

AGREEMENT

Agreement between LAMPETER-STRASBURG SCHOOL DISTRICT ("School District") and ROBERT A. FRICK ("Dr. Frick").

BACKGROUND. A. Effective January 1, 1997, Dr. Frick was duly elected by the School District's Board of School Directors as the School District's Superintendent of Schools for a term of office ending June 30, 2001. Pursuant to Section 1073 of the School Code, the School District's Board of School Directors on November 6, 2000, duly elected Dr. Frick to a further five (5) year term of office commencing July 1, 2001, and ending June 30, 2006. Pursuant to Section 1073 of the School Code, the School District's Board of School Directors on October 3, 2005, duly elected Dr. Frick to a further five (5) year term of office commencing July 1, 2006 and ending June 30, 2011.

B. Dr. Frick has accepted such election and appointment.

C. The Board of School Directors of School District and Dr. Frick believe that it is mutually appropriate and beneficial to set forth in writing their respective understandings relating to the continued employment of Dr. Frick as Superintendent.

The Board of Directors of School District and Dr. Frick, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. Employment. School District employs Dr. Frick, and Dr. Frick accepts employment, under the terms and conditions of this Agreement. The election and appointment of Dr. Frick by School District and his employment under this Agreement are conditioned upon Dr. Frick's maintaining throughout the term of this Agreement a valid and current commission and other legal credentials as may be required by law.

2. Term of Employment. The term of employment of Dr. Frick pursuant to this Agreement shall commence on July 1, 2006, and shall continue until June 30, 2011, unless sooner terminated pursuant to the provisions of this Agreement.

3. Duties and Nature of Services.

(a) Dr. Frick is employed as the Superintendent of School District. In addition to those duties and powers conferred by law, he shall (subject to the control and direction of the Board of School Directors) perform such duties and exercise such powers as are typically attendant to his position as Superintendent and as are included in the Superintendent's Position

Profile approved by the Board of School Directors and contained in the School District's Policy Book.

(b) Dr. Frick shall devote his full working time and best efforts to the performance of his duties as Superintendent of School District. With the prior approval of the President of the Board of School Directors, Dr. Frick as a part of the performance of his duties (i) may attend conferences and conventions related to the duties of his position or the educational activities of School District and (ii) may undertake teaching, speaking, writing, consulting, and similar professional duties and obligations.

4. Compensation.

(a) As compensation for Dr. Frick's services and performance by him of his obligations under this Agreement, School District shall pay to Dr. Frick a salary at a rate not less than the rate currently in effect. The Board of School Directors shall annually review, and will increase, Dr. Frick's salary if an increase is consistent with Dr. Frick's performance evaluation, with Dr. Frick's being compensated on an equitable and competitive basis and with the financial resources of School District. Such salary shall be payable on School District's customary salary payment dates.

(b) Dr. Frick shall be entitled to fringe benefits upon the same basis as provided to other professional administrative employees as set forth in School District's Administrative Compensation and Benefits Plan.

(c) In addition to the fringe benefits described in subparagraph (b) above, Dr. Frick shall be entitled to the following benefits:

(i) Conferences and Conventions. School District shall provide a reasonable amount of release time for Dr. Frick's attendance at conferences and conventions and shall reimburse Dr. Frick for costs reasonably and necessarily incurred by him to attend and participate in such conferences and conventions.

(ii) Mileage. Dr. Frick shall receive mileage reimbursement for School District travel at the maximum reimbursement rate as established by the Internal Revenue Service.

(iii) Payment for Accrued Vacation. Dr. Frick shall be entitled to twenty (20) vacation days per year and may carry over all unused vacation days to the subsequent year. Dr. Frick, upon termination of his employment, shall be paid for all unused, accrued vacation days. Payment shall be based upon Dr. Frick's per diem salary rate (1/260th) in effect on the dates when the vacation was earned.

(iv) Sick Leave. Sick Leave shall accumulate for Dr. Frick at the rate of twelve (12) days per year.

(v) Hospitalization/Major Medical. Following termination of his employment, Dr. Frick and his spouse shall continue to receive the same hospitalization/major medical benefits which School District from time to time provides to its administrative employees. These benefits may change (i.e. increase or decrease) after termination of Dr. Frick's employment as and when there are changes in the hospitalization/major medical benefit plan which School District provides to administrators who are then employed by School District. Coverage (i) for Dr. Frick will be continued until Dr. Frick is eligible for Medicare benefits and (ii) for Dr. Frick's spouse will be continued until she is eligible for Medicare benefits. The entire cost for such coverage shall be paid for by School District. The provisions of this subparagraph (v) shall be void, and no hospitalization/major medical benefits shall be provided to Dr. Frick or his spouse, if he is discharged for cause.

(vi) Miscellaneous. Nothing contained in this Agreement shall preclude School District from providing additional benefits to Dr. Frick as agreed between him and the Board of School Directors, in which event this Agreement shall continue in full force and effect except that the terms of this Agreement relating to fringe benefits shall be deemed modified to reflect the increased or additional benefits.

5. Performance Evaluation. The Board of School Directors shall meet in closed executive session for the purpose of evaluation of the performance of Dr. Frick at least twice each fiscal year during the term of this Agreement. This evaluation shall be responsive to Dr. Frick's duties and the goals and objectives as agreed to by Dr. Frick and the Board of School Directors and as described in the School District Policy Book. If the Board of School Directors determines the performance of Dr. Frick is unsatisfactory in any material respect, it shall inform him in writing thereof.

Dr. Frick and the Board of School Directors shall in good faith agree on a mutually agreeable evaluation format. The President of the Board of School Directors or her/his designee shall be responsible for establishing the annual evaluation process.

6. Termination of Agreement. This Agreement may be terminated upon any of the following events:

- (a) Mutual agreement of Dr. Frick and the Board of School Directors.
- (b) Retirement of Dr. Frick.
- (c) Disability of Dr. Frick. In the event Dr. Frick is disabled and is unable to perform his duties for a minimum period of six (6) consecutive months, then the Board of

School Directors may, by notice to Dr. Frick given prior to the date that he is able to resume performance of his duties, terminate this Agreement.

(d) **Discharge for Cause.** Discharge for cause shall constitute conduct which results in removal of Dr. Frick pursuant to the provisions of Section 1080 of the School Code.

(e) **Death of Superintendent.**

7. **Waiver of Breach.** The waiver by School District of due performance of or compliance with any provisions of the Agreement by Dr. Frick shall not operate or be construed as a waiver of due performance or compliance by Dr. Frick thereafter.

8. **Severability.** If any provision of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such judgment shall have been rendered.

9. **Headings.** The headings in this Agreement are for convenience only and shall not be considered part of this Agreement.

10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

11. **Modification.** No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, Lampeter-Strasburg School District and Robert A. Frick have signed this Agreement November 21, 2005, to be effective July 1, 2006.

Lampeter-Strasburg School District

By: James H. Parker President

Attest: Cynthia W. Kreider Secretary

Robert A. Frick
Robert A. Frick, Ed.D.