebanon IU-13, but may submit information to School District on business use mileage within IU-13 for income tax purposes. Superintendent is eligible for reimbursement from School District with respect to automobile travel outside of IU-13 pursuant to customary School District policy and procedures.

r. Annuity. A tax-deferred annuity plan through payroll deduction established pursuant to Section 403 (b) of the Internal Revenue Code of 1986, with a School District annual contribution of \$2500.00. School District shall issue a written plan pertaining to such annuity payments to the extent required by law.

s. Other benefits. To the extent not listed above, Superintendent shall receive any additional benefits that are provided to other School District administrators. Further, notwithstanding the above list, Superintendent shall receive all benefits at least to the same level as other School District administrators.

7. Sabbatical Leave Waiver. Superintendent waives any right to take a sabbatical leave of absence pursuant to School Code § 1166.

8. Legal Defense and Indemnification. School District will provide Superintendent a legal defense and indemnification in connection with legal actions arising from the scope of Superintendent's employment with School District, in all cases authorized by Pennsylvania's Political Subdivision Tort Claims Act. This duty will survive the termination of this contract.

9. Early Termination of Contract. This contract and Superintendent's employment may be terminated early prior to the end of the term of the contract upon any of the following events:

a. Mutual written agreement of Superintendent and the District. This contract may be terminated by mutual written agreement of Superintendent and the School District. In such event, except for the duty in Section 8 above or as otherwise provided by written agreement, School District will pay Superintendent's salary and provide normal benefits through the effective date of termination, and will have no further obligation for salary, benefits, or any other item under this contract after the effective date of termination.

b. Disability of Superintendent. If Superintendent is unable to perform all of Superintendent's regular duties, because of physical or mental incapacity, for a period of 90 consecutive days or for a period of 120 days during any one year period, Superintendent will be considered disabled, and the Board may terminate this contract by written notice to Superintendent. In such event, prior to termination Superintendent will be subject to School District's normal policies concerning use of sick leave days, vacation days, and personal leave days, and School District will have no further obligation for salary, benefits, or any other item

under this contract after the effective date of termination (except that Section 8 above will remain in effect and Superintendent will continue to receive any benefits for which Superintendent qualifies under the disability insurance policy provided by School District as referenced above).

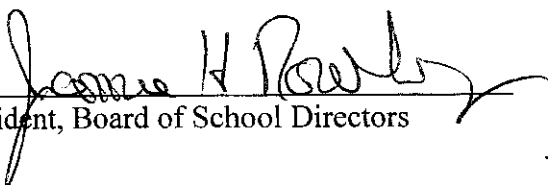
c. Termination by District for Cause. The Board may remove Superintendent and terminate this contract pursuant to the procedures set forth in School Code § 1080 for cause. For purposes of this contract, "cause" shall mean the reasons set forth in School Code § 1080, the reasons set forth in other applicable law that requires termination of employment, or misstatement of a material fact concerning Superintendent's qualifications in connection with School District's employment of Superintendent. If the Superintendent has been given notice of charges and of a hearing, the Board may suspend the Superintendent, with or without pay, at the discretion of the Board, pending a hearing and final decision. If School District terminates this contract for cause, School District will have no further obligation for salary, benefits, or any other item under this contract after the effective date of termination or any earlier suspension without pay, except as in Section 8 above.

10. Renewal. Superintendent will advise the Board in writing at least 12 months prior to the end of this contract as to Superintendent's wish concerning extension and continued employment after the term of this contract. Unless Superintendent has advised the Board in writing of Superintendent's wish not to be considered for renewal, at a regular meeting of the Board occurring at least 150 days prior to the end of the term of this contract, the agenda shall include an item requiring affirmative action of 5 or more members of the Board to notify Superintendent that the Board intends to renew the contract for a further term of from 3 to 5 years or that the contract will terminate and other candidates will be considered as Superintendent. If the Board fails to take such action at a regular meeting occurring at least 150 days prior to the end of the term of this contract, Superintendent will continue in office for a further term of the same length as the term of this contract.

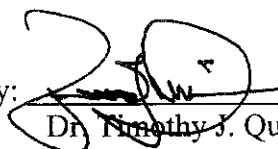
11. Unlawful Provisions and Statutory References. Should any article, section or clause of this contract be declared illegal by a court of competent jurisdiction, that article, section or clause, as the case may be, shall be automatically deleted from this contract to the extent that it violated the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this contract if not affected by the deleted article, section or clause. If at any time thereafter such article, section or clause shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law. All references to the Public School Code contained herein shall include any amendment or recodification of such Code.

12. Entire Agreement. This contract represents the entire agreement between the parties except as otherwise stated herein and supersedes all other agreements, written or oral, concerning Superintendent's employment. This contract may not be modified except in writing signed by both parties.

ELIZABETHTOWN AREA SCHOOL DISTRICT

By: 
President, Board of School Directors

SUPERINTENDENT

By: 
Dr. Timothy J. Quinn