

SUPERINTENDENT CONTRACT

AGREEMENT made this **1st day of July, 2005** by and between THE BOARD OF EDUCATION OF THE MANHEIM CENTRAL SCHOOL DISTRICT, located at 71 North Hazel Street, Manheim, Lancaster County, Pennsylvania, (hereinafter referred to as "Board") and CAROL H. SAYLOR, an individual residing at 133 Hamaker Road, Manheim, PA (hereinafter referred to as "Superintendent").

WHEREAS, the parties desire to provide for the employment of the Superintendent by the Board on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is hereby agreed as follows:

1. **EMPLOYMENT.** The Board, in accordance with its actions as found in the minutes of the meeting held on the 25th day of October, 2005, does hereby extend the employment of the Superintendent as the Superintendent of Schools for the Manheim Central School District.

2. **TERM.** The Superintendent's employment hereunder shall be for a five (5) year period as Superintendent commencing on the **1st day of July, 2005** and ending on the **30th day of June, 2010**.

3. **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 and perform the duties of the 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.

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 Board shall be referred to the Superintendent for review, disposition, or recommendation.

4. **COMPENSATION.** For the full, prompt and faithful performance by the Superintendent of her duties under this Agreement, the Board shall pay to the Superintendent an annual salary of \$102,200. The annual salary shall be paid in equal installments in accordance with the rules of the Board governing payment of professional staff members in the Manheim Central School District.

5. **ADJUSTMENT OF SALARY.** The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this Agreement. Said adjustment is at the sole discretion

of the Board, but in any event, such salary is not to be reduced below the amount stated in Paragraph 4 of this Agreement, unless such a decrease is part of a uniform plan affecting salaries of all employees of the Manheim Central School District. Any adjustment in salary made during the life of this contract shall be in the form of an amendment to this Agreement and shall become a part of this Agreement, and in case of such adjustment it shall not be construed that the Board has entered into a new contract with the Superintendent nor that the termination date of the existing Agreement has been extended. The Board may by specific action extend the termination date of the existing contract if mutually agreed upon by the parties.

6. DISMISSAL. During the term of this Agreement the Superintendent shall be subject to discharge for reasons specified under the Pennsylvania Public School Code, including Sections 527(b) and 1080, or otherwise specified under Pennsylvania law. The Board shall not arbitrarily or capriciously call for her dismissal, and the Superintendent shall have all the rights provided under the School Code to written charges, notice of hearing, and fair hearing before the Board. If the Board elects to institute dismissal proceedings and the Superintendent chooses to retain legal counsel to represent her during those proceedings, the Superintendent agrees that she will bear the burden and expense of retaining such legal counsel.

7. CERTIFICATION. The Superintendent shall furnish throughout the term of this Agreement a valid and appropriate certificate, as defined in the Pennsylvania School Code, to act as Superintendent in the Commonwealth of Pennsylvania.

8. DISABILITY OF SUPERINTENDENT. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident or other cause, and such disability leave exceeds the Superintendent's accumulated sick leave and applicable income protection insurance during any school year, there shall be a proportionate deduction from the salary stipulated herein. If said disability is permanent, irreparable or of such nature as in the discretion of the Board will render the Superintendent unable to perform her essential job functions satisfactorily with or without reasonable accommodation, the Board may, at its option and subject to the due process rights specified above in Paragraph 5, terminate this Agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9. MEDICAL EXAMINATION. The Superintendent does hereby agree to have a comprehensive medical examination and agrees to file with the Secretary of the Board a statement certifying her physical competency to perform her essential job functions. The medical statement will be treated as confidential information by the Board. All costs of said medical examination will be paid by the Board, up to a total of \$150.00.

10. TRAVEL. The Board shall compensate the Superintendent at the standard rate for business travel as set by the Internal Revenue Service rate if the Superintendent is required to use her

vehicle as transportation in the performance of her official duties during her employment under this Agreement.

11. EVALUATION. The Board shall evaluate and assess the performance of the Superintendent by annual formal assessment of performance. The performance assessment shall be conducted in an executive session limited to members of the elected Board and the Superintendent. Each area rated unsatisfactory shall be substantiated with anecdotal records. Performance assessments shall be privileged, and the Board shall respect the confidentiality of the discussions.

12. VACATION AND SICK LEAVE. For each school year covered by this agreement, the Superintendent shall receive twenty-six (26) days of vacation annually exclusive of legal holidays and shall be entitled to twelve (12) days of sick leave annually. Vacation shall not be accumulative from year to year. Earned sick leave shall be accumulative or as provided by state law or Board rules or regulations. Vacation shall become available effective July 1, 2000. In addition to the above, the Superintendent may bring up to 140 days accumulated sick leave from her previous employment.

13. CONTINUING EDUCATION. The Superintendent shall and agrees to attend appropriate professional meetings and seminars at the local, state and the national level when in the opinion of the Board such attendance will be conducive to the best interests of the School District. The expenses of such attendance shall be paid by the School District. It is the intention of the Board that the Superintendent continue her professional development and expects her to participate in relevant learning experiences. The Superintendent shall file an itemized expense statement with the business office for reimbursement of expenses incurred while attending such activities.

14. PROFESSIONAL ASSOCIATION MEMBERSHIP. The Board shall pay the annual charges and dues for the Superintendent's membership in three (3) professional associations.

15. BENEFITS. The Board agrees to obtain, pay for and keep in effect during the term of this Agreement, a policy of term insurance on the life of the Superintendent, with the Superintendent's estate or her designees as beneficiary, in an aggregate face amount equivalent to her annual salary.

Except with respect to employment benefits specifically provided herein, the Superintendent shall receive the same fringe benefits accorded to other Act 93 employees of the School District. Any improvements in fringe benefits as may be developed or provided to Act 93 employees will automatically apply to the Superintendent.

16. OTHER BENEFITS.

(a) Retiree Health Coverage. Upon retirement from Manheim Central, the Superintendent shall be entitled to continue health coverage ("retiree coverage") to the extent provided by Section 5-513 of the School Code as that law is interpreted and amended from time

to time. Superintendent will receive a monthly stipend equal to the monthly retiree healthcare premium plus 30%. The premium shall be calculated and promulgated annually by the consultant to the Lancaster-Lebanon Public School Employees' Healthcare Cooperative, or its successor. The Superintendent will be responsible for paying the monthly healthcare premium to Manheim Central School District. The School District may, at its discretion, change the frequency of the payment of the stipend and the invoice of the premium. The coverage will terminate the month after the Superintendent is covered or becomes eligible for coverage by other healthcare benefits program, upon her failure to pay the applicable premium or upon reaching age 65. Payment of the stipend provided in this paragraph shall cease upon termination of the coverage provided in this paragraph, but in no event shall payment of the stipend extend beyond Superintendent's reaching age 65.

(b) Conversion of Unused Sick Days. The School District shall make non-elective employer contributions to the Superintendent's 403(b) retirement program in an amount equal to one half of the Superintendent's per diem of that fiscal year for each unused sick day according to the following schedule:

FY 2006-07	20% of available or unused sick days
FY 2007-08	20% of available or unused sick days
FY 2008-09	20% of available or unused sick days
FY 2009-10	40% of available or unused sick days
FY 2010-11	balance of available or unused sick days

The Superintendent shall receive no cash option.

It is mutually understood that contributions are subject to IRS Section 415 limits. The maximum that both the Superintendent and employer may contribute in 2005 is \$42,000 (plus the \$4,000 age fifty catch-up). For each year in which the required contribution would exceed this limit, the excess contribution will be made to the Superintendent's retirement account in the subsequent year up to the Section 415 limit.

The contributions will be paid to the retirement program in May of each applicable fiscal year.

(c) Medical Reimbursement Benefit. The Superintendent shall be reimbursed up to \$1,000.00 in fiscal year 2005-06 for expenses incurred but not covered by the selected medical

plans. This amount will increase each year by \$250.00 to a maximum of \$2,000.00. Paid receipts must be provided to the Business Office for reimbursement.

17. COMPLIANCE TO TERMS OF CONTRACT. The Superintendent shall fulfill all aspects of this contract, and no change, alteration or modification hereof may be made except in writing signed by the parties hereto. Failure to fulfill the obligations hereunder shall be viewed a violation of the Administrator's Code of Ethics and will constitute a good and just cause for discharge as noted above and may be reported by the Board to the appropriate state educational authorities and the State and National Associations of School Administrators.

18. INTEGRATION. This Agreement embodies the entire understanding between the parties relating to the Superintendent's employment by the Board, and supersedes any other prior or contemporaneous oral or written representations or agreements relating to the Superintendent's employment by the Board.

19. SEVERABILITY. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

20. CAPTIONS. Paragraph titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**THE BOARD OF EDUCATION FOR
MANHEIM CENTRAL SCHOOL DISTRICT**

By: Terry L. Hackman
Terry L. Hackman,
President

Carol H. Saylor
Carol H. Saylor
Superintendent

